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

TUESDAY, JUNE 9, 2026 8:45 AM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

AGENDA FOR REGULAR SCHOOL BOARD MEETING

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

Supplemental 6/2/26

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

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

CALL TO ORDER

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

MINUTES FOR APPROVAL

Minutes
April 7, 2026 - Special Meeting - Expulsions
April 21, 2026 - Special School Board Meeting
April 28, 2026 - Special School Board Meeting
May 5, 2026 - Special Meeting - Expulsions

04-21-26 Special Mtg Min.pdf
04-28-26 Special Mtg Min.pdf

ADDED / CHANGED ITEMS

June 2, 2026

ITEMS

H-2. Employee Corrective Actions/Probationary Releases (ADDITIONAL INFORMATION)
H-3. Supplemental Pay Positions 11 (WITHDRAWN)
B-3. Proclamations Sponsored by School Board Members (REVISED)
C-1. Superintendent's 2026-2027 Revised Organizational Chart (ADDED)
E-1. Law Enforcement Mutual Aid and Interlocal Agreement for School Bus Infraction Detection System Enforcement (ADDED)
L-1. T-Mobile Non-Disclosure Agreement (ADDED)
M-7. Grant Contractor Site Access Agreement (ADDED)
M-8. New Charter School Agreement - Sunshine Charter Academy of Broward, Inc. (ADDED)
M-9. Permission to Enter Property to Conduct Targeted Site Assessment (ADDED)
O-3. FY23-079 – Broward County, Florida, NatureScape Program (ADDED)
O-4. ITB26-194 – Construction Printing Services (ADDED)
O-5. RFP24-366 – School Bus Infraction Detection Solution (ADDED)
HH-4. BPAA Salary Schedule for the 2025-26 School Year (ADDED / SPECIAL ORDER 10:30 A.M.)
HH-5. COPA Salary Schedule for the 2025-26 School Year (ADDED / SPECIAL ORDER 10:30 A.M.)
HH-6. ESMAB Salary Schedule for the 2025-26 School Year (ADDED / SPECIAL ORDER 10:30 A.M.)
GG-1. Office of the General Counsel Employment Agreements & Contract Amendments (ADDED)
GG-2. Special Counsel Services Agreement - Ruiz Trial Law, PLLC. (ADDED)
GG-3. Settlement Agreement and Release – Florida International Consulting Engineers Design, Inc. v. The School Board of Broward County, Florida, et al. (ADDED)
JJ-3. Glades MS Conversion to K-8 (ADDED)
MM-1. Child Care Program Summer Camp License Agreements (ADDED)
OO-18. AGR26-071 – Title I Annual STEMFest (Flying Classroom) (ADDED)
OO-19. FY24-318 - Supplemental Software (Prisms of Reality) (ADDED)
OO-20. ITB-FY23-026 – Musical Instrument Repair (ADDED)
OO-21. ITB-FY23-029 - Motor Coach Transportation Services (ADDED)
OO-22. RFP-FY21-037 – Telecommunications Voice Equipment and Services, Circuit (ADDED)

SPEAKER(S)

1. Nathalie Lynch-Walsh (A.M.) (ADDED)
2. Trudy Jermanovich (A.M.) (ADDED)
3. Delvin King (A.M.) (ADDED)

CLOSE AGENDA

STUDENT RECOGNITIONS

IN MEMORIUM

Joseph Dosstter	Technology Support Specialist II Stranahan High School	Born: November 24, 1972 Deceased: April 18, 2026

Jacqueline Jenkins	Bus Operator Pupil Transportation	Born: July 26, 1972 Deceased: May 4, 2026
Dirian Valdes Mooney	School Psychologist ESE Support/Compliance	Born: April 26, 1977 Deceased: May 8, 2026
Marcus Elliott	Teacher – Music General Elem. Driftwood Elementary	Born: January 15, 1975 Deceased: May 11, 2026
Ana Gonzalez	Technology Support Specialist II Tequesta Trace Middle	Born: January 1, 1963 Deceased: May 11, 2026
JoyAnn Castell-Williams	Teacher Parkway Middle	Born: December 5, 1962 Deceased: May 25, 2026

SPEAKERS

1. Nathalie Lynch-Walsh (A.M.) - ADDED
2. Trudy Jermanovich (A.M.) - ADDED
3. Delvin King (A.M.) - ADDED

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

AGENDA COMMENTS

ITEMS

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

H. HUMAN RESOURCES (CONSENT)

H-1 2025-2026 Appointments, Leaves and Separations of Employment & 2026-2027
Appointments, Title Changes and Reappointments
EXHIBITS FORTHCOMING
Approve the appointments, reappointments, title changes, leaves, and separations of employment. District-wide

H-2. Employee Corrective Actions/Probationary Releases
EXHIBITS FORTHCOMING
ADDITIONAL INFORMATION
Approve employee corrective actions/probationary releases. District-wide

Additional Information Memo.pdf

H-3. Supplemental Pay Positions 11
EXHIBITS FORTHCOMING
WITHDRAWN
Approve the supplemental pay positions for the 2025/2026 school/fiscal year.

District wide

Memo to Withdraw.pdf

A. ACADEMICS (CONSENT)

A-1. Career Engagement Platform (Tiggbee LLC)
Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Tiggbee LLC at no cost to the District for a term ending May 31, 2031. District-wide

Executive Summary.pdf
Tiggbee Agreement.pdf

A-2. First Amendment to the Agreement with Capella University, LLC.
Approve the First Amendment to the agreement with Capella University, LLC and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
First Amendment.pdf

A-3. First Amendment to the Agreement with Jacksonville University
Approve the First Amendment to the agreement with Jacksonville University and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
First Amendment.pdf

A-4. First Amendment to the Agreement with Liberty University, Inc.
Approve the First Amendment to the agreement with Liberty University, Inc., and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
First Amendment.pdf

A-5. First Amendment to the Agreement with Lynn University, Inc.
Approve the First Amendment to the agreement with Lynn University, Inc. and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
First Amendment.pdf

A-6. First Amendment to the Agreement with Teach-Now, Inc. D/B/A Moreland University
Approve the First Amendment to the agreement with Teach-Now, Inc. D/B/A Moreland University and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
First Amendment.PDF

A-7. Nova Southeastern University, Inc. (NSU) Dual Enrollment Articulation

Agreement
Approve the Agreement between Nova Southeastern University, Inc. (NSU) and The School Board of Broward County, Florida (SBBC), starting upon board approval through July 31, 2028, with an option to renew for one (1) additional two (2) year renewal period. District-wide

Executive Summary.pdf
Dual Enrollment Articulation Agreement SBBC and NSU 2026.pdf

A-8. **Second Amendment with Nova Southeastern University, Inc.**
Approve the Second Amendment with Nova Southeastern University, Inc., and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Amendment.pdf

A-9. **Space Florida MOU**
Approve the Memorandum of Understanding (MOU) between The School Board of Broward County, Florida (SBBC) and Space Florida. Districts 2, 3, 4, 5, and 7

Executive Summary.pdf
Space Florida MOU.pdf

A-10. **Tallahassee State College**
Approve the agreement between Tallahassee State College and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Agreement.pdf

A-11. **The First Amendment with The University of Central Florida Board of Trustees**
Approve the First Amendment with The University of Central Florida Board of Trustees and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
First Amendment.PDF

B. BOARD MEMBERS (CONSENT)

B-1. **Strategic Planning for State-of-the-Art Replacement Schools**
Direct the Superintendent of Schools to develop and present a plan to construct at least two state-of-the-art replacement schools through the consolidation and repurposing of existing campuses as part of the Redefining Our Schools process. (Holness)

Executive Summary.pdf

B-2. **Districtwide Customer Service Action Plan**
Direct the Superintendent of Schools to conduct nationwide research of

successful, data-driven customer service practices and develop a comprehensive, districtwide customer service action plan that establishes clear standards, training, and accountability across all levels of the organization, to be presented to the School Board no later than August 25, 2026. (Holness)

Executive Summary.pdf

B-3. Proclamations Sponsored by School Board Members
REVISED
Receive the proclamations sponsored by School Board members. Board

Executive Summary.pdf
Proclamation_Hudge.pdf
Memo to Revise.pdf

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

C-1. Superintendent's 2026-2027 Revised Organizational Chart
ADDED
Approve revisions to Superintendent's 2026-2027 Organizational Chart. District-wide

Executive Summary.pdf
2026-2027 Org Chart Revisions.pdf

E. SAFETY & SECURITY (CONSENT)

E-1. Law Enforcement Mutual Aid and Interlocal Agreement for School Bus Infraction Detection System Enforcement
ADDED
Approve this Agreement between the Broward County Sheriff's Office ("BSO") and The School Board of Broward County, Florida, acting through the Broward County Schools Police Department ("BCSPD"), establishes a formal mutual aid and interlocal agreement pursuant to Sections 23.1225 and 316.173, Florida Statutes, for the enforcement of school bus stop-arm violations through a School Bus Infraction Detection System Program. District-wide

Executive Summary.pdf
Agreement.pdf

F. FINANCIAL MANAGEMENT (CONSENT)

F-1. Surplus of Tangible Personal Property for the Period Ended April 30, 2026
Approve the Surplus of Tangible Personal Property for the Period Ended April 30, 2026. District-wide

Executive Summary.pdf
Surplus Report April 2026.pdf

F-2. Authorization to Continue Ordinary Expenditures
Approve ordinary expenditures, including salary payments, which are necessary

during the period from July 1, 2026, until the date the 2026-27 tentative budget becomes official as authorized by Florida Statutes § 1011.08. District-wide

Executive Summary

F-3. **Budget Report for the Period Ended April 30, 2026**
Approve the Budget Reports for the period ended April 30, 2026. District-wide

Executive Summary.pdf
April 2026 Budget Report.pdf

G. GENERAL COUNSEL (CONSENT)

G-1. **MOU - Division of Administrative Hearings (DOAH)**
Approve the Memorandum of Understanding ("MOU") between The School Board of Broward County, Florida ("Board") and the Division of Administrative Hearings ("DOAH") to establish procedures and responsibilities for the adjudication of contested school bus infraction detection system violations pursuant to Section 316.173(6), Florida Statutes, and authorize implementation in conjunction with the Agreement between SBBC and BusPatrol America LLC. District-wide

Executive Summary.pdf
Memorandum of Understanding.pdf

J. CAPITAL PROGRAMS (CONSENT)

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

L-1. **Non-Disclosure Agreement with T-Mobile**
ADDED
Approve the Non-Disclosure Agreement between The School Board of Broward County, Florida (SBBC) and T-Mobile. District-wide

Executive Summary.pdf
Agreement.pdf

M. STRATEGY & INNOVATION (CONSENT)

M-1. **Agreement with Camden County High School for Two Football Games**
Approve the Agreement between the School Board of Broward County, Florida (SBBC) and Camden County High School for two interscholastic high school football games on Friday, September 25, 2026, and Friday, September 24, 2027.

Executive Summary.pdf
Agreement West Broward HS v Camden County HS.pdf

M-2. **Agreement with Lowndes County School District for Two Football Games**
Approve the Agreement between the School Board of Broward County, Florida (SBBC) and Lowndes County School District for two interscholastic high school football games on Friday, September 11, 2026, and Friday, September 10, 2027.

District 7.

Executive Summary.pdf
Agreement Blanche Ely HS v Lowndes County School District.pdf
Exhibit A - Cost Estimate.pdf

M-3. **First Amendment to Recreation License Agreement**
Approve the First Amendment to Recreation License Agreement (RLA) between the School Board of Broward County, Florida (SBBC) and the City of Plantation (City), to delete Section 2.04(b), the PAL Stadium and parking lot adjacent to Plantation Middle Schools in its entirety, along with Exhibit "B" from the RLA; and to include the deletion of other cited related Sections in their entirety from the RLA. District 5

Executive Summary.pdf
First Amendment to Recreation License Agreement.pdf

M-4. **Performance-Based Agreement- KIPP Miami, Inc.**
Approve a performance-based agreement for KIPP Miami, Inc. d/b/a KIPP South Florida to operate an elementary/middle/high charter school serving grades kindergarten through twelve (K-12) beginning in the 2027 - 2028 school year.

Executive Summary.pdf
Performance-Based Agreement- ONLINE.pdf
Appendix 1- Notice of Intent- ONLINE.pdf
Signed State Affidavit.pdf
M-4 Response.pdf

M-5. **2026-27 Opening and Closing School Bell Times**
Approve the school opening and closing bell times for the 2026-27 academic year. District-wide

Executive Summary.pdf
SY26-27 Opening & Closing School Bell Times (Regular Term).pdf

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

Executive Summary.pdf
Contract Negotiation Letter.pdf
Sunbiz - ONLINE.pdf
Original Application - ONLINE.pdf

M-7. **Grant Contractor Site Access Agreement**
ADDED
Approve the Contractor Site Access Agreement between The School Board of Broward County, Florida (SBBC), and Terracon Consultants, Inc. (Terracon) for assessment and soil contamination remediation at the SBBC owned surplus

vacant land located at the southeast corner of Broward Boulevard and Hiatus Road. District 5

Executive Summary.pdf
Agreement.pdf

M-8. **New Charter School Agreement - Sunshine Charter Academy of Broward, Inc.**
ADDED
Approve a new charter school agreement for Sunshine Charter Academy of Broward, Inc. d/b/a SunEd High of Hollywood to operate a charter high school serving grades nine through twelve (9-12) for the 2026-2027 school year. District 1.

Executive Summary.pdf
New Charter Agreement.pdf
Sunbiz.pdf
Original Application - ONLINE.pdf

M-9. **Property Entry for Site Assessment**
ADDED
Authorize the Superintendent to execute the Florida Department of Environmental Protection (FDEP) "Permission to Enter Property" for environmental assessment and related activities at the Broward Boulevard/Hiatus Road site, and ratify the prior authorization executed by former Superintendent Dr. Earlean Smiley. District 6

Executive Summary.pdf
Permission to Enter Form.pdf
2023 Permission to Enter Form.pdf

O. OPERATIONS (CONSENT)

O-1. **Superintendent's Recommendations for Pre-Qualification Certification**
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on May 14, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report. District-wide

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

O-2. **Variety Children's Hospital DBA Nicklaus Children's Hospital**
Approve the agreement between The School Board of Broward County, Florida (SBBC), and Variety Children's Hospital DBA Nicklaus Children's Hospital for schools to obtain Heart Safe School Certification in compliance with 1003.457 F.S. to develop a plan for urgent life-saving emergencies (PULSE). District-wide

Executive Summary.pdf
Agreement.pdf

O-3. FY23-079 – Broward County, Florida, NatureScape Program
ADDED
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County, Florida, for a term that commences on July 1, 2026, and concludes on June 30, 2027, with the budget authority in the amount of $281,496. District-wide

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

O-4. ITB26-194 – Construction Printing Services
Approve the Rejection all Bids for Invitation to Bid (ITB) ITB26-194 – Construction Printing Services. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendation.pdf
Invitation to Bid.pdf

O-5. RFP24-366 – School Bus Infraction Detection Solution
ADDED
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and BusPatrol America LLC (BusPatrol), for a term that commences on June 9, 2026, and concludes on December 9, 2029; and grant the Superintendent or his designee the authority to establish and change the not to exceed $250 cost, pursuant to Section 316.0083(5)(e), Florida Statutes, imposed against an alleged offender (petitioner) contesting a notice of violation found to have committed the offense at an administrative hearing. District-wide

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

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Boys Town South Florida, Inc. Agreement
Approve the Agreement between The School Board of Broward County, Florida and Boys Town South Florida, Inc. District 1

Executive Summary.pdf
Agreement.pdf

T. INFORMATION SYSTEMS (CONSENT)

T-1. **Microsoft Unified Support Master Services Agreement (MSA)**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Microsoft Corporation to establish a Microsoft Master Services Agreement (MSA) and the associated SBBC Master Addendum, which provides the contractual framework required to procure Microsoft Unified Support. District-wide

Executive Summary.pdf
Microsoft Master Services Agreement.pdf
SBBC Addendum.pdf

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

COMMITTEE REPORTS

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

SUPERINTENDENT'S REPORT

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

HH. HUMAN RESOURCES (OPEN)

HH-1. **Agreement between The School Board of Broward County, FL and the Broward**
Teachers Union - Education Professionals
SPECIAL ORDER - 10:30 A.M.
Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union - Education Professionals (BTU-EP) for the 2025-2026 school year. District-wide

Executive Summary.pdf
Ratification Letter.pdf
Tentative Agreements.pdf
Full Contract.pdf

HH-2. **Agreement between The School Board of Broward County, FL and the Broward**
Teachers Union - Education Support Professionals
SPECIAL ORDER - 10:30 A.M.
Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union - Education Support Professionals (BTU-ESP) for the 2025-2026 school year. District-wide

Executive Summary.pdf
Ratification Letter.pdf
Tentative Agreements.pdf
Full Contract.pdf

HH-3. Agreement between The School Board of Broward County, FL and the Broward
Teachers Union - Technology Support Professionals
SPECIAL ORDER - 10:30 A.M.
Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union - Technology Support Professionals (BTU-TSP) for the 2025-26 school year. District-wide

Executive Summary.pdf
Ratification Letter.pdf
Tentative Agreements.pdf
Full Contract.pdf

HH-4. BPAA Salary Schedule for the 2025-26 School Year
ADDED / SPECIAL ORDER - 10:30 A.M.
Adopt the 2025-26 BPAA Salary Schedules for the 2025-26 school year. District-wide

Executive Summary.pdf
GF Salary Schedule.pdf
PFP Salary Schedule.pdf
2027 Health Insurance Plan.pdf

HH-5. COPA Salary Schedule for the 2025-26 School Year
ADDED / SPECIAL ORDER - 10:30 A.M.
Adopt the 2025-26 COPA Salary Schedule for the 2025-26 school year. District-wide

Executive Summary.pdf
Salary Schedule.pdf
2027 Health Insurance Plan.pdf

HH-6. ESMAB Salary Schedule for the 2025-26 School Year
ADDED / SPECIAL ORDER - 10:30 A.M.
Adopt the 2025-26 ESMAB Salary Schedule for the 2025-26 school year. District-wide

Executive Summary.pdf
Salary Schedule.pdf
2027 Health Insurance Plan.pdf

AA. ACADEMICS (OPEN)

AA-1. K-12 English Language Arts (ELA) Gap Purchase
Approve the Gap purchase of the recommended instructional materials for K-12

English Language Arts. District-wide

Executive Summary.pdf
Presentation.pdf

AA-2. K-12 World Languages Adoption
Approve the adoption of the recommended instructional materials for World Languages K-12. District-wide

Executive Summary.pdf
Presentation.pdf

AA-3. 2026-2027 Statewide Voluntary Prekindergarten (VPK) Provider Contract
Approve the Statewide Voluntary Prekindergarten Provider Agreement Form DEL-VPK 20 between the Early Learning Coalition of Broward County, Inc. and The School Board of Broward County, Florida, for a term that commences on August 10, 2026, and concludes upon completion of the VPK instructional hours and completion of the requirements outlined in the Contract or termination, and the spending authority of $4,600,719. District-wide

Executive Summary.pdf
Agreement ELC and SBBC.pdf

AA-4. Marlins Stadium Operator, LLC Agreement
Approve the Agreement between the Marlins Stadium Operator, LLC and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Good Student Program Agreement.pdf

BB. BOARD MEMBERS (OPEN)

BB-1. FY 2026-2027 Membership Dues to the Council of Great City Schools (CGCS)
Approve Payment of FY 2026-2027 Membership Dues to the Council of Great City Schools (CGCS). District-wide

Executive Summary.pdf
Invoice.pdf
Member Services Report.pdf

BB-2. Membership in Broward Metropolitan Planning Organization
Approve Payment for Membership in the Broward Metropolitan Planning Organization (MPO). (District-wide)

Executive Summary.pdf
MPO Invoice.pdf

BB-3. Membership in the Florida School Boards Association (FSBA)
Approve the renewal of the Florida School Boards Association Membership (FSBA). (District-wide)

Executive Summary.pdf
Invoice.pdf

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

DD-1. Property and Inventory Audit of Selected Locations 2025-2026
Receive Internal Audit Report- Property and Inventory Audit of Selected Locations 2025-2026. District-wide

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

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

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

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

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

Executive Summaries.pdf

FF-2. Second Modification to the UCF FPCTP (Sheridan) Grant Agreement
Approve the Second Modification to the Florida Postsecondary Comprehensive Transition Program (FPCTP) Grant Agreement between The University of Central Florida (UCF) Board of Trustees and The School Board of Broward County, Florida. District 3

Executive Summary.pdf
Modification No.02.pdf

FF-3. Second Amendment to the CareerSource Broward ISY Program Agreement
Approve the Second Amendment to the CareerSource Broward In-School Youth (ISY) Program Sub-Grant Agreement between CareerSource Broward and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Agreement.pdf
FF-3 Response.pdf

FF-4. Second Amendment to the CareerSource Broward OSY Program

Agreement
Approve the Second Amendment to the CareerSource Broward Out-of-School Youth (OSY) Program Sub-Grant Agreement between CareerSource Broward and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Agreement.pdf
FF-4 Response.pdf

GG. GENERAL COUNSEL (OPEN)

GG-1.

Office of the General Counsel Employment Agreements & Contract Amendments

ADDED
Approve the Office of the General Counsel Employment Agreements and Contract Amendments for Corey Huffman (Deputy General Counsel), Kathelyn Jacques-Adams (Deputy General Counsel), and Assistant General Counsels Robert Paul Vignola, Thomas C. Cooney, Virginia Balkanski, and Giseli F. LeMay. District-wide

Executive Summary.pdf
Employment Agreements.pdf

GG-2.

Special Counsel Services Agreement - Ruiz Trial Law, PLLC.

ADDED

Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Ruiz Trial Law, PLLC. District-wide

Executive Summary.pdf
Special Counsel Services Agreement.pdf

GG-3. Settlement Agreement and Release – Florida International Consulting Engineers Design, Inc. v. The School Board of Broward County, Florida, et al.

ADDED
Approve the Settlement Agreement and Release between The School Board of Broward County, Florida ("SBBC"), Florida International Consulting Engineers Design, Inc. ("FICE"), AECOM Technical Services, Inc. ("AECOM"), and Heery International, Inc. n/k/a Turner & Townsend Heery, LLC ("Heery"). Districts 1, 3, 4, 5, and 7

Executive Summary.pdf
Settlement Agreement.pdf

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. **Change Order #5 - Whispering Pines EC, P.002089**
Approve Change Order #5 in the amount of $122,050. District 2

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

JJ-2. **Change Order #6 - Dillard 6-12 School, P.001726**
Approve Change Order #6 in the amount of $122,724.77. District 5.

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

JJ-3. **Glades MS Conversion to K-8**
ADDED
Approve an amendment to the FY26 Capital Budget to allocate $400,000 from the Capital Projects Reserve for professional design services necessary to convert Glades Middle School to a K-8 configuration, and amend the FY27 District Educational Facilities Plan (DEFP) to include $7,800,000 for the associated construction. District 2

Executive Summary.pdf
ADEFP.pdf
Collaboration Form.pdf

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & INNOVATION (OPEN)

MM-1.
Child Care Program Summer Camp License Agreements

ADDED
Approve the Authorized Private Provider Child Care Program Summer Camp License Agreements between The School Board of Broward County, Florida (SBBC) and the following seven (7) providers: Basketball Lab, Inc., Chabad of Parkland, Inc., Chaya Aydel Seminary, Inc., Lightning Basketball, Inc., Nova Davie Baseball Camp, LLC, Positive Athletics, LLC, and Lighthouse of Broward County, Inc. District wide

Executive Summary.pdf
Agreements.pdf

OO. OPERATIONS (OPEN)

OO-1. **AGR25-084 – Emergency Medical Technician (EMT/Barry University)**

Approve the First Amendment between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry), and the budget authority in the amount of $462,000. District-wide

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

OO-2. AGR26-011 - Apprenticeship Agreements for Atlantic Technical College
Approve Eleven Agreements between The School Board of Broward County, Florida (SBBC), and the Eleven Apprenticeship Vendors listed in the Requested Action section of the Executive Summary, for a term that commences on July 1, 2026, and concludes on June 30, 2029, with two additional one-year extension periods in the amount of $20,700,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreements-11_ONLINE.pdf

OO-3. AGR26-160 - Industry-Based Materials and Certification Exams (CP)
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Certification Partners, LLC, and the budget authority in the amount of $300,000. District-wide

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

OO-4. AGR26-173 - Electronic Books for Media Centers (OverDrive)
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and OverDrive Digital, Inc., with a term that commences July 1, 2026, and concludes June 30, 2029, with the budget authority in the amount of $375,000. District-wide

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

OO-5. AGR26-174 – Curriculum Certification Programs/Culinary/Hospitality (NRAS)
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and National Restaurant Association Solutions, LLC (NRAS), and the budget authority in the amount of $900,000. District-wide

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

OO-6. AGR26-187 - Student Digital Reading and Tracking Software – (Zoobean)
Approve the Agreement between The School Board of Broward County, Florida

(SBBC), and Zoobean, Inc., with a term that commences on July 1, 2026, and concludes on June 30, 2029, with the budget authority in the amount of $144,651. District-wide

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

OO-7. AGR27-012 - Postsecondary Student Information System
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and FOCUS School Software, LLC, and the budget authority in the amount of $2,448,534. District-wide

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

OO-8. FY24-093 – Montessori Education Certification for Teachers (SM)
Approve the First Amendment Renewal to the Agreement with The School Board of Broward County, Florida (SBBC), and Summit Montessori Teacher Training Institute, L.L.C. District-wide

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

OO-9. ITB27-011 – Refuse Services – Roll-Off units
Approve the Award of Invitation to Bid (ITB) ITB27-011 – Refuse Services – Roll-Off Units to the following four Vendors: 1) A.J. Panzarella LLC d/b/a Panzarella Waste & Recycling Services; 2) MST Scrap Metal Inc. d/b/a MST Dumpster; 3) Wasteline Solutions, Inc.; 4) Waste Connections of Florida, Inc., and the budget authority in the amount of $650,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendation.pdf
Invitation to Bid.pdf

OO-10. ITB-FY22-038 – Radio Maintenance and Repair (Warranty Program)
Approve the 90-day Extension for Invitation to Bid (ITB) ITB-FY22-038 - Radio Maintenance and Repair (Warranty Program), awarded to EconoComm, Inc. d/b/a Mobile Communications. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Extension Letter.pdf
Evaluation.pdf
Invitation to Bid.pdf

OO-11. ITB-FY23-090 - Mobile Device Management

Approve the Second Renewal of $146,000 for Invitation to Bid (ITB) ITB-FY23-090 - Mobile Device Management, awarded to the following Vendor: JAMF Software, LLC. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letter.pdf
Evaluation.pdf
Invitation to Bid.pdf

OO-12. ITB-FY23-247 - Science Supplies/Equip/Specimens/Lab. Chemicals (Catalog)

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY23-247 - Science Supplies, Equipment, Specimens, and Laboratory Chemicals (Catalog) with the following 7 Vendors: 1) Carolina Biological Supplies; 2)Fisher Scientific Company L.L.C.; 3) Flinn Scientific Inc.; 4) Hand2Mind Inc.; 5) Lakeshore Learning Materials; 6) School Specialty, LLC; 7) VWR International, LLC, and the budget authority in the amount of $236,400. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Invitation to Bid.pdf

OO-13. ITB-FY24-014 - Physical Examinations for School Bus Drivers

Approve the First Renewal between The School Board of Broward County, Florida (SBBC), and the following two Vendors: 1) Urgent Medical Center, Inc.; 2) Julia Kyung Yoo, Inc., and budget authority in the amount of $40,220. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-2.pdf
Evaluation.pdf
Invitation to Bid.pdf

OO-14. ITB-FY24-065 – Special Education Materials, Supplies, Equipment, and Repair

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-065 – Special Education Materials, Supplies, Equipment, and Repair with the ten Vendors listed in the Requested Action of the Executive Summary, with budget authority in the amount of $600,000. Curriculum Advantage d/b/a Classworks is not renewing. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-10.pdf
Evaluations-10.pdf
Invitation to Bid.pdf

OO-15. ITB-FY24-106 – HVAC – Daikin Equipment & Parts

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-106 – HVAC –

Daikin Equipment and Parts to the following two Vendors: 1) Daikin Applied Americas, Inc. d/b/a Daikin Applied; 2) Blizzard Air Conditioning, LLC. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-2.pdf
Evaluations-5.pdf
Invitation to Bid.pdf

OO-16. RFP-FY22-015 – Casualty Actuarial Services
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AMI Risk Consultants, Inc., District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf
Renewal Letter/Evaluation.pdf
Affidavits-2.pdf

OO-17. AGR25-180 - Virtual Instruction Program, K12 Florida L.L.C.
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and K12 Florida L.L.C., with a term that commences July 1, 2026, and concludes on June 30, 2027, with additional budget authority in the amount of $450,000. District-wide

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

OO-18. AGR26-071 – Title I Annual STEMFest (Flying Classroom)
ADDED
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The Flying Classroom, LLC, and the additional budget authority of $105,000. District-wide

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

OO-19. FY24-318 - Supplemental Software (Prisms of Reality)
ADDED
Approve the Third Amendment and Additional Budget Authority of $2,230,480 for the Agreement between The School Board of Broward County, Florida (SBBC), and Prisms of Reality, Inc., to extend the Prisms Virtual Reality (VR) program through July 31, 2027. District-wide

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

OO-20. ITB-FY23-026 – Musical Instrument Repair
ADDED
Approve the Second Renewal and Additional Budget Authority of $169,788 for Invitation to Bid (ITB)-FY23-026 – Musical Instrument Repair to the following (3) Vendors: 1) Ace Stuart Music Company d/b/a Wellington Music Suppliers; 2) All County Music, Inc.; 3)Music Arts Enterprises, Inc., Mae. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-3.pdf
Evaluations-3.pdf
Invitation to Bid.pdf

OO-21. ITB-FY23-029 - Motor Coach Transportation Services
ADDED
Approve the Second Renewal and Additional Budget Authority of $700,000 for Invitation to Bid (ITB) ITB-FY23-029 - Motor Coach Transportation Services awarded to the 23 Vendors listed in the Requested Action of the Executive Summary for a term that commences on July 1, 2026, and concludes on June 30, 2027. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-23.pdf
Evaluations-4.pdf
Invitation to Bid.pdf

OO-22. RFP-FY21-037 – Telecommunications Voice Equipment and Services, Circuit
ADDED
Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AT&T Enterprises, LLC, for a term that commences on July 1, 2026, and concludes on June 30, 2027, with budget authority in the amount of $2,785,038. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf
Third Amendment.pdf
Renewal Letter&Evaluation.pdf

PP. POLICIES (OPEN)

PP-1. School Board Policy 5090: Code of Student Conduct
Adopt Policy titled, Code of Student Conduct, by approving the proposed revisions to policy 5090. District-wide

Executive Summary.pdf
Policy 5090 Amended.pdf

PP-2. School Board Policy 5100: Suspension and Expulsion
Adopt Policy titled, Suspension and Expulsion, by approving the proposed revisions to policy 5100. District-wide

Executive Summary.pdf
Policy 5100 Amended.pdf

PP-3. School Board Policy 8500: School and District Technology Usage
Approve Policy 8500 (previously Policy 5306) - School and District Technology Usage which establishes guidelines for the effective integration and usage of technology and information resources district wide. This policy and its related administrative procedures and any applicable employment contracts and collective bargaining agreements, govern the use of the District's technology and information resources for official business use, to enable users to carry out the goals, objectives, and mandates of The School Board. District-wide

Executive Summary.pdf
Policy 8500 Draft.pdf

PP-4. School Board Policy 8510: Technology Advisory Committee
Approve the revised Technology Advisory Committee Policy 8510 (previously Policy 5306.1), which establishes the committee's purpose as providing strategic input and advice on technology used throughout the School District, with membership that includes School Board member appointees, District personnel, District students, and community members. District-wide

Executive Summary.pdf
Policy 8510 Draft.pdf

PP-5. School Board Policy 8540 - Educational Records: Transfer, Retention, and Disposal
Approve the revised Policy 8540 (previously 5100.2) outlining the processes for transferring, retaining, and disposing of educational records. District-wide

Executive Summary.pdf
Policy 8540 Draft.pdf

PP-6. School Board Policy 8550 - Wireless Communications Device Use
Approve the revised policy, Wireless Communications Device Use and Operational Restrictions on District (Owned and Leased) Property (previously 7015) which provides guidance to students, employees, parents, and visitors on the use of cell phones and other electronic devices while operating a motor

vehicle. Added to the policy, as per Board input, is language regarding transportation-related apps in Section II.E.2. District-wide

Executive Summary.pdf
Policy 8550 Draft.pdf

PP-7. School Board Policy 8570: Student Internet Safety
Approve the new policy 8570 - Student Internet Safety, which is implemented to comply with the requirements of F.A.C. Rule 6A-1.0957. It is designed to foster a secure online environment that supports learning and protects the well-being of Broward County Public Schools students. Section IV.A. – C. was added, as per the Board's request, to include guidance on artificial intelligence, privacy, data governance, and cybersecurity. District-wide

Executive Summary.pdf
Policy 8570 Draft.pdf

RR. RESOLUTIONS (OPEN)

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

SS-1. Postsecondary Workforce and Community Education Fee Schedule for SY 27
Approve the proposed Postsecondary Workforce Education and Community Education Fee Schedule for School Year 2026-2027 for all eight (8) of the Workforce Education schools to include: Atlantic Technical College, McFatter Technical College, Sheridan Technical College, Dave Thomas Education Center, H.D. Perry Education Center, Whiddon-Rogers Education Center, Community School North, and Community School South. District-wide

Executive Summary.pdf
FeeSchedule_2026-2027.pdf

TT. INFORMATION SYSTEMS (OPEN)

TT-1. FY22-268 - Student Dismissal Management Software (CurbSmart)
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC) and Nutri-Link Technologies, Inc. and the budget authority in the amount of $252,000. This software application is for all Elementary School usage. District-wide

Executive Summary.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf
TT-1 Response.pdf

SPEAKERS

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

BOARD MEMBER DISCUSSION(S)

CLOSED DOOR - None scheduled for this meeting.

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

ADJOURNMENT

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

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

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

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

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

Status:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	
DEPARTMENT:	Official School Board Records

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

TITLE:

Minutes

REQUESTED ACTION:

April 7, 2026 - Special Meeting - Expulsions
April 21, 2026 - Special School Board Meeting
April 28, 2026 - Special School Board Meeting
May 5, 2026 - Special Meeting - Expulsions

RATIONALE:

EXHIBITS:

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Signature

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

Approved in Open Board Meeting On: _____

By: _____
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

April 21, 2026
Tuesday, 1:00 p.m.

MINUTES OF SPECIAL MEETING

The School Board of Broward County, Florida, met in special session at 1:14 p.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

Call to Order The Chair called the meeting to order.

Added / Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on April 8, 2026, April 14, 2026, April 17, 2026, and April 21, 2026.

Added: Agenda Items 13-15, 17, 18
Withdrawn: Agenda Items 9, 16

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

(The Special School Board Meeting recessed for the School Board Workshop.)

(The Special School Board Meeting commenced with the closing of the agenda.)

Close Agenda Upon motion by Dr. Zeman, seconded by Ms. Thompson and carried, the Agenda was approved and declared closed.
Mr. Cervera and Mrs. Rupert were absent for the vote. (7-0 vote)

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

Superintendent's recommendation(s)

1. **Charter Application Approval – Sunshine Charter Academy of Broward, Inc.**
   (Approved)

   Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the new charter school application for Sunshine Charter Academy of Broward, Inc. d/b/a SunEd High of Hollywood to open a charter high school, serving grades ninth through twelfth (9-12) for the 2026-2027 school year and authorize the Superintendent to issue a notice of approval. District-wide (9-0 vote)

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

2. CSRA - Academic Solutions Academy, Inc. – 5233 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Charter School Renewal Agreement for Academic Solutions Academy, Inc. d/b/a Academic Solutions Academy - A - 5233, to operate a charter high school, grade levels ninth through twelfth (9-12). District 4 (9-0 vote)

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

3. CSRA - AchievePoint Florida, Inc. – 5009 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Charter School Renewal Agreement for AchievePoint Florida, Inc. d/b/a Andrews High School - 5009, to operate a charter high school serving grades nine through twelve (9-12). District 7 (9-0 vote)

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

4. CSRA - Sunshine Elementary Charter School, Inc. – 5400 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Charter School Renewal Agreement for Sunshine Elementary Charter School, Inc. d/b/a Sunshine Elementary Charter School - 5400, to operate a charter elementary school, grade levels kindergarten through fifth (K-5). District 1 (9-0 vote)

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

5. FPL Underground Easement Agreement - Griffin ES (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve FPL Underground Easement Agreement between The School Board of Broward County, Florida and Florida Power and Light for Griffin Elementary School. District 6 (9-0 vote)

Agenda Items 5 through 8 were moved concurrently.

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

6. FPL Underground Easement Agreement - James S. Hunt ES (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve FPL Underground Easement Agreement between The School Board of Broward County, Florida and Florida Power and Light for James S. Hunt Elementary School. District 4 (9-0 vote)

Agenda Items 5 through 8 were moved concurrently.

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

7. FPL Underground Easement Agreement - Pinewood ES (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve FPL Underground Easement Agreement between the School Board of Broward County, Florida and Florida Power and Light for Pinewood Elementary School. District 4 (9-0 vote)

Agenda Items 5 through 8 were moved concurrently.

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

8. FPL Underground Easement Agreement - Pioneer MS (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve FPL Underground Easement Agreement between The School Board of Broward County, Florida and Florida Power and Light for Pioneer Middle School. District 6 (9-0 vote)

Agenda Items 5 through 8 were moved concurrently.

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

9. Additional Funding Request - Margate MS, P.001836 (Withdrawn)

10. ITB-FY24-064 – Industrial and STEM Education Equipment/Supplies (Catalog) (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Renewal and Additional Spending Authority of $372,000 for Invitation to Bid (ITB) - ITB-FY24-064 - Industrial and Science, Technology, Engineering and Math (STEM) Education Equipment and Supplies (Catalog) awarded to the nine (9) Vendors listed in the Requested Action of the Executive Summary. District-wide
(9-0 vote)

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

11. Residence Hall License Agreement (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Residence Hall License Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and Nova Southeastern University, Inc. (NSU) for the 2026 South Florida Leadership Training Camp (SFLTC). District-wide
(9-0 vote)

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

12. Use License Agreement - Nova Southeastern University (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Use License Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and Nova Southeastern University, Inc. (NSU) for the use of the Rick Case Arena to conduct 18 graduation ceremonies in May and June of 2026. District-wide (9-0 vote)

Comments were made regarding updates on graduation planning efforts; ongoing collaboration with community partners and District staff to develop sponsorship opportunities; discussion of using sponsorship funds to support graduation venue costs and student meal debt; and the importance of clearly identifying funding priorities to encourage community and business sponsorship support.

13. Agreement with the Overtown Youth Center, Inc. (OYC) (Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Agreement with the Overtown Youth Center, Inc.(OYC). District 1 (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, recognition of the expansion of OYC youth and family wraparound services into Broward County through McNicol Middle School; acknowledgment of community partners, elected officials, school staff, and district personnel for supporting the initiative; the agreement's budget impact and nominal cost-recovery fees; clarification that the partnership formalized existing youth services within Broward County Public Schools; and the potential for future expansion of programming to additional schools and feeder patterns throughout the district.

A vote was taken on this item.

14. ITB-FY23-011 - Disposable Compartment Trays for Cafeterias (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the first of two available renewal options for the Invitation to Bid (ITB) ITB-FY23-011 - Disposable Compartment Trays for Cafeterias for the following two Vendors: 1) LACE Foodservice Corporation (primary); 2) Dade Paper & Bag, LLC (alternate). District-wide
Mrs. Alhadeff and Mr. Cervera voted no. (7-2 vote)

Board discussion included clarification of the funding request for disposable cafeteria food trays ; projected costs for cafeteria trays during the 2026–2027 school year and throughout the duration of the contract ; prior and current school-year expenditures for cafeteria trays; and the lack of infrastructure to support reusable tray washing systems, resulting in continued use of disposable biodegradable trays.

A vote was taken on this item.

15. Recommendation to Approve FY26 Summer SOAR Bell Times (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the FY26 Summer SOAR Bell Times. District-wide (9-0 vote)

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

16. RFP24-243 - Internet Service Provider (Withdrawn)

17. RFP-FY24-011-3 - Child Care Services, Before/After School, Summer/Non-School (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreements for Award of Request for Proposal (RFP)-FY24-011-3 - Child Care Services, Before/After School, Summer, and Non-School Day Programs with the following three Vendors: 1) Flipany, Inc., 2) Innovation Learning, LLC, 3) Stronger Together Childcare Inc. District-wide (9-0 vote)

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

18. Resolve Student Meal Debt for the 2025-2026 School Year and create a Future Plan (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve $720,433 to resolve outstanding student meal debt across the district for 2025-2026 school year; direct Superintendent to develop a three-year plan to return the District to a universal free lunch model; and direct the Superintendent to present recommendations for addressing for meal debt relief program for the 2026-2027 school year. Thompson
Mrs. Hixon voted no. (8-1 vote)

Motion to Extend the Meeting (Carried)
Motion was made by Mrs. Bulman, seconded by Ms. Thompson and carried, to extend the Special School Board Meeting. (9-0 vote)

General Board Discussion
Chief of Staff & Communications Officer, John Sullivan, reviewed the upcoming School Board Workshop topics and provided suggestions to the Board.

Dr. Zeman commented on delaying the referendum vote timeline to allow additional time for collective bargaining negotiations and budget planning; and that unresolved current-year finances impacted future budget development.

Mrs. Hixon requested clarification from the General Counsel on concerns raised by community members regarding the timing of agenda posting and potential legal compliance issues. She also highlighted Coral Cove Elementary students on their performance of The Wizard of Oz at the Miramar Cultural Center. Board Member Hixon also recognized Landyn Spellberg, Jea'Cier Leon, and Maya Maquez who each received a $2,500 scholarship from the Broward League of Cities.

The General Counsel clarified Sunshine Law requirements for special meetings, explaining that proper public notice, open meetings, and recorded minutes ensure compliance.

Ms. Thompson recognized West Broward High School for raising $15,510 during the Best Buddies Friendship Walk and congratulated club president Izzy Fuentes for being Broward County's top fundraiser with $8,900 raised.

Mrs. Bulman highlighted the Advanced Placement (AP) art student showcase at the Hollywood Art and Culture Center, recognizing the creativity and talent displayed by students through a wide variety of artwork presented under the event theme, "The Playlist."

Mr. Cervera questioned the reduction of public speaker time from three minutes to one minute, expressing concern that the change could have an effect on public participation; and asked the General Counsel whether the Board had the ability to overturn the chair's decision and reinstate the previously established public speaking time.

The General Counsel clarified that Board policy granted discretion to the chair regarding public speaking time limits and explained that any change would require either action by the chair or a formal revision to Board policy.

Mrs. Leonardi discussed Board policy regarding total public speaking time and noted that public comment was extended beyond the standard limit during the meeting; and expressed appreciation to the General Counsel, security staff, and law enforcement officers for maintaining safety, decorum, and efficiency throughout the meeting despite heightened emotions.

Adjournment This meeting was adjourned at 6:18 p.m.

/cj

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

April 28, 2026
Tuesday, 3:00 PM

MINUTES OF SPECIAL SCHOOL BOARD MEETING

The School Board of Broward County, Florida, met in special session at 3:00 p.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert (Telephonically); Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

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

Added/Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on April 22, 2026, April 24, 2026, April 25, 2026, and April 27, 2026.

Added: Item 3, Item 5
Additional Information: Item 4, Item 6

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

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

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

Superintendent's Recommendation(s)

1. **FY22-176 – HVAC Filter and Installation Services (Approved)**
   This is a companion item to Item 2.
   Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve Additional Spending Authority of $225,000 for the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and Bonded Filter Co., LLC d/b/a BFC Solutions (BFC). District-wide
   Mr. Cervera voted no. (8-1 vote)

   Agenda Items 1 and 2 were moved and discussed concurrently.

   The Chair received public comments.

Board discussion included, but was not limited to, concerns regarding the requested amount and the breakdown between HVAC filter costs and installation services; clarification that the contract covered both supply and installation as a bundled service; and potential cost savings if custodial staff handled installation.

A vote was taken on these items.

2. PY26-171 – HVAC Filters and Installation Services (Approved)
This is a companion item to Item 1.
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and Bonded Filter Co. LLC d/b/a BFC Solutions (BFS). District-wide
Mr. Cervera voted no. (8-1 vote)

Agenda Items 1 and 2 were moved and discussed concurrently.

The Chair received public comments.

A vote was taken on these items.

3. Proposed 2026-2027 Job Descriptions (Approved as Amended)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to approve the Proposed New and Revised Job Descriptions identified through changes to the 2026-2027 Superintendent's Organization Chart. District-wide. **This Motion was superseded by a Motion to Amend (Pages 2-4)**.
Dr. Holness was absent for the vote. Mrs. Alhadeff, Mr. Cervera, and Mrs. Rupert voted no. (5-3 vote)

The Chair received public comments.

Comments were made seeking legal clarification on union requirements and contract language; confirmation was given that job descriptions were shared, with follow-up pending; questions addressed whether job descriptions must precede an organizational chart, clarified as standard practice rather than law; discussion confirmed most assistant directors shared the same pay band with minor exceptions; and concerns were raised about inconsistent education requirements across similar roles, prompting proposed motions.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Holness and carried, regarding the Assistant Director, Enterprise Project Management position, I move to specify the direct report, to read as follows:

Reports To: ~~Executive Director or designee~~ Executive Director of Enterprise Analytics and Intelligence or Director of Strategic Initiatives and Performance Management
Mr. Cervera and Mrs. Rupert voted no. (7-2 vote)

This job description has the same job, same responsibilities and tasks, but reports to two different divisions in two different departments.

The Chair received public comments.

General Counsel stated that the collective bargaining agreement required the Board to establish job descriptions and cited provisions affirming the Board's management right to draft them.

A vote was taken on the Motion to Amend.

Second Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Mrs. Leonardi and carried, regarding the Assistant Director Teacher Development & Support position, I move to specify the direct report, to read as follows:

Reports To~~: Director or designee~~ Director, Leadership Development and Teacher Support or designee
Mr. Cervera and Mrs. Rupert voted no. (7-2 vote)

A vote was taken on the Second Motion to Amend.

Motion (Failed)
Motion was made by Mrs. Hixon, seconded by Mrs. Leonardi, regarding the Assistant Director Transportation Operations & Special Needs Transportation to revise the Minimum Qualifications & Experience to read as follows:

- An earned ~~associate's~~ bachelor's degree from an accredited institution in transportation business, logistics management, public administration, or related field and Exceptional Student Education (ESE) expertise.

Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (1-8 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns about raising the degree requirement and its impact on recruitment; experience was more important than higher education for this operational role; acknowledgment that increasing requirements could shrink the applicant pool without improving performance; and support for adding measurable ESE experience or training.

A vote was taken on the Motion.

Motion (Withdrawn)
Motion was made by Mrs. Hixon, seconded by Dr. Holness, I move to change the minimum requirements for Assistant Director Transportation Operations & Special Needs Transportation to include Exceptional Student Education (ESE) experience and/or training within six months.

The Chair received public comments.

Comments were made regarding minimum qualifications potentially limiting applicants; and consideration was given to allow required training to be completed within a set time after hire. The motion was subsequently withdrawn.

Third Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to remove the following job descriptions from this item today, for the Assistant Director, Transportation Operations & Special Needs Transportation; Coordinator, Emergency Management, Fire Safety Inspector I, and Specialist, Graphics/Printing Services. (9-0 vote)

The Chair received public comments.

A vote was taken on the Third Motion to Amend.

Fourth Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, regarding the Executive Director, Communications to revise the Minimum Qualifications & Experience to read as follows:

- An earned ~~bachelor's~~ master's degree in a related field from an accredited institution. (9-0 vote)

A vote was taken on the Fourth Motion to Amend.

Fifth Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, regarding the Executive Director, Enterprise Analytics & Intelligence to revise the Minimum Qualifications & Experience to read as follows:

- An earned ~~bachelor's~~ master's degree from an accredited institution.
  Mr. Cervera voted no. (8-1 vote)

The Chair received public comments.

A comment was made regarding whether a higher education requirement was appropriate for a highly technical executive role.

A vote was taken on the Fifth Motion to Amend.

Comments were made regarding reflecting on the Organization chart the merging of the two Director positions into a new job description; missing responsibilities in the merged wellness and mental health job description; and concerns about maintaining specificity and appropriate qualifications in mental health leadership.

Sixth Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Ms. Thompson and carried, I move to remove the job description for the Director, Wellness and Mental Health. There must be additional minimum requirements when it comes back. (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, the Director of Wellness and Mental Health position required stronger minimum qualifications emphasizing licensed clinical mental health expertise and direct frontline experience supporting students facing mental health challenges; and the need to ensure candidates possessed practical mental health field experience rather than solely educational leadership backgrounds.

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

Board discussion continued pertaining to concerns regarding approval of the organizational chart and job descriptions without clearer legal guidance on potential collective bargaining agreement violations and litigation risks; clarification that three positions had been pulled to follow required bargaining agreement processes while remaining positions fell under meet-and-confer groups; and expanded job responsibilities within the same pay band, with potential operational support provided through department consolidation and existing staff alignment.

A vote was taken on the item as amended.

4. Superintendent's 2026-2027 Organizational Chart
(Postponed to May 11, 2026, School Board Workshop)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Superintendent's 2026-2027 Organizational Chart. District-wide **This Motion was superseded by a Motion to Postpone. (Page 6)**. (9-0 vote)

The Chair received public comments.

Comments were made regarding the impact of eliminating student health and dual language support positions, and expressed concerns about mental health staffing reductions and suicide prevention coordinator positions and the potential impact of losing these positions.

Motion to Amend (Carried)
Motion was made by Ms. Thompson, seconded by Mrs. Hixon and carried, to restore the two suicide coordinator positions; and splitting it how staff sees fit. (9-0 vote)

The Chair received public comments.

Comments were made pertaining to the need to balance additional spending with corresponding budget cuts, and expressed support for reconsidering the prior recommendation to eliminate the positions.

A vote was taken on the Motion to Amend.

Comments were made regarding the balance between prevention and crisis intervention in mental health services, clarification on the number of filled school social worker, family counselor, and Student Support Instructional Specialist (SSIS) positions were affected.

Second Motion to Amend (No Vote Taken)
Motion was made by Ms. Thompson, seconded by Mrs. Leonardi, to maintain the 16 filled School Social Worker positions, 11 filled School Counselor positions, and 37 SSIS positions.

The Chair received public comments.

Board discussion focused on clarifying prior recommendations to preserve school social workers and counselors; proposed restorations of counselor and student support positions; and the estimated $3.6 million budget impact and potential offsets. The Superintendent asked the Board to provide staff with specific parameters and criteria regarding what the Board does not want impacted. Staff would then identify positions to offset those impacts.

Substitute Motion to Postpone (Carried)
Motion was made by Mrs. Rupert, seconded by Mr. Cervera and carried, to Postpone Agenda Item 4, Superintendent's 2026-2027 Organizational Chart to the May 11, 2026 School Board Workshop.
Mrs. Leonardi and Ms. Thompson voted no. (7-2 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns regarding delays in approving the organizational chart and the impact on affected employees; clarification regarding timelines, vacancies, and below-the-line positions; budget reduction goals, administrative and school-based staffing priorities, and potential future cuts; and concerns regarding balancing board direction with administrative accountability for the final organizational structure.

A vote was taken on the Substitute Motion to Postpone.

Motion to Extend the Meeting (Carried)
Motion was made by Mrs. Leonardi, seconded by Mrs. Hixon and carried, to extend the Special School Board Meeting by one hour.
Mr. Cervera and Dr. Zeman voted no. (7-2 vote)

5. First Amendment to Special Counsel Services Agreement with Weiss Serota Helfman Cole & Bierman, P.L. (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to the Special Counsel Services Agreement with Weiss Serota Helfman Cole & Bierman, P.L. ("Firm") to authorize the Firm to provide litigation services in the matter of Oakland Park Dixie, LLC v. The School Board of Broward County, Broward County, and The City of Oakland Park, in the Circuit Court of the 17th Judicial Circuit, Case No.: CACE 26 003633, in addition to existing transactional legal services, in matters involving concurrency, zoning, mitigation, and related litigation. District-wide (9-0 vote)

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

6. Strengthening Board Office Operations, Alignment, and Support (Approved as Amended)
Morion was made by Dr. Zeman, seconded by Mrs. Alhadeff, to authorize the administrative, legal, and audit actions identified in the motions set forth in this agenda item to support continued clarity, consistency, training, accountability, and alignment in Board Office operations. Leonardi. **This Motion was superseded by Motions to Amend (Pages 6-7)**. (9-0 vote)

The Chair received public comments.

Board Chair Leonardi addressed concerns regarding the inappropriate use of the Broward County Public Schools logo in connection with a political event and clarified that the related expense had been incorrectly processed by the administrative office. She stated that the issue was self-reported, the full $150 reimbursement was made immediately, and the District-issued purchasing card was surrendered to the superintendent.

Mrs. Leonardi also called for a transparent review of Board protocols and policies, including stronger guidelines on district branding, separation of district resources from political activity, financial compliance training, expenditure approval processes, and reporting structures to prevent future errors.

Board discussion included, but was not limited to, acknowledgment that mistakes had been made and corrective actions were taken; the lack of onboarding and training for board assistants and support for improving procedures and transparency; and expressions of support for the chair's leadership, accountability, and swift response to address the matter. General Counsel explained what was permissible to discuss.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to move to direct the General Counsel to develop Board policies governing the use of the District's name and/or logo; direct the Superintendent to update the administrative guidelines for use of the District's name and/or logo. (9-0 vote)

Comments were made in support of the motion; and confirmation that the motion would help ensure compliance with applicable law.

A vote was taken on the Motion to Amend.

Second Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to move to direct the General Counsel, in collaboration with the Superintendent, to develop appropriate training and standard operating procedures for the Board Office. (9-0 vote)

Board discussion included concerns about avoiding punitive perceptions while supporting additional training and clearer expectations for Board Office staff and assistants; and clarification was provided regarding the scope of the motion.

A vote was taken on the Second Motion to Amend.

Third Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to direct the Superintendent to provide training to Board staff on P-Card standards and procedures, including a review of related training materials, guidelines, and standard operating procedures; and direct the General Counsel to review Policy 3810 Purchasing Card Program, and initiate Rulemaking, as appropriate, to update the policy and strengthen accountability, enforcement, and compliance. (9-0 vote)

Board discussion included support for reviewing and improving p-card training and policies, clarification that current training applied only to cardholders, questions regarding assistants' use of p-cards, and agreement to proceed with the motion while further review was conducted.

A vote was taken on the Third Motion to Amend.

Motion (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Ms. Thompson to direct the Chief Auditor to conduct an audit of the P-Card use in the District for the last year.

Comments were made noting a prior external p-card audit found no major issues and the need to clearly define the scope and timeframe of any future audit.

Substitute Motion (Carried)
Motion was made by Mrs. Hixon, seconded by Mrs. Leonardi and carried, to direct the Chief Auditor to conduct an audit of the P-Card use in the District from April 28, 2025 to April 28, 2026 for school board members, Cabinet and above. (9-0 vote)

The Chair received public comments.

Board discussion included amendments to the motion to narrow the proposed p-card audit to school board members and cabinet-level staff; and the need for a clear audit time limit.

A vote was taken on the Substitute Motion.

Motion (Failed)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, I move that we authorize the General Counsel to retain an outside law firm to investigate the matter and provide recommendations.
Mrs. Alhaeff, Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (0-9 vote)

Comments were made opposing district funding for an independent law firm due to ongoing state investigations and concerns about duplicative costs; and clarification was provided that the recommendation predated the investigation.

A vote was taken on the Motion to Amend.

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

A vote was taken on the Motion to Extend the Meeting.

Motion (Not Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson, I move that we direct the Superintendent to bring back the job descriptions for the Board Secretary positions for Board consideration.
Mr. Cervera, Mrs. Hixon, Dr. Holness, Mrs. Rupert, and Dr. Zeman voted no.
(4-5 vote)

Board discussion included, but was not limited to, concerns that changing reporting structures for board assistants could complicate governance and accountability; best practices, oversight, collaboration, and continuity for board office operations; whether assistants should report to the superintendent or solely to elected board members; and support was expressed for strengthening procedures, training, and review processes without altering constitutional reporting relationships.

A vote was taken on the Motion (page 8).

A vote was taken on the item as amended.

General Board Discussion
Mrs. Leonardi thanked colleagues, staff, safety personnel, and officers for their support and assistance in managing a long, emotional, and orderly meeting.

Mr. Cervera congratulated J.P. Taravella High School for winning the Miami Heat "How Low Can You Go" challenge, highlighting the school's significant reductions in energy use and cost savings.

Adjournment This meeting was adjourned at 8:33 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

Special School Board Meeting

Meeting Time: 04-28-26 15:00

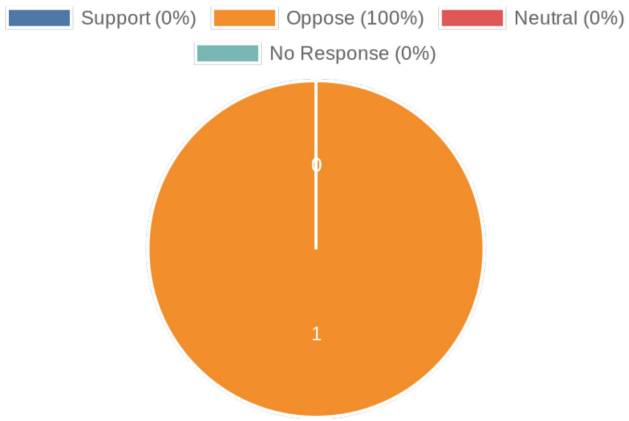
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Special School Board Meeting	04-28-26 15:00	13	1	0	1	0

Sentiments for All Meetings

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

Overall Sentiment



Special School Board Meeting

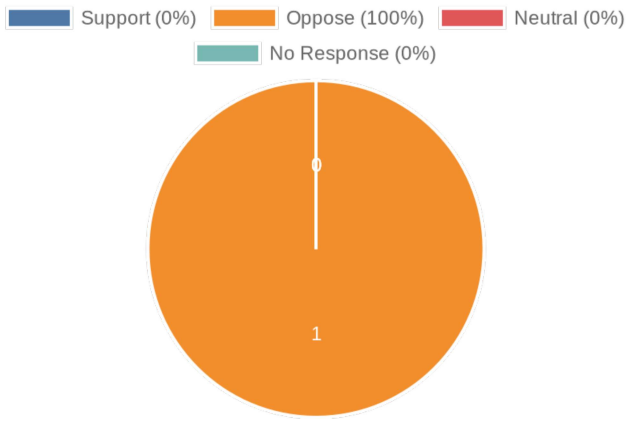
04-28-26 15:00

Agenda Name	Comments	Support	Oppose	Neutral
3.) Proposed 2026-2027 Job Descriptions ADDED	1	0	1	0

Sentiments for All Agenda Items

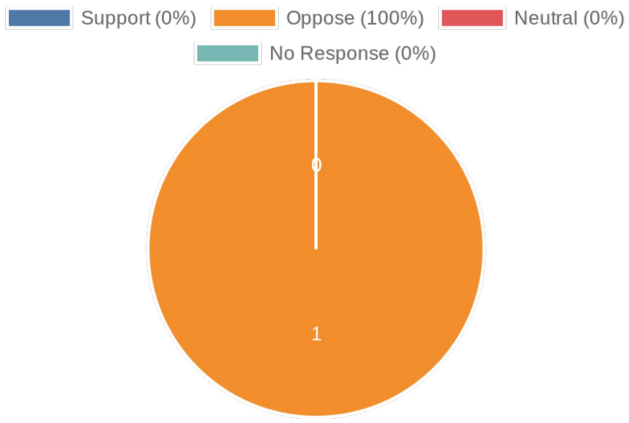
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for 3.) Proposed 2026-2027 Job Descriptions ADDED

Overall Sentiment



Melanie Birken
Location:
Submitted At: 4:41pm 04-27-26

Members of the Board,
I am submitting this comment to oppose the proposed revisions to the minimum qualifications and experience for the Director, Wellness and Mental Health position.
Based on the accompanying organizational chart, this role is identified as the district's mental health leadership position. The title itself, Director, Wellness and Mental Health, establishes clear responsibility for leadership, oversight, and accountability of the district's mental health system.
The responsibilities assigned to this position include oversight of mental health services, prevention and intervention initiatives, compliance with state and federal mental health mandates, and coordination with healthcare providers and state agencies. These are not general administrative functions; they require specialized mental health knowledge, training, and professional preparation.
Despite this, the proposed revisions weaken the minimum qualifications by allowing candidates without a formal mental health background, while making mental health credentials and certification merely preferred. This creates a clear misalignment between the role's title, its responsibilities, and the qualifications required to perform it effectively.
A Director of Wellness and Mental Health must have the professional expertise necessary to ensure fidelity to evidence based practices, accurately interpret mental health requirements, and provide credible leadership to district and school based mental health professionals. Educational leadership experience may support the role, but it cannot replace foundational mental health training and a relevant graduate degree.
For these reasons, I respectfully urge the Board to reject the proposed changes to the minimum qualifications and ensure that this position requires a mental health background, training, and degree consistent with its role, responsibilities, and impact on student well being.
Thank you for your consideration.
Melanie Birken

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

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

TITLE:

2025-2026 Appointments, Leaves and Separations of Employment & 2026-2027 Appointments, Title Changes and Reappointments

REQUESTED ACTION:

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

RATIONALE:

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

EXHIBITS:

FINANCIAL IMPACT:

There is no financial impact to the District

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer May 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Status: ADDITIONAL INFORMATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Professional Standards

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

TITLE:

Employee Corrective Actions/Probationary Releases
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve employee corrective actions/probationary releases. District-wide

RATIONALE:

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

EXHIBITS:

- Additional Information Memo

FINANCIAL IMPACT:

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

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

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

June 2, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR H-2, EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES, FOR THE JUNE 9, 2026, REGULAR SCHOOL BOARD MEETING.**

Attached is additional information regarding H-2, Employee Corrective Action / Probationary Releases, for the June 9, 2026, Regular School Board Meeting.

- The attached Employee Corrective Action / Probationary Releases.

HH/EL/DA:bkw
Attachment

For more information, please contact:

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

EXECUTIVE SUMMARY

Employee Corrective Actions/Probationary Releases

Board Meeting Date: June 9, 2026

Requested Action: Approve Employee Corrective Actions/Probationary Releases.

General Information

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

District-zone Impact/Board Member:	
School Board Policy Requirement	• Policy 4.9
Statutory Requirement	• Florida Statue 1001.41 – Powers and Duties of the District School Board.
If the School Board votes "Yes"	• Upon board approval, the corrective actions will be implemented per Policy 4.9 guidelines, and probationary releases will be processed. The enacted corrective actions will become part of the progressive discipline history for the affected employees.
If the School Board votes "No"	• The corrective actions will not be implemented per Policy 4.9 guidelines. The recommended corrective actions will not become part of the progressive discipline history for the affected employees and may impact future corrective action decisions.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrails 4 - Accountability
Measurable Outcome(s)/Return on Investment	• Discipline implemented by the District is a method to correct the behavior and improve employee performance. Expectations are communicated throughout the due process to inform the employee about school board policies and state statutes related to their job responsibilities.

Background/History
Broward County Public Schools adheres to the procedures outlined in Policy 4.9 and Florida Statutes for administering corrective action. This process requires approval from the school Board prior to implementing corrective action. Every employee recommended for corrective action has received his/her due process throughout their case.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	**N/A**	**N/A**	**N/A**	**N/A**

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	**N/A**	**N/A**	**N/A**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Emp. Cor. Act. /Prob. Rel.

JUNE 9, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Alston, Brennitra	Instructional Assistant, BTU-ESP	Wilton Manors Elementary School	**(CAR) 3-Day Suspension:** Attendance concerns	DPN Signed: 3/31/26 DPM Date: 4/7/26 CAR Signed: 4/28/26	2/11/20 – MS – Behavior concern 4/19/21 – VR – Attendance concerns 10/6/22 – WR – Attendance concerns 9/19/23 – MS – Attendance concerns 2/9/24 – MS – Attendance concerns 3/6/24 – WR – Attendance concerns 5/8/25 – WR – Attendance & performance concerns 9/8/25 – MS – Attendance concerns
Angilot, Junette	Instructional Assistant, BTU-ESP	Orange Brook Elementary School	**(CAR) 3-Day Suspension:** Inappropriate redirection of student(s)	DPN Signed: 5/8/26 DPM Date: 5/14/26 CAR Signed: 5/26/26	4/22/26 – WR – Behavior and performance concerns 4/23/26 – MS – Attendance concerns
Beamer II, Ben	Teacher, BTU-EP	Hollywood Hills High School	**(CAR) 3-Day Suspension:** Inappropriate behavior toward student(s) with profanity	DPN Signed: 4/14/26 DPM Date: 4/17/26 CAR Signed: 4/24/26	12/4/24 – MS - Behavior concerns 4/10/25 – WR - Behavior concerns 4/29/25 – MS - Behavior concerns
Benner, Michele	Teacher, BTU-EP	Tedder Elementary School	**(CAR) 3-Day Suspension:** Failure to actively supervise students	DPN Signed: 3/25/26 DPM Date: 3/31/26 CAR Signed: 5/7/26	12/18/25 – WR – Failure to actively supervise students (Grievance reduced from 3-day suspension)
Billings, Basil	Teacher, BTU-EP	Dillard 6-12	**Termination:** Disqualifying Offense – Arrest	N/A	N/A
Bitton, Amanda	Elementary School Counselor, BTU-EP	Forest Hills Elementary School	**(CAR) 1-Day Suspension:** Failure to comply with SBBC Policy 5030: Mandatory Reports of Child Abuse	DPN Signed: 4/7/26 DPM Date:4/15/26 CAR Signed: 5/19/26	N/A
Booker Goode, Candace	Assistant Principal, BPAA	Silver Lakes Middle	**(CAR) 1-Day Suspension:** Failure to adhere to Behavioral Threat Assessment Guidelines	DPN Signed: 4/24/26 DPM Date:5/6/26 CAR Signed: 5/12/26	N/A
Cooper, Leah	Teacher, BTU-EP	Oakland Park Elementary School	**Termination:** Disqualifying Offense – Arrest	N/A	N/A
Denfeld, Philipp	Teacher, BTU-EP	Northeast High School	**(CAR) Termination:** Inappropriate and unprofessional comments towards students	DPN Signed: 5/5/26 DPM Date: 5/8/26 CAR Signed: 5/26/26	4/28/23 – VR – Behavior concern 4/22/25 – Behavior concern
Donoso Jr., Patricio	Teacher, BTU-EP	Atlantic Technical College and Technical High School	**(CAR) 5-Day Suspension:** Violation of SBBC Policy 5900: Anti-Bullying	DPN Signed: 3/3/26 DPM Date: 3/5/26 CAR Signed:4/2/26	12/18/23 – MS – Behavior concerns 6/3/25 – MS – Behavior concerns 5/2/25 – WR – Behavior concerns (Violation of SBBC Policy 5900: Anti-Bullying)

BOARD MEETING DATE
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Erby, Emeisia	Bus Operator, FOPE	Pupil Transportation – South Terminal	**(CAR) 7-Day Suspension:** Violations of procedures while operating a school bus (cell phone use, unscheduled stop, improper parking)	DPN Signed: 12/10/25 DPM Date: 12/16/25 CAR Signed: 5/4/26	5/21/21 – WR – Rule 9: Preventable Accident 8/29/22 – MS – Attendance concerns 4/7/24 – MS – Unprofessional behavior toward a staff member
Goins, Tynesha	Bus Attendant, FOPE	Student Transportation & Fleet Services – South Terminal	**(CAR) 5-Day Suspension:** Failure to adhere to assigned work schedule, falsification of accountability sheet	DPN Signed: 1/13/26 DPM Date: 1/21/26 CAR Signed: 5/15/26	11/2/20 – VR – Attendance concerns 9/30/22 – MS – Attendance concerns 10/26/22 – VR – Attendance concerns 4/3/23 – MS – Performance concern 12/20/23 – 1-Day Suspension – Behavior & performance concerns 9/16/24 – MS – Performance concerns
Gomez, Johnny	Campus Monitor, FOPE	SSEP-Coconut Creek K-8	**(CAR) 3-Day Suspension:** Failure to adhere to directives, inappropriate and unprofessional behavior	DPN Signed: 4/20/26 DPM Date: 4/23/26 CAR Signed: 5/20/26	1/29/25 – MS – Behavior concern 3/26/26 – WR – Behavior concern
Gunter, Kelvin	Teacher, BTU-EP	Deerfield Beach High School	**(CAR) Termination:** Inappropriate comments and actions toward students	DPN Signed: 4/1/26 DPM Date: 4/7/26 CAR Signed: 4/30/26	3/14/23 – MS – Attendance, behavior, performance concerns 5/14/24 - MS - Unprofessional, inappropriate behavior towards students
Harden, Priscilla	Campus Monitor, FOPE	SSEP – Floranada Elementary School	**(CAR) 1-Day Suspension:** Failure to adhere to school safety and security procedures and attendance concerns	DPN Signed: 5/8/26 DPM Date: 5/14/26 CAR Signed: 5/26/26	10/16/25 – MS – Attendance and performance concerns
Hill, Kenniesha	Campus Monitor, FOPE	SSEP – Pompano Beach Middle School	**(CAR) 5-Day Suspension:** Attendance concerns	DPN Signed: 4/9/26 DPM Date: 4/13/26 CAR Signed: 5/4/26	5/17/24 – WR – Attendance concerns 10/2/25– ES – Attendance concerns 1/21/26 – 3-Day Suspension – Attendance concerns
Jackson, Corey	Behavioral Technician, BTU-ESP	Riverside Elementary School	**(CAR)3-Day Suspension:** Improper redirection of a student, failure to report assist	DPN Signed: 4/7/26 DPM Date: 4/10/26 CAR Signed: 4/27/26	N/A
Jackson, Dorothea	Campus Monitor, FOPE	SSEP – Rickards Middle School	**(CAR): 1-Day Suspension:** Attendance concerns	DPN Signed: 5/14/26 DPM Date: 5/20/26 CAR Signed: 5/26/26	8/28/25 – ES – Attendance concerns 9/22/25 – MS – Attendance concerns 3/26/26 – WR – Attendance concerns
Jacques, Lisa	Teacher, BTU-EP	Hallandale High School	**(CAR) 1-Day Suspension:** Failure to comply with testing procedures, secure door and supervise students	DPN Signed: 4/6/26 DPM Date: 4/13/26 CAR Signed: 5/28/26 Stipulation Agreement Signed: 5/28/26	N/A
James, Jonelle	Teacher, BTU-EP	Pasadena Lakes Elementary School	**(CAR) 3-Day Suspension:** Improper redirection of a student(s)	DPN Signed: 4/20/26 DPM Date: 4/23/26 CAR Signed:4/29/26	N/A

BOARD MEETING DATE
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Johnson, Diamond	Teacher Assistant, BTU-ESP	Hallandale High School	**(CAR) 3-Day Suspension:** Attendance concerns	DPN Signed: 4/23/26 DPM Date: 4/29/26 CAR Signed: 5/28/26	11/22/24 – ES – Performance concerns 6/3/25 – WR – Behavior and performance concerns
Johnson, Shirley	Bus Attendant, FOPE	Pupil Transportation – Central West Terminal	**(CAR) 3-Day Suspension:** Unprofessional behavior and comments toward student(s)	DPN Signed: 11/21/25 DPM Date: 12/3/26 CAR Signed: 5/4/26	N/A
Jones, Janay	Food Service Manager-High, FOPE	Fort Lauderdale High School	**(CAR) 1-Day Suspension:** Failure to have published menu items available	DPN Signed: 3/5/26 DPM Date: 3/13/26 CAR Signed: 4/24/26	5/30/25 – MS – Performance concerns 1/23/26 – WR – Performance concerns
Larose, Marc	Assistant Principal, BPAA	Whiddon-Rogers Education Center	**(CAR) 1-Day Suspension:** Failure to adhere to Behavioral Threat Assessment Guidelines	DPN Signed: 4/24/26 DPM Date:5/4/26 CAR Signed: 5/15/26	N/A
Lawford, Chaquita	Teacher, BTU-EP	Falcon Cove Middle School	**(CAR) 3-Day Suspension:** Unprofessional conduct toward student(s)	DPN Signed: 4/14/26 DPM Date: 4/23/26 CAR Signed: 5/13/26	1/29/24 – MS – Failure to follow state testing procedures 5/22/24 – WR – Behavior concerns 3/30/26 – ES – Attendance and behavior concerns
Lewis, Lerhonda	Teacher, BTU-EP	Pompano Beach Middle School	**(CAR) 1-Day Suspension:** Violation of SB Policy 5030 – Mandatory Reports of Child Abuse	DPN Signed: 4/20/26 DPM Date: 4/24/26 CAR Signed: 5/4/26	N/A
Linzer, Beth	Teacher, BTU-EP	Silver Shores Steam Academy K-8	**(CAR) Termination:** Violation of SB Policy 5900 – Anti-Bullying	DPN Signed: 3/3/26 DPM Date: 4/13/26 CAR Signed: 4/21/26	10/17/22 – MS – Unprofessional behavior 11/29/23 – 3-Day Suspension – Violation of SB Policy 5.9 – Bullying and Harassment
Louis, Gabriel	Instructional Assistant, BTU-ESP	Lauderhill 6-12 STEM-MED Magnet	**(CAR) 1-Day Suspension:** Attendance concerns	DPN Signed: 3/26/26 DPM Date: 4/2/26 CAR Signed: 5/8/26	5/16/25 – 3-Day Suspension – Behavior concern 10/27/25 – MS – Performance concerns
Louis, Myriane	Relief Bus Operator, FOPE	Student Transportation & Fleet Services – North Terminal	**(CAR) 7-Day Suspension:** Violations of established procedures: making unscheduled stop, leaving key in ignition while bus is unattended, use of cell phone	DPN Signed: 1/21/26 DPM Date:1/30/26 CAR Signed: 5/26/26	11/17/17 – VR – Performance concern 12/21/17 – WR – Performance concern
Marshall, Maykah	Teacher, BTU-EP	Coral Glades High School	**(CAR) 10-Day Suspension:** Unprofessional behavior toward student(s)	DPN Signed: 4/2/26 DPM Date: 4/13/26 CAR Signed: 5/8/26	6/4/24 – MS – Behavior concerns 2/19/25 – VR – Behavior concerns 1/16/26 – 3-Day Suspension – Behavior concerns
Martinez, Avelina	Facilities Serviceperson, FOPE	Deerfield Beach High School	**(CAR) 10-Day Suspension:** Behavior, Theft of School Board Property (<$750)	DPN Signed: 4/8/26 DPM Date: 4/13/26 CAR Signed: 5/18/26	3/13/25 – ES – Attendance concerns 8/21/25 – WR – Attendance concerns 10/9/25 – 5-Day Suspension – Attendance concerns
Martinez, Marvyn	Bus Operator, FOPE	Pupil Transportation – South Terminal	**(CAR) 5-Day Suspension:** Rule 1B (1st Offense) Observed using cell phone technology while operating a school bus	DPN Signed: 12/3/25 DPM Date: 12/9/25 CAR Signed: 5/7/26	11/2/22 – MS – Rule 9: "Preventable Accident" (crash) 9/6/24 - MS – Rule 8: Failure to complete required reports

BOARD MEETING DATE
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Maxwell, Ariel	Instructional Assistant, BTU-ESP	Lake Forest Elementary School	**(CAR) 3-Day Suspension:** Attendance concerns	DPN Signed: 5/11/26 DPM Date: 5/15/26 CAR Signed: 5/27/26	8/7/25 – ES – Attendance concerns 4/1/26 – WR – Attendance concerns
McCray, Teraz	Facilities Serviceperson, FOPE	PPO – Custodial/Grounds Services	**(CAR): 7-Day Suspension:** Attendance concerns	DPN Signed: 4/13/26 DPM Date: 4/16/26 CAR Signed: 5/26/26	7/24/24 – MS – Attendance concerns 7/1/25 – WR – Attendance concerns 11/18/25 – 3-Day Suspension – Attendance concerns
Moseley, Samuel	Teacher, BTU-EP	Charles Drew Family Resource Center	**(CAR) 3-Day Suspension:** Improper redirection of student(s)	DPN Signed: 2/10/26 DPM Date: 2/17/26 CAR Signed: 5/27/26	N/A
Norea, Yamanja	Relief Bus Operator, FOPE	Pupil Transportation – Central Terminal	**(CAR): 1-Day Suspension:** Failure to conduct a required bus check	DPN Signed: 1/6/26 DPM Date: 1/9/26 CAR Signed: 4/30/26	N/A
Pereira, David	Assistant Principal, BPAA	Boyd Anderson High School	**(CAR) 1-Day Suspension:** Failure to adhere to Behavioral Threat Assessment Guidelines	DPN Signed: 3/526 DPM Date: 3/11/26 CAR Signed: 5/6/26	N/A
Perez, Angel	Facilities Serviceperson, FOPE	Park Ridge Elementary School	**(CAR) 2-Day Suspension:** Sleeping while on duty	DPN Signed: 03/23/26 DPM Date: 3/30/26 CAR Signed:4/29/26	N/A
Petit-Homme, Josue	Bus Operator, FOPE	Pupil Transportation – Central Terminal	**(CAR) 3-Day Suspension:** Unprofessional behavior and unsafe operation of a school bus	DPN Signed: 1/6/26 DPM Date: 1/9/26 CAR Signed: 4/30/26	N/A
Pinnace, Judean	Teacher Assistant, BTU-ESP	Annabel C. Perry PreK-8	**(CAR) 3-Day Suspension:** Improper redirection of student	DPN Signed: 5/1/26 DPM Date: 5/6/26 CAR Signed: 5/15/26	N/A
Power, Arron	Head Facilities Serviceperson, FOPE	Bayview Elementary School	**(CAR) 1-Day Suspension:** Failure to clean assigned areas	DPN Signed: 1/13/26 DPM Date: 2/17/26 CAR Signed: 4/29/26	1/23/13 – VR – Behavior concerns 5/9/17 – MS – Attendance concerns 5/2/24 – MS – Behavior concerns 12/12/24 – MS – Behavior concerns 2/11/25 – 2-Day Suspension – Behavior concern
Robinson, Trevis	Campus Monitor, FOPE	SSEP – Crystal Lake Middle School	**(CAR) Termination:** Insubordination, sleeping while on duty	DPN Signed: 4/17/26 DPM Date: 4/23/26 CAR Signed: 5/26/26	2/10/26 – 5-Day Suspension – Performance concern
Sagaro, Carlos	Teacher, BTU-EP	Everglades High School	**(CAR) 1-Day Suspension:** Inappropriate comment(s) to student(s)	DPN Signed: 3/13/26 DPM Date: 3/25/26 CAR Signed:4/17/26	2/4/15 – MS – Behavior concern
Smith, Shamika	Bus Operator, FOPE	Pupil Transportation – Central Terminal	**(CAR) 5-Day Suspension:** Rule 1B (1st Offense) Observed using cell phone technology while operating a school bus	DPN Signed: 3/2/26 DPM Date: 3/4/26 CAR Signed: 5/7/26	2/27/25 – WR – Rule 8: Failure to complete required reports 9/3/25 – MS – Rule 9: "Preventable Accident" (crash) 2/27/26 – MS – Reiterating expectations regarding performing pre-trip inspection
Sworn, Brentis	Campus Monitor, FOPE	SSEP Zone 4	**Termination:** Disqualifying Offense - Arrest	N/A	

BOARD MEETING DATE
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Williams, Ayrica	Bus Operator-Special Needs, FOPE	Pupil Transportation – Central Terminal	**(RM) 10-Day Suspension:** Violation of SBBC Policy 2400 – Drug-Free Workplace	Incident Date: 4/16/26 RM Notice: 5/5/26 LCA Signed: 5/14/26	N/A

JOB ABANDONMENT

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process
Aitha, Akhila	Network Analyst I, FOPE	Student Transportation & Fleet Services, Central	**Termination:** Job abandonment	Letter: 5/12/26 Docs received: yes
Ferguson, Michael	Food Service General Worker, FOPE	Oakland Park Elementary School	**Termination:** Job abandonment	Letter: 5/15/26 Docs received: yes
Jones, Amber	Food Service General Worker, FOPE	Flamingo Elementary School	**Termination:** Job abandonment	Letter: 5/13/26 Docs received: yes
Joseph, Darline	Food Service General Worker, FOPE	Ramblewood Middle School	**Termination:** Job abandonment	Letter: 5/26/26 Docs received: yes
Lindsay, Jasmine	Food Service General Worker, FOPE	Harbordale Elementary School	**Termination:** Job abandonment	Letter: 5/26/26 Docs received: yes
Quailes, Ashley	Food Service General Worker, FOPE	Pompano Beach High School	**Termination:** Job abandonment	Letter: 5/11/26 Docs received: yes
Reeves, Janet	Bus Attendnant, FOPE	Student Transportation & Fleet Services, Central	**Termination:** Job abandonment	Letter: 5/26/26 Docs received: yes
Servius, Ermance	Food Service General Worker, FOPE	Coral Springs High School	**Termination:** Job abandonment	Letter: 5/15/26 Docs received: yes

TERMINATION FROM LEAVE

SCHOOL BOARD POLICY 4410 – EMPLOYEE OBLIGATION DURING LEAVE: An employee who is on approved leave must submit his/her employment intentions for the following year no later than March 1. The employees listed below were on Board-Approved Leave for the 2025-2026 school year and did not submit their employment intentions by the SBBC Policy 4410 deadline. (Employees received notices from the Leaves Department.)

Instructional	Non-Instructional
Hurteau, Allison	Skinner, Shaunivan
Thompson, Mallory	Smith, Marquisa

BOARD MEETING DATE
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Transportation Rules and Penalties

Rule 1.
- A. Observed texting while operating a Broward County School Bus
- B. Observed using cell phone technology while operating a Broward County School Bus

Rule 2.
- A. Failure to check the school bus after each A.M. and P.M. bus run, which results in a student being left on the bus unattended.
- B. Failure to check the school bus after each A.M. and P.M. bus run, which results in a student being left on the bus attended

Rule 3.
- A. Failure to report "call-out" 15 minutes prior to scheduled start time
- B. Reporting late to work fifteen (15) minutes after scheduled start time

Rule 4.
- A. Vehicle Tampering - (causing mechanical damage, i.e.: removing fuses, camera, C.R.S., and/or GPS tampering, moving bus after calling in a breakdown, etc.)
- B. Failure to perform Pre-trip Inspection
- C. Failure to properly utilize the provided driver safety belt
- D. Failure to maintain cleanliness of bus

Rule 5.
- A. Failure to get approval prior to making unscheduled stop(s), and/or altering route.
- B. Letting student off at an unauthorized stop location
- C. Permitting unauthorized person(s) to board or ride the school bus

Rule 6.
Failure to use appropriate Passenger Management Techniques (i.e. slamming on brakes, windows closed, verbal abuse.

Rule 7.
Failure to utilize appropriate safety equipment while transporting students

Rule 8.
Failure to report student injury and/or complete required reports. When a Transportation employee observes a student being injured, or when a student or parent reports an injury, the driver shall, notify terminal dispatch immediately by radio and file a written report immediately upon return to terminal.

Rule 9.
"Preventable Accident" (Crash) in a school bus resulting in damages or with injuries

Rule 10.
Failure to answer Radio (not related to equipment failure)

Rule 11.
Improper utilization of bus keys
- A. Leaving key in ignition when bus is unattended or parked
- B. Failure to return key to appropriate location after each AM & PM Route

Rule 12.
Unauthorized/Unapproved use of Broward County School Bus

Rule 13.
Failure to wear attire and/or shoes that comply with established dress code

Rule 14.
Failure to stop at railroad crossings (after complete investigation).

Legend:

CAR	= Corrective Action -Site-Based Investigation
DPM	= Due Process Meeting
DPN	= Due Process Notice
ES	= Email Summary
LCA	= Last Chance Agreement
MMI	= Maximum Medical Improvement
MS	= Meeting Summary
PLV	= Employee absent without accrued leave
Pre-DM	= Pre-Disciplinary Meeting
PSC	= Professional Standards Committee – Personnel Investigation
PSCM	= Professional Standards Committee Meeting
RM	= Risk Management
VR	= Verbal Reprimand
WC	= Workers' Compensation
WR	= Written Reprimand

DA/HP:bw/kk
Revision 6/2/26 (V13)

Status: WITHDRAWN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

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

TITLE:

Supplemental Pay Positions 11
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve the supplemental pay positions for the 2025/2026 school/fiscal year. District wide

RATIONALE:

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

EXHIBITS:

Memo to Withdraw

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer May 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

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

June 1, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano Ernie Lozano (Jun 1, 2026 16:30:21 EDT)
Chief Human Resources Officer

VIA: Dr. Howard Hepburn HH (Jun 1, 2026 16:42:17 EDT)
Superintendent of Schools

SUBJECT: **REQUEST TO WITHDRAW ITEM H-3, SUPPLEMENTAL PAY POSITIONS 11, FROM THE JUNE 9, 2026, REGULAR SCHOOL BOARD MEETING.**

Please withdraw Item H-3, Supplemental Pay Positions 11, from the June 9, 2026, Regular School Board Meeting.

HH/EL:tjr

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	CTACE

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

TITLE:

Career Engagement Platform (Tiggbee LLC)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Tiggbee LLC at no cost to the District for a term ending May 31, 2031. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 7, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve Agreement
202600195-Career Engagement Platform (Tiggbee LLC)

Board Meeting Date: June 9, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Tiggbee LLC at no cost to the District for a term ending May 31, 2031.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC students in grades 6–12 will have access to a video-driven career engagement platform that connects them with industry professionals, enhances career awareness, and supports work-based learning initiatives aligned to state and national workforce priorities.
If the School Board votes "No"	• SBBC students will not have access to this career exploration platform, limiting opportunities for exposure to industry professionals and real-world career pathways, particularly for students who may not otherwise have access to such experiences.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• This Agreement provides a **no-cost solution** that supports student career awareness, engagement, and exposure to high-demand industries. Students will participate in weekly interactive video sessions featuring industry professionals, increasing awareness of career pathways and workforce opportunities. The platform supports work-based learning initiatives and enhances equitable access to career exploration experiences for all students, particularly those in underserved communities. The return on investment is demonstrated through expanded student engagement, increased awareness of career pathways, and strengthened alignment between classroom instruction and workforce readiness without financial impact to the District. One hundred percent of middle school students enrolled in Career and Technical Education (CTE) courses will have access to career exploration experiences through the Tiggbee platform. Student engagement will be measured through

	documented usage rates and completion of assigned activities. Access to the Tiggbee platform will support the maintenance of a 95 percent enrollment rate in high school CTE programs, demonstrating a sustained and measurable pipeline from middle school exposure to continued participation in career pathways.

Background/History
Tiggbee LLC provides a web-based, video-driven career engagement platform designed to connect students with industry professionals through interactive, real-world career exploration experiences. The platform delivers weekly, professionally produced video events that allow students to learn about various careers, submit questions, and receive responses directly from industry leaders.

Through this Agreement, students in grades 6–12 will participate in a minimum of twenty (20) weeks of career engagement experiences annually. The platform integrates with Clever for ease of access and aligns with District initiatives related to Career and Technical Education (CTE), work-based learning, and workforce readiness.

Tiggbee has established partnerships and collaborations with organizations such as **Space Florida**, supporting exposure to high-demand industries, including aerospace and advanced manufacturing. These collaborations enhance the platform's ability to connect students with professionals across diverse and emerging career fields.

Tiggbee's platform is designed to remove barriers to career exposure by providing equitable access to industry professionals and career insights, regardless of geographic or socioeconomic limitations.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The term of this Agreement commences on the date this Agreement is executed by both parties ("Effective Date") and concludes on May 31, 2031, or when terminated pursuant to the Termination section of this Agreement, whichever first occurs.
Multi-Year Agreement:	This is a multi-year Agreement that provides continuity of services and sustained access to career engagement resources.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. There is no cost for this agreement.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
6/9/2026-5/31/2031	59 months	$0

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	All middle and high schools will have access to the platform, supporting career exploration and work-based learning opportunities for students in grades 6–12.
School Selection /Prioritization	Districtwide access will be provided, with schools able to integrate the platform into classroom instruction or career exploration activities.
Community/ Stakeholder Engagement	The platform supports partnerships with industry professionals and businesses by providing students with direct exposure to real-world careers and workforce expectations, strengthening connections between education and industry.
End-User Input	Teachers and students are the primary end users of the platform. Educators can integrate the video content into instruction to support career exploration, while students benefit from engaging, interactive experiences that increase awareness of career opportunities and pathways.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Tiggbee Agreement

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TIGGBEE LLC
(hereinafter referred to as "Tiggbee" or "VENDOR"),
whose principal place of business is
22431 Antonio Pkwy, B160-202, Rancho Santa Margarita, California 92688

A. **WHEREAS**, Tiggbee offers a free resource including access to a video-driven platform for career engagement and exposure to industry leaders to enrich students' learning experience, enhance their career awareness, and align with state and national initiatives for Work-Based Learning; and

B. **WHEREAS**, Tiggbee's purpose is to empower students by connecting them with inspiring businesses and industry leaders. Through video-driven career engagement and exploration and to enable students to understand career opportunities and gain insight into diverse industries, regardless of sociological, economic, or geographic barriers.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on the date this Agreement is executed by both parties ("Effective Date") and concludes on May 31, 2031 or when

terminated pursuant to the Termination section of this Agreement, whichever first occurs.

2.2 **VENDOR Responsibilities**.

2.2.1 Video-Driven Career Engagement Platform: Tiggbee's web-based platform will deliver weekly 5-minute, professionally produced video events for a minimum of 20 weeks during the school year that allow students in grades 6-12 to interact with industry leaders and learn about various career opportunities.

2.2.2 Event Format: Each video event will be designed to be engaging, relatable, and informative. Students can submit comments and questions related to the event throughout the week. After the event closes, the presenter will respond to the students' questions in a follow-up video, reinforcing the connection and dialogue between the students and the professionals.

2.2.3 Content Delivery: Tiggbee delivers one video event per week for a minimum of 20 weeks during the school year. These events will align with existing school curricula and integrate seamlessly into the classroom learning experience.

2.2.4 Engagement and Interaction: Students will have the ability to engage directly with the content by submitting questions and comments. The platform will ensure ongoing engagement by providing responses from industry leaders in follow-up videos.

2.2.5 Industry Exposure: Tiggbee will highlight careers in high-demand industries, introducing students to role models and professionals from various sectors. This will help students in socioeconomically or geographically challenged communities access opportunities that they may otherwise not encounter.

2.2.6 Platform Accessibility: Tiggbee's platform will be integrated and accessible through Clever via web browsers, ensuring ease of access for students and teachers.

2.3 **VENDOR and SBBC Responsibilities**. Configure and implement Clever Rostering accessibility.

2.4 **SBBC's Responsibilities**. Share resources with middle and high school teachers and students.

2.5 **Cost**. There is no cost to SBBC for the goods and services provided by VENDOR under this Agreement.

2.6 **SBBC Disclosure of Education Records**.

2.6.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.6.1.1 To provide an online platform giving students access to videos from a wide range of careers to learn about different career options.

2.6.1.2 To provide students an opportunity to ask professionals about their career.

2.6.2 SBBC employees will provide VENDOR with the following education records, via Clever SSO & Rostering:

2.6.2.1 Student first and last names

2.6.2.2 Student email address

2.6.2.3 School name

2.6.2.4 Student grade level

2.6.2.5 Name of student's assigned teachers

2.6.3 In addition to the education records being provided by SBBC employees in this section, students will input the following information into VENDOR's online platform: Questions entered by students for presenter (from prerecorded career video) to answer. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

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

2.6.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.7 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.7.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age eighteen (18) or older whose education records are to be shared provides prior written consent for their release; and

2.7.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.7.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.7.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations

under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.7.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.7.2.3 Notify the SBBC Information Security & Assurance Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.7.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.7.2.7 Provide SBBC with the name and contact information of VENDOR's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.7.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.7.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost to SBBC and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.7.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **Assessment of Data Protection Controls**.

2.10.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.10.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.10.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.10.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.10.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.10.2.4 Monitoring compliance with established security controls.

2.10.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.11 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	CTACE Curriculum Supervisor The School Board of Broward County, Florida 1701 NW 23rd Avenue Fort Lauderdale, FL 33311
To VENDOR:	Tiggbee, LLC 22431 Antonio Pkwy, A160-202 Rancho Santa Margarita, California 92688

2.13 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.14 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.15 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.16 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.17 **Proprietary Information**.

2.17.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.17.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.18 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.18.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.18.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.19 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.19.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.19.2 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.19.3 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload *(drag and drop)* your certificate of insurance.

2.19.4 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.19.4.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.19.4.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.19.4.3 Certificate Holder: 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

2.19.5 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.19.6 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.20 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.27 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity

may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant

to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of

records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

Tiggbee LLC

John W. Hall
Signature

Printed Name: JOHN W. HALL

Date: 2-27-26

_____
Witness Signature
Print Name: _____

_____
Witness Signature
Print Name: _____

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this _____ day of _____, 2026.
My Commission Expires:

_____
Notary Public Signature

(SEAL) SEE ATTACHED
FEB 27 2026

_____
Printed Name of Notary

_____
Notary's Commission No.

260223tiggberpvclean

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 2/27/26 before me, Max craigie Fisher, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Hall
Name(s) of Signer(s)

,

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

MAX CRAIGIE FISHER
Notary Public - California
Orange County
Commission # 2443395
My Comm. Expires Apr 6, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement Document Date: 2/27/26
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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State of Florida Affidavit

Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Tiggbec LLC

Vendor FEIN: 825147190

Vendor's Authorized Representative Name and Title: John Hall, President

Address:

22431 Antonio Pkwy. B160-202

City: Rancho Santa Margarita State: CA 92688 Zip Code:

8333162270 Phone Number: john.hall@tiggbee.com Email Address:

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other-immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: John W. Hall

AUTHORIZED SIGNATURE

Print Name and Title: John W. HALL President Date:

S:/v/allwork-use/contracts/develop/2526year/260210stateaffidavit

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

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

TITLE:

First Amendment to the Agreement with Capella University, LLC.

REQUESTED ACTION:

Approve the First Amendment to the agreement with Capella University, LLC and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of amendment has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- First Amendment

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

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

EXECUTIVE SUMMARY

First Amendment to the Agreement with Capella University, LLC.

Board Meeting Date: June 9, 2026

Requested Action: Approve the First Amendment to extend the agreement between Capella University, LLC and the School Board of Broward County, Florida (SBBC) for one additional year to continue the cooperative program for the field placement of selected students.

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Not applicable
If the School Board votes "Yes"	• SBBC will be able to partner with Capella University, LLC for an additional year to provide student teaching/internship, practicum, and/or field experience placements, supporting the recruitment of future school counseling and school psychology professions.
If the School Board votes "No"	• SBBC will not extend the agreement with Capella University, LLC for an additional year. This decision will impede our ability to accommodate internship, practicum, and/or field experience placement requests, which will limit opportunities to recruit future school counseling and school psychology professions.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• This partnership will expand clinical and internship opportunities for Capella University teacher candidates while supporting SBBC's efforts to identify and recruit highly qualified future educators. Outcomes will be measured by the number of candidates placed in

	Broward County schools and the percentage who transition into instructional positions within the District.

Background/History

An agreement between a college or university and SBBC is required to place any internship, practicum, or field experience participants. SBBC partners with colleges and universities in Florida and other states to provide undergraduate and graduate students with meaningful, hands-on experiences as they pursue degrees across various majors and fields of study. Through these partnerships, students gain practical experience in real-world educational settings while completing degree requirements. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Field experience enables interns to improve their strategies and adapt to the varied needs of students, resulting in more effective learning experiences. As these interns introduce innovative approaches and new ideas in the classroom, they foster a culture of continuous improvement within the schools. This interaction enhances the interns' professional development and positively impacts student engagement and learning outcomes, which can strengthen the overall effectiveness of educational programs in Broward County.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.
Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among college interns, SBBC school counseling supervisors, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. SBBC staff provides feedback on mentoring strategies to maintain quality service. University supervisors work closely with SBBC staff to ensure compliance with statutory and district policies while supporting effective supervision. The interests of SBBC students are represented through teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement

	procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.
End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service interns who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:

Exhibit 2 – First Amendment

Field Experience Placement Data:

During the 2024–2025 school year, the School Board of Broward County facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO UNIVERSITY AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

and

CAPELLA UNIVERSITY, LLC
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
225 South 6th Street, Minneapolis, Minnesota 55402.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY entered into an Agreement that commenced on August 19, 2025, and expires on June 30, 2026, regarding classroom field placement of selected UNIVERSITY students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the School Counseling and School Psychology professions ("Agreement"); and

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS,** SBBC and UNIVERSITY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from June 30, 2026 through June 30, 2027 through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section *3.5 Termination* of the Agreement.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment; then
(b) the Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., GrayRobinson, P.A. as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR UNIVERSITY:

(Corporate Seal)

CAPELLA UNIVERSITY, LLC

ATTEST:

By: H. Meeks

_____
, Secretary

Print Name: Heather Meeks

_____
-or-

Title: Manager, Site-Based Learning

_____
_____
Witness

Date: 5/4/2024

_____
Witness

APPROVED
By SEI Legal at 2:37 pm, Apr 17, 2026

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

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 4, 2024 (*date*) by Heather Meeks (*name of officer or agent, title of officer or agent*) of Capella University (*name of corporation acknowledging*), a representative (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Drivers License (*type of identification*) as identification and who ☒did/☐did not first take an oath this 4 day of May, 2026.

My Commission Expires:

Laura Anderson
Signature – Notary Public

Laura Mitlyng Anderson
Printed Name of Notary

(SEAL)

LAURA MITLYNG ANDERSON
Notary Public
State of Minnesota
My Commission Expires
January 31, 2029

_____
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

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

TITLE:

First Amendment to the Agreement with Jacksonville University

REQUESTED ACTION:

Approve the First Amendment to the agreement with Jacksonville University and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of first amendment has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- First Amendment

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

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

EXECUTIVE SUMMARY

First Amendment to the Agreement with Jacksonville University

Board Meeting Date: June 9, 2026

Requested Action: Approve the First Amendment to extend the agreement with Jacksonville University for an additional year to continue the cooperative program for the field placement of selected students.

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Broward County Public Schools (BCPS) will be able to continue the partnership with Jacksonville University for an additional year to provide student teaching/internship, practicum, and/or field experience placements, supporting the recruitment of speech and language pathologists.
If the School Board votes "No"	• BCPS will not extend the agreement with Jacksonville University for an additional year. This decision will impede our ability to accommodate student teacher/internship, practicum, and/or field experience placement requests, which will limit opportunities to recruit future speech and language pathologists.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Through this partnership, SBBC will expand the number of Speech and Language Pathology candidates completing field experience placements in Broward County schools. By July 2027, the District anticipates more than a 10% increase in candidates transitioning from field experience placements into full-time Speech and Language Pathology positions in high-need schools and service areas.

Background/History

An agreement between a college or university and SBBC is required to place any internship, practicum, or field experience participants. SBBC partners with colleges and universities in Florida and other states to provide undergraduate and graduate students with meaningful, hands-on experiences as they pursue degrees across various majors and fields of study. Through these partnerships, students gain practical experience in real-world educational settings while completing degree requirements. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable.

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The extension of this agreement allows interns to continue strengthening their speech and language pathology services while adapting to the diverse academic and social-emotional needs of students, resulting in more effective support services. By introducing innovative approaches and fresh perspectives, interns help foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student engagement and well-being, ultimately improving the overall effectiveness of speech and language pathology services in Broward County.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.
Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among university interns, SBBC teacher/intern supervisors/cooperating teachers, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on university interns' input regarding program requirements and the support needed to achieve their academic goals. The SBBC staff provides feedback on mentoring strategies to maintain quality service. University supervisors work closely with SBBC staff to ensure compliance with district policies while supporting effective supervision. The interests of SBBC students are represented through administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.

End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable.

Additional Backup:

Field Experience Placement Data:

During the 2024–2025 school year, the SBBC facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. This demonstrates a strong commitment to integrating future occupational and physical therapists into the school system. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

Docusign Envelope ID: 8B3EB9D8-BBAD-899E-813B-AC113E566C82

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO UNIVERSITY AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

and

JACKSONVILLE UNIVERSITY
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
2800 University Boulevard North, Jacksonville, Florida 32211.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY entered into an Agreement that commenced on March 11, 2025, and expires on June 30, 2026, regarding classroom field placement of selected students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the speech and language pathology profession ("Agreement"); and

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS,** SBBC and UNIVERSITY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from June 30, 2026 through June 30, 2027 through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

Docusign Envelope ID: 8B3EB9D8-BBAD-899E-813B-AC113E566C82

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment; then
(b) the Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

Docusign Envelope ID: 8B3EB9D8-BBAD-899E-813B-AC113E566C82

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., GrayRobinson P.A. as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

Docusign Envelope ID: 8B3EB9D8-BBAD-899E-813B-AC113E566C82

FOR UNIVERSITY:

(Corporate Seal)

JACKSONVILLE UNIVERSITY

ATTEST:

By: Signed by: Kim Banks 502776F28CF6442...

_____

, Secretary

Print Name: Kimberly Banks

_____

-or-

Title: CFO

DocuSigned by: C9CC3287A28B450...

Witness

Date: 5/7/2026

Signed by: Adrianne Mansen

Witness FACE30CBED584CC... Britta Fortson

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

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 5/7/2026 (*date*) by Kimberly Banks, CFO (*name of officer or agent, title of officer or agent*) of Jacksonville University (*name of corporation acknowledging*), a Jacksonville, FL (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☒did/☐did not first take an oath this _____ day of 5/7/2026, 2026.

My Commission Expires: August 10, 2028

DocuSigned by: Beverly Reid 456F544EEDE0483...

Signature – Notary Public

Beverly A. Reid

(SEAL)

Printed Name of Notary

HH574597

Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

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

TITLE:

First Amendment to the Agreement with Liberty University, Inc.

REQUESTED ACTION:

Approve the First Amendment to the agreement with Liberty University, Inc., and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of first amendment has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- First Amendment

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

First Amendment to the Agreement with Liberty University, Inc.

Board Meeting Date: June 9, 2026

Requested Action: Approve the First Amendment to extend the agreement with Liberty University, Inc., for an additional year to continue the cooperative program for the field placement of selected students.

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.
If the School Board votes "Yes"	• Broward County Public Schools (BCPS) will be able to continue the partnership with Liberty University, Inc. for an additional year to provide student teaching/internship, practicum, and/or field experience placements, supporting the recruitment of future educators.
If the School Board votes "No"	• BCPS will not extend the agreement with Liberty University, Inc. for an additional year. This decision will impede our ability to accommodate internship, practicum, and/or field experience placement requests, which will limit opportunities to recruit future educators.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Through this collaboration with Liberty University, Inc., BCPS will host teacher candidates for field experience placements aligned to district instructional priorities. The District will track candidate participation, program

	completion, and the number of graduates who pursue employment with BCPS.

Background/History

An agreement between a college or university and BCPS is required to place any internship, practicum, or field experience participants. BCPS partners with colleges and universities in Florida and other states to provide undergraduate and graduate students with meaningful, hands-on experiences as they pursue degrees across various majors and fields of study. Through these partnerships, students gain practical experience in real-world educational settings while completing degree requirements. BCPS shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not applicable

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

Budget Impact Summary Statement: There is no financial impact to the District.		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The extension of this agreement allows interns to continue strengthening their teaching strategies while adapting to the diverse academic and social-emotional needs of students, resulting in more effective support services. By introducing innovative approaches and fresh perspectives, interns help foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student engagement and well-being, ultimately improving the overall effectiveness of educators in BCPS.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and BCPS schools can also request the placement of these students.
Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among college interns, BCPS teacher/intern supervisors/cooperating teachers, university supervisors, and consideration of BCPS students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. BCPS staff provides feedback on mentoring strategies to maintain quality service. College

	supervisors work closely with BCPS staff to ensure compliance with district policies while supporting effective supervision. The interests of BCPS students are represented through teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.
End-User Input	The Field Experience Program prioritizes BCPS students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:

Exhibit 2 – First Amendment

Field Experience Placement Data:

During the 2024–2025 school year, the BCPS facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO UNIVERSITY AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

and

LIBERTY UNIVERSITY, INC.
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
1971 University Boulevard, Lynchburg, Virginia 24515.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY entered into an Agreement that commenced on March 11, 2025, and expires on June 30, 2026, regarding the classroom field placement of selected students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the Education profession ("Agreement"); and

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS,** SBBC and UNIVERSITY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from June 30, 2026 through June 30, 2027 through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment =; then
(b) the Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., GrayRobinson, P.A. as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR UNIVERSITY:

(Corporate Seal)

LIBERTY UNIVERSITY, INC.

ATTEST:

By: _____

_____, Secretary

Print Name: Justin L. Wilson

-or-

Title: Contract Administrator II

_____
Witness

Date: 5/12/2026

_____
Witness

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

STATE OF Virginia

~~COUNTY~~ City OF Lynchburg

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/12/2026 (*date*) by Justin Wilson (*name of officer or agent, title of officer or agent*) of Liberty University Inc. (*name of corporation acknowledging*), a Virginia (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☐did not first take an oath this 12 day of May, 2026.

My Commission Expires:
5/31/2029

Julie N. Knowles
Signature – Notary Public

Julie N. Knowles
Printed Name of Notary

7067581
Notary's Commission No.

(SEAL)

JULIE N. KNOWLES
NOTARY PUBLIC
REGISTRATION # 7067581
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
5/31/29

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-5.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

First Amendment to the Agreement with Lynn University, Inc.

REQUESTED ACTION:

Approve the First Amendment to the agreement with Lynn University, Inc. and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of amendment has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- First Amendment

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

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

EXECUTIVE SUMMARY

First Amendment to the Agreement with Lynn University, Inc.

Board Meeting Date: June 9, 2026

Requested Action: Approve the First Amendment to extend the agreement between Lynn University, Inc. and the School Board of Broward County, Florida (SBBC) for one additional year to continue the cooperative program for the field placement of selected students.

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Yes, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.
If the School Board votes "Yes"	• SBBC will be able to partner with Lynn University, Inc. for an additional year to provide student teaching/internship, practicum, and/or field experience placements, supporting the recruitment of future educators and occupational therapists.
If the School Board votes "No"	• SBBC will not extend the agreement with Lynn University, Inc. for an additional year. This decision will impede our ability to accommodate student teacher/internship, practicum, and/or field experience placement requests, which will limit opportunities to recruit future educators and occupational therapists.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Through this collaboration with Lynn University, Inc., SBBC will host teacher and occupational therapy candidates for field experience placements aligned to district instructional priorities. The District will track candidate participation, program completion, and the number of graduates who pursue employment with SBBC.

Background/History

An agreement between a college or university and SBBC is required to accept any internship, practicum participants, or field experience placements. Our Field Experience Program operates across borders, collaborating with colleges and universities in Florida and other states. This program provides both undergraduate and graduate students with practical experiences as they pursue degrees in various majors and fields of study. Through this partnership, field experience students can gain valuable hands-on experience while working toward degrees in teaching and occupational therapy. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)

N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The extension of this agreement allows interns to continue strengthening their teaching strategies and occupational therapy services while adapting to the diverse academic and social-emotional needs of students, resulting in more effective support services. By introducing innovative approaches and fresh perspectives, interns help foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student engagement and well-being, ultimately improving the overall effectiveness of future educators in Broward County.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.
Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among college interns, SBBC teacher/intern supervisors/cooperating teachers, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. SBBC staff provides feedback on mentoring strategies to maintain quality service. University supervisors work closely with SBBC staff to ensure compliance with district policies while supporting effective supervision. The interests of SBBC students are represented through teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.

End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:

Exhibit 2 – First Amendment

Field Experience Placement Data:

During the 2024–2025 school year, the SBBC facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO UNIVERSITY AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

and

LYNN UNIVERSITY, INC.
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
3601 North Military Trail, Boca Raton, Florida 33431.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY entered into an Agreement that commenced on February 19, 2025, and expires on June 30, 2026, regarding classroom field placement of selected students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the Elementary Education & Early Childhood Education profession ("Agreement"); and

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS,** SBBC and UNIVERSITY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from June 30, 2026 through June 30, 2027 through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment; then
(b) the Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., Gray Robinson, P.A.
as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR UNIVERSITY:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

LYNN UNIVERSITY, INC.

By: _____

Print Name: CHRISTIAN BONIFORTI

Title: CFO & TREASURER

Date: 4-17-2026

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

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this April 17, 2026 (*date*) by Christian Bonifort (*name of officer or agent, title of officer or agent*) of Lynn University (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 17 day of April, 2026.

My Commission Expires:

(SEAL)

LEWANN TONNA NOTARY PUBLIC MY COMMISSION EXPIRES 4-25-2028 STATE OF FLORIDA COMMISSION NUMBER HH 476298

LewAnn Tonna
Signature – Notary Public

LewAnn
Printed Name of Notary

HH 476298
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-6.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

First Amendment to the Agreement with Teach-Now, Inc. D/B/A Moreland University

REQUESTED ACTION:

Approve the First Amendment to the agreement with Teach-Now, Inc. D/B/A Moreland University and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of first amendment has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- First Amendment

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

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

EXECUTIVE SUMMARY

First Amendment to the Agreement with Teach-Now, Inc. D/B/A Moreland University

Board Meeting Date: June 9, 2026

Requested Action: Approve the First Amendment to extend the agreement with Teach-No, Inc. D/B/A Moreland University for an additional year to continue the cooperative program for the field placement of selected students.

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.
If the School Board votes "Yes"	• Broward County Public Schools (BCPS) will be able to partner with Teach-Now, Inc. D/B/A Moreland University for an additional year to provide student teaching/internship, practicum, and/or field experience placements, supporting the recruitment of future educators.
If the School Board votes "No"	• BCPS will not extend the agreement with Teach-Now, Inc. D/B/A Moreland University for an additional year. This decision will impede our ability to accommodate internship, practicum, and/or field experience placement requests, which will limit opportunities to recruit future educators.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• The partnership will provide expanded clinical and internship opportunities for teacher candidates while allowing SBBC to identify and recruit highly qualified future educators. Success will be measured by the total number of candidates placed in Broward schools and the percentage who transition into instructional roles within the District.

Background/History

An agreement between a college or university and SBBC is required to place any internship, practicum, or field experience participants. SBBC partners with colleges and universities in Florida and other states to provide undergraduate and graduate students with meaningful, hands-on experiences as they pursue degrees across various majors and fields of study. Through these partnerships, students gain practical experience in real-world educational settings while completing degree requirements. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The extension of this agreement allows interns to continue strengthening their teaching strategies while adapting to the diverse academic and social-emotional needs of students, resulting in more effective support services. By introducing innovative approaches and fresh perspectives, interns help foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student engagement and well-being, ultimately improving the overall effectiveness of educators in Broward County Public Schools.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.
Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among college interns, SBBC teacher/intern supervisors/cooperating teachers, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. The SBBC staff provides feedback on mentoring strategies to maintain quality service. College supervisors work closely with

	SBBC staff to ensure compliance with district policies while supporting effective supervision. The interests of SBBC students are represented through teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.
End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:

Exhibit 2 – First Amendment

Field Experience Placement Data:

During the 2024–2025 school year, the SBBC facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO UNIVERSITY AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

and

TEACH-NOW, INC. d/b/a MORELAND UNIVERSITY
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
1100 17TH Street, NW, Suite 650, Washington, D.C. 20036.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY entered into an Agreement that commenced on February 19, 2025, and expires on June 30, 2026, regarding classroom field placement of selected students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the Teach-Now Teacher Preparation Program or Moreland's Master's Degrees in Education ("Agreement"); and

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS,** SBBC and UNIVERSITY wish to exercise the First of the two (2) options to extend the Agreement term for a period of one (1) year from June 30, 2026 through June 30, 2027 through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 *Termination* of the Agreement, and may by mutual agreement between SBBC and UNIVERSITY, be extended for an additional one (1) year period.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment; then
(b) the Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., Gray Robinson, P.A. as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR UNIVERSITY:

TEACH-NOW, INC. d/b/a MORELAND

By: Shelbie Goodnow

Print Name: Shelbie Goodnow

Title: VP, Operations & Candidate Success

Date: May 13, 2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Secondary Learning

Agenda Item Number:	A-7.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Nova Southeastern University, Inc. (NSU) Dual Enrollment Articulation Agreement

REQUESTED ACTION:

Approve the Agreement between Nova Southeastern University, Inc. (NSU) and The School Board of Broward County, Florida (SBBC), starting upon board approval through July 31, 2028, with an option to renew for one (1) additional two (2) year renewal period. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

The Program is being offered free of charge and will have no financial impact on the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Nova Southeastern University, Inc. (NSU) Dual Enrollment Articulation Agreement

Board Meeting Date: June 9, 2026

Requested Action:

Approve the Agreement between Nova Southeastern University, Inc. (NSU) and The School Board of Broward County, Florida (SBBC), starting upon Board approval through July 31, 2028, with an option to renew for one (1) additional two (2) year renewal period. Dual Enrollment is an acceleration program that allows students in grades 6-12 to take postsecondary coursework and simultaneously earn credit toward a High School Diploma, Career Certificate, Industry Certification, or an Associate or Baccalaureate Degree at a Florida Public or eligible Private Post-secondary Institution.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC students will have access to Dual Enrollment computer science courses offered through NSU, education recognition, employer connections, and enhanced career preparation in computer science/ cybersecurity and related industries.
If the School Board votes "No"	• SBBC students will not have access to the NSU Dual Enrollment Program, including recognition, employer connections, and enhanced career preparation in cybersecurity and related industries.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Approval of this Agreement is expected to expand student access to high-demand computer science pathways and measurable workforce outcomes. The District anticipates increasing enrollment of graduates who earned any combination of two from the following list: College credit on an Advanced Placement (AP*) exam, International Baccalaureate (IB*) exam, Advanced International Certificate of Education (AICE*) exam, or dual enrollment* course; Industry certification*; Career, Technical, Adult & Community Education (CTACE*) internship. College and Career Acceleration (CCA) Growth. • The District aims to maintain the upward trajectory of the CCA growth at a rate of 5% per year.

Background/History

The Dual Enrollment Articulation Agreement between NSU and SBBC will provide the opportunity to shorten the time necessary for eligible college-ready students to complete the requirements needed to obtain a Degree or Certificate. As encouraged by Florida Statute (F.S. 1007.235), NSU and SBBC can enter into a Dual Enrollment Articulation Agreement to offer Dual Enrollment courses to all eligible Secondary School students. This Agreement will provide an opportunity for students to complete university-level courses necessary to complete a four (4) year Degree, while also completing a High School Diploma.

This Agreement will also provide the opportunity and support for underrepresented Science, Technology, Engineering, and Mathematics. (STEM) students to succeed in post-secondary education and career success using computing as a building block. NSU's College of Computing and Engineering is committed to supporting Broward County Public Schools (BCPS) and the high-demand computing pipeline by offering this annual opportunity to one (1) cohort of twenty-five (25) students.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Through July 31, 2028, with an option to renew for one (1) additional two (2) year renewal period.
Multi-Year Agreement:	No additional cost savings or operational efficiencies identified.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Grant

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

Budget Impact Summary Statement:
The Program is being offered free of charge and will have no financial impact on the District.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 – 7/31/2028	25 months	$0

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY 27	12 months	Not Applicable	$0
FY 28	12 months	Not Applicable	$0
FY29	1 month	Not Applicable	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Students who successfully complete the course will receive: • Three (3) College credits in CIS 1000C Introduction to Computer and Information Sciences, College of Computing, AI, and Cybersecurity and/or • Three (3) College credits in CIS 1530 Introduction to Cybersecurity, College of Computing, AI, and Cybersecurity.
School Selection /Prioritization	Student requirements for participation: • Enrolled in a course of study that will fulfill requirements for high school graduation. • 3.0 cumulative unweighted high school GPA One of the following minimum standardized test scores: • Composite PSAT 1110; or • Composite SAT score of 1000; or • Composite ACT score of 22
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup: Agreement

Docusign Envelope ID: 44B6B31C-2326-8413-832A-A38DABE98ADC

DUAL ENROLLMENT ARTICULATION AGREEMENT

THIS **DUAL ENROLLMENT ARTICULATION AGREEMENT ("AGREEMENT")**
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NOVA SOUTHEASTERN UNIVERSITY, INC.
(hereinafter referred to as "NSU")
a Florida not for profit corporation, on behalf of its
College of Computing, AI, and Cybersecurity,
whose principal place of business is
3300 South University Drive, Fort Lauderdale, Florida 33328-2004

each a "Party" and collectively, the "Parties"

A. **WHEREAS**, Section 1007.22, Florida Statutes, encourages inter-institutional agreements and programs to maximize articulation through the use of acceleration mechanisms; and

B. **WHEREAS**, acceleration mechanisms include programs whereby eligible SBBC district students are permitted to enroll in a distance learning postsecondary course creditable towards a high school diploma and a vocational/technical certificate, or an associate or baccalaureate degree; and

C. **WHEREAS**, NSU and SBBC desire to offer courses that enhance and support accelerated learning opportunities, including dual enrollment, for eligible SBBC district students; and

D. **WHEREAS**, NSU and SBBC wish to promote and describe eligibility criteria for participation in accelerated learning opportunities for eligible SBBC district students and their parents or guardians, including dual enrollment pursuant to Section 1007.271, Florida Statutes (hereinafter "Dual Enrollment" or the "Dual Enrollment Program") and outline the process by which eligible SBBC district students may participate in Dual Enrollment.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon Board approval.("Effective Date") and concludes on July 31, 2028, unless terminated earlier pursuant to Section 3.5 (Termination) of this Agreement and, upon the approval of both Parties in writing in the form of an Amendment to this Agreement executed by both Parties, may be extended for one (1) additional two (2)-year period.

2.2 **NSU Responsibilities**. For the duration of this Agreement, NSU shall provide SBBC with Dual Enrollment opportunities for CIS 1000C: Introduction to Computer and Information Sciences ("CIS 1000C") for three (3) credits, and CIS 1530: Introduction to Cybersecurity ("CIS 1530") for three (3) credits. CIS 1000C and CIS 1530 shall be provided through distance education, entirely online, and without in-person instruction or in-person class meetings of any kind. In addition, CIS 1000C and CIS 1530 shall each have a maximum of twenty-five (25) Dual Enrollment SBBC students., per semester.

2.2.1 NSU does not make any guarantees as to availability or that the approved specific course(s) or program(s) will be offered every semester. NSU reserves the right, in its absolute and sole discretion, to add, delete or modify any approved course offered under this Agreement.

2.3 **Joint Responsibilities**. SBBC and NSU shall maintain responsibility for implementing this Agreement and shall review this Agreement and the performance of the Parties annually to ensure that it continues to serve their mutual interests. Each Party further agrees to comply with Sections 1002.22, 1002.221, and 1002.225, Florida Statutes, and 20 U.S.C. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records. Subject to Section 2.5 (SBBC Disclosure of Education Records), SBBC is permitted to disclose education records to NSU as a "school official" without written consent, so long as the disclosure is to facilitate students' Dual Enrollment in the NSU program. To disclose information from education records to NSU for any other purpose (except as allowable by federal and state law), SBBC shall obtain and maintain written consent of the parent or student age 18 years or over.

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2.4 **SBBC's Responsibilities**. For the duration of this Agreement, SBBC shall have the following responsibilities concerning the Dual Enrollment Program:

2.4.1 SBBC Principals and Guidance Counselors shall determine student eligibility and monitor student performance and enrollment status to avoid pitfalls that may prevent students from completing high school graduation requirements.

2.4.2 Pursuant to Section 1007.271(8), Florida Statutes, SBBC shall annually assess the demand for Dual Enrollment and provide that information to NSU by December 1st.

2.4.3 If a dual-enrolled high school student wishes to request a reasonable accommodation(s) for a disability (based on an Individualized Educational Plan or a 504 Plan), the following shall apply:

2.4.3.1 Student under 18 years of age. SBBC will provide the student's parent(s) or guardian(s) with copies of the documentation for verification of the disability. SBBC will facilitate contact between the NSU Student Disability Services Office and the student's parent(s) or guardian(s), with written consent from the student's parent(s) or guardian(s). The student's parent(s) or guardian(s) must then contact NSU's Student Disability Services Office so that necessary documentation can be reviewed and any reasonable accommodation(s) arranged.

2.4.3.2 Student 18 years of age or older. SBBC will provide the student with copies of the documentation for verification of the disability. SBBC will facilitate contact between the NSU Student Disability Services Office and the student, with written consent from the student. The student must then contact NSU's Student Disability Services Office so that necessary documentation can be reviewed and any reasonable accommodation(s) arranged.

2.5 **Cost**. There shall be no cost to SBBC for participation in the Dual Enrollment Program, pursuant to Article 11 of this Agreement.

2.6 **SBBC Disclosure of Education Records**.

2.6.1 SBBC employees will provide NSU with the education records listed in this Section for the following purposes:

2.6.1.1 Verification that SBBC students meet qualifications for Dual Enrollment and that students were not subject to disciplinary actions by SBBC.

2.6.1.2 For SBBC and NSU to provide ongoing academic advisement in Dual Enrollment course options and progression in Dual Enrollment courses at NSU.

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2.6.2 SBBC employees will provide NSU with the following education records for each Dual Enrollment student, via secure email:

2.6.2.1 Student First and Last Name
2.6.2.2 High School Transcript
2.6.2.3 Unweighted High School Grade Point Average (GPA)
2.6.2.4 PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) test scores.

2.6.3 In addition to the educational records being provided by SBBC employees pursuant to this section, students will input educational information and coursework into NSU's online platforms as part of the Dual Enrollment program. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into NSU's online platform, or when NSU engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by the Children's Online Privacy Protection Rule, 16 CFR Part 312.

2.6.4 NSU and SBBC may provide personally identifiable student records to each other in the performance of this Agreement without prior consent of the parent or student age 18 years or over. Such records are provided pursuant to Sections 1002.22, 1002.221, and 1002.225, Florida Statutes, and 20 U.S.C. 1232g.

2.6.5 The requirements of this Section shall supersede any uses and disclosures of education records, or the like, as listed in NSU's privacy policies, if any.

2.7 **NSU Safeguarding the Confidentiality of Education Records**.

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, NSU shall:

2.7.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.7.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.7.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party,

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in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.7.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a *hard copy breach of confidentiality* of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.7.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, NSU shall:

2.7.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.7.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.7.2.3 Notify the SBBC Director Information Security and Assurance immediately upon discovery of an *electronic breach of confidentiality* of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.7.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

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2.7.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.7.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.7.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any Party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.7.3 Liability for electronic breach of confidentiality of education records. To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement.

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

2.8 **Assessment of Data Protection Controls**.

2.8.1 NSU or any of NSU's subcontractors with access to SBBC data shall provide an attestation stating NSU and/or NSU's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by NSU or any of NSU's subcontractors with access to SBBC data under this Agreement.

2.8.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.8.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

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2.8.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.8.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet NSU's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.8.1.4 Monitoring compliance with established security controls.

2.8.3 NSU and/or NSU's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. NSU shall provide SBBC an attestation of continued compliance by NSU and/or NSU's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.9 **Inspection of NSU's Records by SBBC**. NSU shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement in accordance with NSU education record retention policies, which shall to the same extent as applicable and permitted by law, satisfy General Records Schedule GS1-SL for state and local government agencies and General Records Schedule GS7 for pre-K–12 public schools and adult and career education. All of NSU's Records, regardless of the form in which they are kept, shall be made available to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours by mutual agreement, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall coordinate requests for access with NSU Office of Innovation and Information Technology ("OIIT") and will be granted access to applicable NSU's Records from the Effective Date of this Agreement subject to NSU's right to have one or more of its representatives present, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to NSU pursuant to this Agreement. SBBC's agent or its authorized representative shall provide NSU with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the NSU's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. NSU shall comply and cooperate as soon as reasonably practical with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Certified or Registered Mail, return receipt requested and postage prepaid, or sent by nationally recognized overnight delivery service, addressed to the Party for whom it is

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intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Notice shall be deemed given with proof of receipt or refusal of receipt. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Applied Learning The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To NSU:	Dean, College of Computing, AI, and Cybersecurity Nova Southeastern University 3300 South University Drive Fort Lauderdale, FL 33328
With a Copy to:	General Counsel and VP for Legal Affairs Office for Legal Affairs Nova Southeastern University 3300 South University Drive Fort Lauderdale, FL 33328

2.11 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.12 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, NSU, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of NSU under penalty of perjury stating that NSU does not use coercion for labor or services as defined in that statute. The submission

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of a false affidavit may subject NSU to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if NSU is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with NSU's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.13 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by NSU that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. NSU further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. NSU acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. NSU further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if NSU (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if NSU is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.14 **Background Screening.** NSU agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, as applicable. Dual Enrollment students attending courses at NSU are deemed to be post-secondary students under the Florida Department of Education's interpretation of the Jessica Lunsford Act. If applicable, required background screenings will be conducted by SBBC in advance of NSU or its personnel providing services on SBBC school grounds. SBBC shall bear the cost of acquiring such background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to NSU and its personnel. The Parties agree that the failure of NSU to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Nothing herein shall be construed as a waiver by SBBC or

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NSU of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.15 **Public Records**. Any Party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that Party's possession upon termination of its Agreement with SBBC for the applicable retention period and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such Party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees to the extent of such Party's non-compliance with that law. Each Party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.16 **Proprietary Information**.

2.16.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A Party contracting with SBBC must clearly mark, label, designate, or identify entire documents or materials, or any portions of any documents or materials, it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting Party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

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2.16.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting Party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting Party within ten (10) calendar days of the date of the written notification, unless the contracting Party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. In connection with any such action filed, the contracting Party shall name the Party requesting the documents or materials as a defendant and will not name SBBC as a Party to the action but will provide SBBC with notice of such proceedings. The contracting Party agrees to be responsible for any costs, expenses, and reasonable attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting Party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting Party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional, negligent or grossly negligent conduct of any employee of SBBC.

2.17 **Liability**. To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.17.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, as worded or may be amended hereafter, for any damages resulting from said negligence.

2.17.2 By NSU. To the extent permitted by any Florida law and/or federal regulation, NSU agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of its employment under this Agreement, up to the limits of the required insurance limits stated in Section 2.18 below.

2.18 **Insurance Requirements**. The Parties shall comply with the following insurance requirements throughout the term of this Agreement:

2.18.1 General Liability. NSU shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

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2.18.2 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, NSU shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.18.3 Intentionally omitted.

2.18.4 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service. Notwithstanding the foregoing, NSU's required coverage may be provided by commercial or captive insurer, self-insurance or a combination thereof.

2.18.5 Verification of Coverage. Proof of the required insurance must be furnished by NSU to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement.

2.18.6 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.18.6.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds on its general liability policy.

2.18.6.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.18.6.3 Certificate Holder: The School Board of Broward County, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

2.18.7 Cancellation of Insurance. NSU is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.18.8 SBBC reserves the right to review, reject or accept limits, coverages, or endorsements herein as evidenced on certificates of insurance provided upon request throughout the term of this Agreement.

2.18.9 SBBC acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that it is self-insured for general liability under state law with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

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2.19 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

2.20 **Exhibits**. The NSU Student Handbook is hereby incorporated into this Agreement by reference, the current version of which may be accessed at the following hyperlink: https://undergrad.nova.edu/academics/academic-catalog.html. NSU will keep this hyperlink updated, functional, and accurate. NSU will also advise SBBC of any material changes to the NSU Student Handbook and such material changes shall be subject to the prior written approval of both parties.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other Party or the other Party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The Parties agree that, if either Party is in default of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting Party additional cure time. Upon

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the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for without cause pursuant to Section 3.5 (Termination).

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other Parties of its desire to terminate this Agreement. SBBC has no liability for any property left on SBBC's property by any Party to this Agreement after the termination of this Agreement. Any Party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each Party shall comply with all applicable federal, state and local laws, SBBC and NSU policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each Party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

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3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

3.16 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither Party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing

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government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, obligations based on respective liability obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

ARTICLE 4 - ARTICULATION COMMITTEE

4.1 SBBC and NSU agree to utilize the Articulation Committee (the "Committee") to monitor the activities established by this Agreement, to recommend enhancements and other changes, and to generally promote articulation.

4.1.1 The Committee members and/or designees for SBBC shall be as follows:

4.1.1.1 Chief Academic Officer
4.1.1.2 High School Principal
4.1.1.3 Executive Chair Director of School Counseling
4.1.1.4 BRACE Director of Secondary Learning

4.1.2 The Committee members and/or designees for NSU shall be as follows:

4.1.2.1 Dean, College of Computing, AI, and Cybersecurity
4.1.2.2 Cybersecurity Chair, College of Computing, AI, and Cybersecurity

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4.1.3 The Committee will meet in September and February of each year and other times as needed. The Parties agree to abide by any applicable regulatory changes regarding college credit dual enrollment passed during the relevant fiscal year.

ARTICLE 5 - INFORMATION FOR STUDENTS AND PARENTS

5.1 SBBC will provide students and families with informational documents describing the educational benefits and eligibility requirements for the various program acceleration options as required per Section 1007.271(8), Florida Statutes, as well as a copy of the Dual Enrollment Transfer Guarantees as required by Section 1007.271(15), Florida Statutes.

5.2 Each high school curriculum guide will describe program acceleration options.

5.3 On an annual basis, SBBC will notify the parents of rising 9th graders regarding the importance of rigorous coursework such as Advanced Placement and Dual Enrollment courses.

ARTICLE 6 -APPROVED COURSES

6.1 Approved Courses for the Dual Enrollment Program are as follows:

6.1.1 CIS 1000C Introduction to Computer and Information Sciences, College of Computing, AI, and Cybersecurity – three (3) credits.

6.1.2 CIS 1530 Introduction to Cybersecurity, College of Computing, AI, and Cybersecurity – three (3) credits.

ARTICLE 7- STUDENT ELIGIBILITY, ADMISSIONS, REGISTRATION, AND GUIDELINES

7.1 NSU agrees to permit students enrolled in SBBC district schools, who have been verified by their school official as qualified, to enroll in the approved dual credit courses. NSU retains the right to change the GPA and minimum test score requirements for courses within its sole discretion in accordance with Florida Statutes. NSU will provide the SBBC Liaison (Supervisor of STEM+CS) with reasonable advanced written if a change is made to such requirements. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Students participating in Dual Enrollment options must meet the following current initial student eligibility requirements:

7.1.1 Enrolled in a course of study which will fulfill requirements for high school graduation;

7.1.2 3.0 cumulative unweighted high school GPA;

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7.1.3 One of the following minimum standardized test scores:

7.1.3.1 Composite PSAT 1110; or
7.1.3.2 Composite SAT score of 1000; or
7.1.3.3 Composite ACT score of 22

7.1.4 FSA (Florida Standards Assessment), most recent ELA Score and Mathematics Score: Level 4 or 5.

7.1.5 Satisfy any course prerequisites, including but not limited to placement exams and any other NSU enrollment requirements.

7.2 SBBC students must be enrolled in any grades 6 through 12 to be eligible for Dual Enrollment and meet the minimum scores for college readiness as determined by Rule 6A-10.0315, Florida Administrative Code. All prerequisite testing must be completed prior to enrollment. The student or parent/guardian is responsible for all testing fees. High school seniors are not eligible for Dual Enrollment during the summer term at the end of their senior year. Home Education students must submit a Legal Compliance and Eligibility Form for each term they enroll, validated by the SBBC Home Education Office, at the time of registration.

7.3 Other required documents needed in order to complete the Dual Enrollment admissions process include: (i) test score reports for approved standardized assessments such as ACT, SAT or the PERT or all sections of a recognized college placement test; and (ii) an official copy of the transcript will be provided by the high school for purpose of GPA verification.

7.4 Eligible students are subject to credit limits prescribed by law, the State Board of Education, the Florida Board of Governors, or any other applicable policy or legal authority. After earning sixty (60) Dual Enrollment credits or the student turns 19 years of age (whichever occurs first), the student may not be admitted to NSU as a Dual Enrollment student unless otherwise provided by law.

7.5 All Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending. Students must receive high school permission to withdraw from a Dual Enrollment course. The NSU Registrar's office must receive an official withdrawal from a Dual Enrollment course(s) by the deadline published by NSU. Students who do not officially withdraw from a class may receive a failing grade, which becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid.

7.6 If applicable, faculty instructors for applicable courses must adhere to the professional rules, guidelines, and expectations stated in the faculty handbook for NSU. All faculty members must meet or exceed the academic and professional preparation requirements for teaching at NSU. For SACS-COC accreditation purposes, postsecondary transcripts of all full-time or adjunct faculty

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teaching Dual Enrollment and early admissions courses must be on file with NSU, regardless of who actually employs them or pays their salary. It is the responsibility of the faculty to request official faculty credentials and transcripts be sent to NSU's Office for Human Resources. All Dual Enrollment instructors meet or exceed the minimum qualifications established by SACS-COC.

7.7 SBBC students must adhere to all NSU student handbook rules, guidelines, and expectations, including without limitation the NSU Student Code of Conduct.

ARTICLE 8 - ADDITIONAL STUDENT ELIGIBILITY REQUIREMENTS

8.1 If the student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through Dual Enrollment/Early Admissions program. However, the student may apply for standard admission to NSU and pay the required registration, tuition, and fees if the student meets NSU's admissions requirements.

8.2 Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a Dual Enrollment course if, in NSU's sole discretion, the student is disruptive to the learning process such that the progress of other students, violates any NSU policies (including, but not limited to, NSU's Student Code of Conduct, attendance policies, or minimum requirements for submitted work), or if the efficient administration of the course is hindered. Students should adhere to the most current version of the NSU Student Code of Conduct. All NSU policies relating to its students for any course shall apply to the Dual Enrollment students.

8.3 Students enrolled in postsecondary instruction not creditable toward a high school diploma (continuing education and avocational courses) shall not be considered Dual Enrollment students. Students who choose to enroll in such courses must meet all standard admission requirements for the courses and shall be required to assume the cost of tuition, fees and instructional materials necessary for such courses.

8.4 Special Dual Enrollment credit programs may have admissions requirements that differ from those stated in this Agreement. Such Special Dual Enrollment credit programs are not included in this Agreement.

ARTICLE 9- UNIVERSITY COURSE EXPECTATIONS

Both NSU and SBBC will collaborate in notifying qualified students of the options to participate in Dual Enrollment, and will inform students and parents or guardians of university course level expectations, including, but not limited to the following:

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9.1 Dual Enrollment courses must meet university curricular expectations and are at the same depth and rigor of non-dual enrollment university instruction, including those Dual Enrollment courses offered on the high school campus. While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may find objectionable for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

9.2 Students must maintain a 3.0 cumulative grade point average in other high school academic work and must earn a grade of "C" or better in each college level course in order to continue in the program. Semester hours for Dual Enrollment will be limited to three (4) semester hours in each full fall term and spring term. Students may be counted as full-time equivalent students for instruction provided outside the required number of school days if such instruction counts as credit toward a high school diploma. All courses must be at least three (3) credits and be taken for a letter grade, not Pass/Fail or Satisfactory/Unsatisfactory. Dual Enrollment students who receive a "C-" or lower will not be allowed to continue in the program; however, all grades are calculated in a student's GPA and will appear on their high school and college transcripts. Students earning a low grade or "W" in a Dual Enrollment course may find difficulty in meeting future college admissions requirements and the qualifications for financial aid/scholarships, including the Florida Bright Futures Scholarship.

9.3 Dual Enrollment students are required to abide by the same guidelines, academic standards and NSU policies outlined in the most current version of NSU's Student Handbook which contains the code of conduct, students' rights and responsibilities, grading and evaluation process, academic dishonesty, disciplinary procedures, as well as accommodations for students with disabilities. No exceptions to these guidelines will be made for Dual Enrollment students. It is the students' responsibility to attend all classes in which they are enrolled.

9.4 Students may not register for directed independent study courses, study abroad courses, graduate level course or courses for which prerequisites have not been met.

ARTICLE 10- TRANSMISSION OF STUDENT GRADES

10.1 SBBC and NSU must weigh Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when honor grade point averages (HPA) are calculated. Alternative grade calculation or weighting systems that discriminate against Dual Enrollment courses are prohibited. Grades may be accessed by students through NSU's online record system. In addition, a transcript of grades is sent to each high school Dual Enrollment principal/designee at the end of each semester.

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ARTICLE 11 – COSTS

11.01 NSU shall not charge SBBC nor any student(s) for tuition or any instructional materials for SBBC students enrolled in the Dual Enrollment courses specified in Section 5.01.

11.02 Students are responsible for providing their own computer and technology as needed to fully participate in Dual Enrollment courses.

11.03 Students shall pay the costs of official transcripts.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and by NOVA SOUTHEASTERN UNIVERSITY, INC., signing by and through its authorized representative.

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Docusign Envelope ID: 44B6B31C-2326-8413-832A-A38DABE98ADC

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.05 11:31:37 -05'00'

_____
Office of the General Counsel

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Docusign Envelope ID: 44B6B31C-2326-8413-832A-A38DABE98ADC

FOR NSU:

(Corporate Seal)

NOVA SOUTHEASTERN UNIVERSITY, INC.

Signature: _____

_____
Corporate Secretary Signature

Print Name: Ronald J. Chenail, Ph.D.

-OR-

Title: EVP, Provost and Chief Academic Officer

_____
Witness Signature

Date: _____

Print Name:

_____

DocuSigned by:
APPROVED AS TO LEGAL FORM
By: Rebecca Rosenthal Apr 3, 2026
BB9FF[illegible]C
Rebecca S. Rosenthal, Esq.
Senior Assoc. Counsel, Office for Legal Affairs

DocuSigned by:
APPROVED AS TO BUSINESS CONTENT
By: Meline Kevorkian Apr 3, 2026
24BED23355A24B4...
Meline Kevorkian, Ed.D.
Dean, College Computing, AI and Cybersecurity

DocuSigned by:
APPROVED AS TO TECHNOLOGY
By: Leonard Pounds Apr 4, 2026
4CE5C5696[illegible]
Leonard Pounds, Ph.D.
Senior VP, Data Strategy and Operational Excellence

_____
Witness Signature

Print Name:

_____

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-8.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Second Amendment with Nova Southeastern University, Inc.

REQUESTED ACTION:

Approve the Second Amendment with Nova Southeastern University, Inc., and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of second amendment has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

Executive Summary
Second Amendment

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

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

EXECUTIVE SUMMARY

Second Amendment with Nova Southeastern University, Inc.

Board Meeting Date: June 9, 2026

Requested Action: Approve the request for the Second Amendment to extend the agreement with Nova Southeastern University for an additional year to continue the cooperative program for the field placement of selected students.

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.
If the School Board votes "Yes"	• SBBC will be able to partner with Nova Southeastern University for an additional year to provide student teaching/internship, practicum, and/or field experience placements, supporting the recruitment of teaching, physical therapy, occupational therapy, Speech language pathology, school counseling, school psychology, audiology, and dietetics and nutrition professions.
If the School Board votes "No"	• SBBC will not extend the agreement with Nova Southeastern University for an additional year. This decision will impede our ability to accommodate student teacher/internship, practicum, and/or field experience placement requests, which will limit opportunities to recruit future teaching, physical therapy, occupational therapy, Speech language pathology, school counseling, school psychology, audiology, and dietetics and nutrition professions.

Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• This partnership will expand clinical and internship opportunities while enabling SBBC to identify and recruit high-quality candidates. Outcomes will be measured by the number of candidates placed in Broward County schools and the percentage who transition into employment roles within the District.

Background/History
An agreement between a college or university and SBBC is required to place any internship, practicum, or field experience participants. SBBC partners with colleges and universities in Florida and other states to provide undergraduate and graduate students with meaningful, hands-on experiences as they pursue degrees across various majors and fields of study. Through these partnerships, students gain practical experience in real-world educational settings while completing degree requirements. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The extension of this agreement allows interns to continue strengthening their services while adapting to the diverse academic and social-emotional needs of students, resulting in more effective support services. By introducing innovative approaches and fresh perspectives, interns help foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student engagement and well-being, ultimately improving the overall effectiveness of teaching, physical therapy, occupational therapy, Speech language pathology, school counseling, school psychology, audiology, and dietetics and nutrition services in SBBC.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.
Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among college interns, SBBC teacher/intern supervisors/cooperating teachers, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. The SBBC staff provides feedback on

	mentoring strategies to maintain quality service. College supervisors work closely with SBBC staff to ensure compliance with district policies while supporting effective supervision. The interests of SBBC students are represented through administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.
End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:

Exhibit 2 – First Amendment

Field Experience Placement Data:

During the 2024–2025 school year, the SBBC facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. This demonstrates a strong commitment to integrating future occupational and physical therapists into the school system. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO UNIVERSITY AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NOVA SOUTHEASTERN UNIVERSITY, INC.
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
3300 S University Drive Fort Lauderdale, FL 33328-2004.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY entered into an Agreement that commenced on August 23, 2024 and expires on June 30, 2026 ("Agreement"); and

B. **WHEREAS,** on July 22, 2025, SBBC and UNIVERSITY entered into a First Amendment to Agreement wherein the parties made certain amendments to the whereas clauses, section 2.03.6, and section 2.04 of the Agreement *("*First Amendment"); and

C. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

D. **WHEREAS,** SBBC and UNIVERSITY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from June 30, 2026 through June 30, 2027 through this Second Amendment to Agreement ("Second Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section *3.5 Termination* of the Agreement.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this Second Amendment; then
(b) the First Amendment; then
(c) the Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., Gray Robinson P.A., as Cadre Counsel for

_____
Office of the General Counsel

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FOR UNIVERSITY:

(Corporate Seal)

NOVA SOUTHEASTERN UNIVERSITY, INC.

ATTEST:

_____, Secretary

Jennifer Ramos

-or-

By: _____

Print Name: Ronald J. Chenail, Ph.D.

Title: EVP, Provost and Chief Academic Officer

_____

Witness

Date: 5/7/26

_____

Witness

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of May, 2026 (*date*) by Ronald J. Chenail as EVP, Provost and Chief Academic Officer (*name of officer or agent, title of officer or agent*) of Nova Southeastern University, Inc. (*name of corporation acknowledging*), a Florida not for profit corporation (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☑did not first take an oath this 7th day of May, 2026.

My Commission Expires:

(SEAL)

REBECCA S. ROSENTHAL
Notary Public - State of Florida
Commission # HH 317045
My Comm. Expires Oct 1, 2026
Bonded through National Notary Assn.

Rebecca S. Rosenthal

Signature – Notary Public

Rebecca S. Rosenthal

Printed Name of Notary

HH 317045

Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	CTACE

Agenda Item Number:	A-9.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Space Florida MOU

REQUESTED ACTION:

Approve the Memorandum of Understanding (MOU) between The School Board of Broward County, Florida (SBBC) and Space Florida. Districts 2, 3, 4, 5, and 7

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Space Florida MOU

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 11, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

For more information, please contact:

Name: Dr. Angela Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Space Florida MOU

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Memorandum of Understanding (MOU) between The School Board of Broward County, Florida (SBBC) and Space Florida.

General Information

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

District-zone Impact/Board Member: Districts 2,3,4,5, and 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• SBBC will become a designated Florida Space Academy School District, giving students access to recognition, employer connections, and enhanced career preparation in aerospace and related industries.
If the School Board votes "No"	• SBBC students will not have access to the benefits of the Space Florida Space Academy Program, including recognition, employer connections, and enhanced career preparation in aerospace and related industries.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Approval of this Memorandum of Understanding (MOU) is expected to expand student access to high-demand aerospace pathways and measurable workforce outcomes. The district anticipates increasing enrollment in aerospace-aligned Career Technical Education (CTE) programs by 10% and increasing the number of students earning priority industry certifications on the Florida Master Credentials List by 10%.

Background/History
Space Florida is an independent special district of the State of Florida created to strengthen and diversify the state's aerospace industry. With exponential growth in aerospace and related fields such as advanced manufacturing, cybersecurity, construction, logistics, and semiconductors, there is a critical need for a more skilled workforce. This MOU establishes a collaborative partnership between SBBC and Space Florida to implement Space Academy Programs aligned to the Florida Master Credentials List, facilitate career events with aerospace employers, and enhance branding and recognition of Broward Schools as a Florida Space Florida School District.

Participating Schools and Programs

High School	Program
Blanche Ely School	Aerospace and Engineering Pathway
Boyd Anderson High School	Aerospace and Engineering Pathway
Coral Glades High School	Aerospace Aviation Pathway
Coral Springs High School	Aerospace Aviation Pathway
Flanagan High School	Aerospace Aviation Pathway
Miramar High School	Aerospace Aviation Pathway
Northeast High School	Aerospace Aviation Pathway
Piper High School	Aerospace and Engineering Pathway
Plantation High School	Aerospace and Engineering Pathway

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Space Florida is an independent special district of the State of Florida created to strengthen and diversify the state's aerospace industry. With exponential growth in aerospace and related fields such as advanced manufacturing, cybersecurity, construction, logistics, and semiconductors, there is a critical need for a more skilled workforce. This MOU establishes a collaborative partnership between SBBC and Space Florida to implement Space Academy Programs aligned to the Florida Master Credentials List, facilitate career events with aerospace employers, and enhance branding and recognition of Broward Schools as a Florida Space Academy School District.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method *This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.*	
Agreement Term:	This MOU is entered into by and between Space Florida, an independent special district of the State of Florida created pursuant to Section 331.302, Florida Statutes ("Space Florida"), and The SBBC ("School District") on the date of last signature below ("Effective Date"). This MOU may be terminated at any time by either party by giving written notice thereof, provided, however, Paragraph 7 hereof shall survive termination.
Multi-Year Agreement:	Yes.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. There is no cost to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The selected schools, **Blanche Ely High School, Boyd Anderson High School, Coral Glades High School, Coral Springs High School, Flanagan High School, Miramar High School, Northeast High School, Piper High School, and Plantation High School,** will benefit from participation in the Space Florida Academy Program through their aerospace and engineering pathways. Through this partnership with Space Florida, schools will gain access to industry-aligned programming, employer engagement opportunities, and enhanced branding as a Florida Space Academy School District. This initiative will expand student access to high-demand careers and industry certifications aligned to the Florida Master Credentials List, strengthening workforce readiness in aerospace and related industries.
School Selection /Prioritization	Schools were selected based on their existing aerospace and engineering programs, as well as their offering of priority industry certifications identified on the Florida Master Credentials List that align with the aerospace industry. Target schools include those currently implementing Aerospace Aviation and Aerospace Applied Engineering pathways.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Space Florida MOU

Memorandum of Understanding
between Space Florida and
The School Board of Broward County, Florida

This Memorandum of Understanding ("MoU") is entered into by and between Space Florida, an independent special district of the State of Florida created pursuant to Section 331.302, Florida Statutes ("Space Florida") and The School Board of Broward County, Florida ("School District") on the date of last signature below (the "Effective Date"). Space Florida and the School District are each referred to herein as a "party" and jointly as the "parties":

RECITALS:

A. This MoU is intended to set forth a basic understanding of terms and conditions, to enable the parties to enter into a relationship for the purpose of developing, deploying, and supporting innovative educational programs that stimulate youth and adult interest in careers in, and develop the required skills to support the workforce needs of, the rapidly developing aerospace industry in the State of Florida.

B. Space Florida brings its reputation with aerospace employers, along with research identifying the specific skills, credentials, and certifications in-demand with aerospace and related industries, such as advanced manufacturing, construction, cybersecurity/IT, logistics, and semiconductors.

C. The School District brings its reputation as a leader in education and training programs in career and adult education, stimulating student interest and developing industry-relevant skills.

D. Florida's aerospace community needs a significant increase in qualified talent to meet its needs as the result of exponential growth.

E. To support the needs of Florida's aerospace industry, incumbent workers and new workers will require a wide range of modern technical skills and business performance skills that align with a workplace where sophisticated technology and automation are deployed.

F. Florida's secondary schools require programming updates to reflect the needs of aerospace and related industries within the State of Florida in order to increase the number of youths who will successfully pursue careers in aerospace and related

industries to meet current and future needs.

NOW THEREFORE, the parties agree to the following activities:

1. **Space Florida Space Academy Program Implementation-**The parties will work together to promote immediate implementation of Space Academy Programs in high schools throughout the School District. A Space Florida Space Academy Program will offer the current Career and Technical Education ("CTE") programs identified and agreed upon by both parties, generating the qualified priority credentials as outlined by Space Florida on the Florida Master Credentials List as published by the Florida Department of Education.

2. **Professional Development for School Counsellors- In coordination with the School District,** Space Florida will explore the creation of professional development opportunities for Florida's school counsellors to educate them regarding career options available to students within the industry of aerospace and related industries.

3. **Space Florida School District Designation-** Space Florida will bestow the designation of Florida Space Academy School District to School District upon the execution of this MoU, provided that such execution is ratified by the applicable District School Board within 60 days of the Effective Date.

4. **Program Development-** New program frameworks may be implemented in current and subsequent school years, with a joint review of such programming to be conducted at least once every two years during the term of this MoU.

5. **Program Support-** Space Florida will offer support to School District, as a designated Florida Space Academy School District, through the following offerings:
   - **5.1 Meetings:** Participation in Space Florida meetings with Florida's aerospace employers and related industry leaders.
   - **5.2 Brand Tool Kit:** Space Florida will develop a Space Academy Program brand tool kit to be used for promotion within the school district and surrounding communities.
   - **5.3 Letters of Support:** If requested by School District, Space Florida will consider and approve, in its sole discretion, draft letters of support for projects approved by Space Florida.
   - **5.4: Career Events:** Space Florida will facilitate career exploration, career events, and/or participation in career days with current aerospace employers operating in Florida.
   - **5.5 Credential Catalogue:** Space Florida may, but is not obligated to, develop a Space Academy Program credential catalogue available for use digitally.

6. **Marketing-** The parties commit to celebrating career academies making marketing an essential and prioritized task in the promotion of the Space Florida Space

Academy Program throughout the School District. This commitment includes, but is not limited to, incorporating the Space Academy Program into presentations at conferences, maximizing visibility on the Space Florida website, implementing targeted email campaigns, distributing high-quality printed materials, and capturing and promoting compelling testimonials to reach and engage the audiences. Additionally, marketing efforts will actively connect School District with industry and employers, leveraging access to the Space Florida talent heat map to align promotional activities with industry needs and opportunities.

7. **Intellectual Property-** The parties may produce documents, reports, studies, photographs, and maps, as well as product-specific documents (collectively "Works"). The parties understand that unless otherwise agreed in writing, the copyright and other intellectual property rights in any such Work will remain with the party that produces the Work. If the parties jointly produce a Work, Space Florida will own the copyright.

   Neither party will publish or otherwise distribute the Work of the other party without both the previous written consent of the other party and crediting the other party in such Work.

   The names and logos of the parties are trademarks; as such, neither party may use them for any purpose without the prior express written permission of their owners.

8. **No Disclosure of School District Education Records and Employee Records-** School District will not disclose any education records to Space Florida pursuant to this Agreement. However, should Space Florida come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Space Florida's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records will be disclosed by School District to Space Florida. Should Space Florida come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

9. **Term-**This Memorandum of Understanding may be terminated at any time by either party by giving thirty (30) days' written notice thereof, provided, however, Paragraph 7 survives termination.

10. **Limits of Memorandum-** The parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Neither party will refer to or treat the arrangements under this Memorandum as a legal partnership or take any action inconsistent with such intention. The parties do not intend to

create any legally binding obligations. The parties intend to use this MOU to facilitate discussions regarding general areas of cooperation.

This Memorandum accurately represents the understanding and intentions of the parties.

SIGNATURE PAGES FOLLOW

Authorized representatives of the parties are signing this MOU as of the Execution Dates below.

FOR SCHOOL DISTRICT:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SPACE FLORIDA:

(Corporate Seal)

ATTEST:

SPACE FLORIDA

By: _____
Signature

_____
Signature

Robert A. Long
Print Name

_____
Print Name of Official Company Registered Secretary

President & CEO
Title

-or-

Date: March 6, 2026

_____
Witness

_____
Witness

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

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 6, 2026 (*date*) by Robert A Long (*name of officer or agent, title of officer or agent*) of Space Florida (*name of corporation acknowledging*), a Florida / Special District of (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced Known to me (*type of identification*) as identification and who did/did not first take an oath this 6th day of March, 2026.

My Commission Expires: 6/28/2027

Terrie Ireland
Signature – Notary Public

Terrie Ireland
Print Name of Notary

(SEAL)

Notary Public State of Florida
Terrie Ireland
My Commission HH 415969
Expires 6/28/2027

HH 415969
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-10.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Tallahassee State College

REQUESTED ACTION:

Approve the agreement between Tallahassee State College and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of agreement has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Tallahassee State College

Board Meeting Date: June 9, 2026

Requested Action: Approve the agreement between Tallahassee State College and The School Board of Broward County, Florida (SBBC).

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable.
Statutory Requirement	• Yes, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.
If the School Board votes "Yes"	• SBBC will be able to strengthen its teacher recruitment and support student success. The district will have the opportunity to recruit and train the next generation of educators, an essential step in addressing the academic and emotional needs of our students. Additionally, we will cultivate a pool of highly qualified teachers committed to making a positive impact in our schools, ultimately enhancing the quality of instruction and support available to our student population.
If the School Board votes "No"	• SBBC will not be able to strengthen its teacher recruitment and support student success. The district will miss the opportunity to recruit and train the next generation of educators, an essential step in addressing the academic and emotional needs of our students. Furthermore, we will not be able to cultivate a pool of qualified teachers dedicated to making a positive impact on our schools, and ultimately, we will not be able to enhance the quality of instruction available to our student population.

Alignment to 2027 Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• By July 2027, SBBC will achieve a 15% increase in college and university field experience agreements, including the newly established partnership with Tallahassee State College. This expansion is designed to reduce teacher vacancies by strategically guiding participating students toward full-time employment opportunities within our organization.

Background/History
An agreement between a college or university and SBBC is required to accept any internship, practicum participants, or field experience placements. Our Field Experience Program operates across borders, collaborating with colleges and universities in Florida and other states. This program provides both undergraduate and graduate students with practical experiences as they pursue degrees in various majors and fields of study. Through this partnership, field experience students can gain valuable hands-on experience while working toward a degree in teaching. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method. A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	The term of this Agreement commences the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to the Termination section 3.5 of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional two (1) year periods.
Multi-Year Agreement:	No
Procurement Method:	Not applicable.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement: There is no financial impact to the District.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Field experience enables interns to improve their instructional strategies and adapt to the varied needs of students, resulting in more effective learning experiences. As these interns introduce innovative approaches and new ideas in the classroom, they foster a culture of continuous improvement within the schools. This interaction enhances the interns' professional development and positively impacts student engagement and learning outcomes, which can strengthen the overall effectiveness of educational programs in Broward County.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.

Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among college interns, SBBC supervisors, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. SBBC staff provides feedback on mentoring strategies to maintain quality service. University supervisors work closely with SBBC staff to ensure compliance with statutory and district policies while supporting effective supervision. The interests of SBBC students are represented through teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.
End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable.

Additional Backup:

Field Experience Placement Data:
During the 2024–2025 school year, the SBBC facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

Tallahassee State College – Teacher Preparation Program Overview:
Tallahassee State College offers state-approved Bachelor of Arts programs in Elementary Education and Exceptional Student Education (ESE) that prepare candidates for Florida teacher certification through flexible delivery formats and required K–12 field experiences. The programs are approved by the Florida Department of Education (FLDOE) and housed within an institution regionally accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), ensuring quality and compliance with educator preparation standards, while institution-wide outcomes show a graduation rate of approximately 37–38% and post-graduation employment rates exceeding 90%, supporting TSC's role as a reliable pipeline for workforce-ready teachers.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TALLAHASSEE STATE COLLEGE
(hereinafter referred to as "COLLEGE"),
whose principal place of business is
444 Appleyard Drive, Tallahassee, FL 32304

RECITALS

A. **WHEREAS**, SBBC and COLLEGE wish, and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program ("Program") for the classroom field placement of selected students enrolled at COLLEGE with the mutual objective of preparing students for entry into the Elementary Education or Exceptional Student Education professions and

B. **WHEREAS**, COLLEGE students will gain practical experience as part of the COLLEGE course curriculum by completing internships within SBBC schools at no cost to SBBC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to the Termination section 3.5 of this Agreement and, upon the approval of both parties

in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional two (1) year periods.

2.2 **COLLEGE Responsibilities**.

2.2.1 COLLEGE shall plan and administer the COLLEGE educational program for its students and be responsible for the enrollment of its students in COLLEGE courses, including the clinical field placement.

2.2.2 COLLEGE shall maintain all educational records and reports relating to the COLLEGE educational programs completed by COLLEGE students during clinical field experience.

2.2.3 COLLEGE shall determine, in its sole discretion, which of its enrolled students shall be eligible to participate in the Program.

2.2.4 COLLEGE shall provide a person to serve as its Coordinator to oversee its educational program and coordinate Program related activities with SBBC.

2.2.5 COLLEGE shall work through the SBBC department of Professional Learning and Development to determine in advance placement sites for COLLEGE students in the Program, including dates and the number of COLLEGE students.

2.2.6 COLLEGE shall instruct its participating COLLEGE students to complete a security information background check form provided by SBBC and to submit to fingerprinting and criminal records background check to be performed by SBBC or at its direction.

2.2.7 COLLEGE shall, in consultation with SBBC, be responsible for grading of the field placement experience and determining whether a COLLEGE student has completed the requirements of the COLLEGE educational program.

2.2.8 COLLEGE students shall not be considered as employees or agents of the COLLEGE.

2.2.9 COLLEGE shall be responsible for providing professional development seminars to its students in the Program. SBBC may be requested to assist in such seminars.

2.2.10 COLLEGE shall be solely responsible for the conduct of any proceedings of its students related to academic or behavioral matters.

2.2.11 COLLEGE agrees to inform COLLEGE students that they are responsible for the rules and regulations of SBBC, including recognition of the confidential nature of information regarding pupils and their records.

2.2.12 COLLEGE will provide SBBC with a copy of course objectives for the learning experience. SBBC, together with COLLEGE, will make arrangements for evaluating the learning experience.

2.2.13 COLLEGE shall instruct COLLEGE students that they shall not take, capture or record any photographs or any audio or video recordings while on any SBBC facilities without prior written consent of all parents/guardians, or students aged 18 or over, for all students that may be captured in such recordings to evaluate the intern's progress.

2.3 **SBBC Responsibilities**.

2.3.1 SBBC shall be responsible for the conduct of its operations, supervision of its staff and the education of its students. COLLEGE shall not control any of SBBC's property or operations.

2.3.2 SBBC shall provide forms for COLLEGE to use as internship applications.

2.3.3 SBBC shall determine, in consultation with COLLEGE, the COLLEGE students who will be placed at SBBC schools and which schools.

2.3.4 SBBC shall provide to COLLEGE students a security background information form to be completed by COLLEGE students and provide a process for fingerprinting and criminal records background check to be performed by SBBC or at its direction. SBBC shall determine whether a COLLEGE student has satisfactorily cleared the security screening.

2.3.5 SBBC shall, in consultation with COLLEGE, assign its teachers/staff to serve as supervising teachers for the evaluation of the COLLEGE students. SBBC supervising teachers/staff shall complete evaluation forms provided by COLLEGE. Site supervisors selected by SBBC will, a) assist in orienting COLLEGE students to the school, the classroom and the pupils; b) explain all school and district policies, rules, and regulations to students; c) provide prompt and substantive feedback to COLLEGE students regarding performance activities and interactions with SBBC personnel, pupils and parents; d) complete evaluations of COLLEGE student progress and submit them to COLLEGE after reviewing them with applicable COLLEGE students; e) immediately inform the COLLEGE faculty supervisor of any concerns regarding a COLLEGE student; f) establish a time to meet and discuss with COLLEGE students their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For interns) supervise students on a daily basis while under supervision from SBBC site supervisor, if the site supervisor is absent from the classroom, under no circumstance can a COLLEGE student, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated by SBBC and the COLLEGE student.

2.3.6 SBBC shall provide the COLLEGE with written performance evaluation feedback about the COLLEGE student and completion logs based on the Florida Educator Accomplished

Practices (FEAPS) or any other appropriate evaluation standard(s) with the prior written consent of the COLLEGE.

2.3.7 COLLEGE students shall not be deemed to be employees of SBBC for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the Program. Each COLLEGE student is placed with SBBC to receive clinical field experience as a part of his or her academic curriculum; those duties performed by a COLLEGE student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time during their practicum shall students replace or substitute for any employee of SBBC. This provision shall not be deemed to prohibit the employment of any such COLLEGE student by SBBC under a separate employment agreement for separate or additional duties.

2.3.8 SBBC agrees that COLLEGE students assigned to it for internship experiences are under the supervision, control and responsibility of SBBC.

2.3.9 SBBC shall retain the right in its sole discretion, to request the removal of any individual from any area of the school premises. COLLEGE students shall be instructed by the COLLEGE to promptly and without protest leave an area whenever they are requested to do so by an authorized SBBC representative.

2.3.10 SBBC will provide to COLLEGE students the policies and procedures and other relevant materials to allow students to function appropriately within the school.

2.3.11 SBBC will permit COLLEGE students access to the library facilities/curriculum laboratories available to personnel. COLLEGE students may not remove materials from the school without appropriate approval.

2.3.12 COLLEGE students shall not be considered employees or agents of SBBC.

2.3.13 SBBC acknowledges: (a) a COLLEGE student's provision of services in the clinical or field experience will not displace SBBC employees or provide any immediate advantage to the site; (b) no participating COLLEGE student will be entitled to employment by SBBC following internship; and (c) this internship will be without compensation to the COLLEGE student.

2.3.14 SBBC shall permit a COLLEGE supervisor to visit SBBC for purposes of ascertaining that COLLEGE's educational objectives for each COLLEGE student's rotation are met at SBBC. COLLEGE supervisor shall remain under the direct supervision of an SBBC employee at all times while on school grounds pursuant to Section 1012.468(2)(a)(1), Florida Statutes.

2.3.15 SBBC personnel who supervise COLLEGE student teachers during student teaching internships in a K-3 setting must have a certificate or endorsement in reading.

2.3.16 SBBC personnel who supervise COLLEGE student teachers in state-approved programs in Prekindergarten-Primary Education, Elementary Education, English, English to Speakers of Other Languages, and Reading must have a certificate or endorsement in reading.

2.4 **SBBC Disclosure of Education Records**. Under this Agreement, COLLEGE students will gain practical experience by completing internships within SBBC schools for entry into the Elementary Education or Exceptional Student Education professions.

2.4.1 SBBC staff will provide COLLEGE student the records listed in this section for the purpose of teaching individually, in small groups, or in a student's classroom, pursuant to this Agreement.

2.4.2 SBBC employees will provide COLLEGE with the following education records via "view only" on SBBC database with SBBC supervisor present:

2.4.2.1 student first and last name

2.4.2.2 academic records

2.4.2.3 attendance records

2.4.2.4 emergency contact records

2.4.2.5 Individualized Education Program (IEP) or 504 Plan, when applicable, viewed only when on campus under the supervision of the SBBC supervising teacher

2.4.2.6 additional education records necessary for the COLLEGE student to complete his/her responsibilities, pursuant to this Agreement.

2.4.3 SBBC must obtain the written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records listed in this section for all purposes indicated above.

2.4.4 The requirements of this section shall supersede any uses and disclosures of education records, or the like as listed in COLLEGE'S privacy policies if any.

2.4.5 Student interns may redisclose de-identified student work samples to COLLEGE supervisor without prior written parental/guardian consent in order to receive feedback and evaluation, and ensure proper planning and programs. However, written parental/guardian consent is required for student interns to disclose personally identifiable video/audio recordings to COLLEGE supervisors.

2.5 **COLLEGE Safeguarding the Confidentiality of Education Records**.

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, COLLEGE shall:

2.5.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.5.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.5.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.5.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.5.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, COLLEGE shall:

2.5.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.5.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.5.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-

0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.5.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.5.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.5.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.5.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.5.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.5.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.5.3 Liability. COLLEGE shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.6 **Assessment of Data Protection Controls**.

2.6.1 COLLEGE or any of COLLEGE's subcontractors with access to SBBC data shall provide an attestation stating COLLEGE and/or COLLEGE's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by COLLEGE or any of COLLEGE's subcontractors with access to SBBC data under this Agreement.

2.6.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.6.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.6.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.6.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet COLLEGE's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.6.1.4 Monitoring compliance with established security controls.

2.6.3 COLLEGE and/or COLLEGE's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. COLLEGE shall provide SBBC an attestation of continued compliance by COLLEGE and/or COLLEGE's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.7 **Inspection of COLLEGE's Records by SBBC**. COLLEGE shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of COLLEGE's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to COLLEGE's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the

termination of this Agreement or five (5) years after the date of final payment by SBBC to COLLEGE pursuant to this Agreement. SBBC's agent or its authorized representative shall provide COLLEGE with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the COLLEGE's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. COLLEGE shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.8 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Professional Learning and Development The School Board of Broward County, Florida 3531 Davie Road Davie, Florida 33314
To COLLEGE:	Tallahassee State College 444 Appleyard Drive Tallahassee, FL 32304
With a Copy to:	Dr. Tricia Rizza Associate Vice President for Academic Affairs Tallahassee State College 444 Appleyard Drive Tallahassee, FL 32304

2.11 **Background Screening.** COLLEGE shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of COLLEGE's non-exempt employees, representatives, agents, and sub-contractors performing duties

under this Agreement who meet any of the three (4) descriptions listed above. This background screening will be conducted by SBBC in advance of COLLEGE or its personnel providing any services under the conditions described in the previous sentence. This Agreement. COLLEGE students shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to COLLEGE and its personnel. The parties agree that the failure of COLLEGE to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit COLLEGE to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. COLLEGE agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from COLLEGE's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.13 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its

desire to terminate this Agreement. In the event of such termination, if the termination date occurs before a COLLEGE student has completed his or her learning experience at SBBC and the COLLEGE student is in good standing with SBBC, such COLLEGE student may be permitted to complete the scheduled learning experience pursuant to the terms of this Agreement.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and

audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., GrayRobinson, P.A.
as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR COLLEGE:

(Corporate Seal)

ATTEST:

TALLAHASSEE STATE COLLEGE

By: Tricia Rizza

Print Name: Tricia Rizza

Title: Associate Vice President, Academic Affairs

Date: 5/5/2026

Corporate Secretary Signature

-or-

Jennifer Bradley

Witness Signature

Print Name: Jennifer Bradley

Katharine Bahmann

Witness Signature

Print Name: Katharine Bahmann

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

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this May 5th (*date*) by Tricia Rizza (*name of officer or agent, title of officer or agent*) of Tallahassee State College (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced Driver's License (*type of identification*) as identification and who did first take an oath this 5th day of May, 2026.

My Commission Expires:

Brielle Crooms

Signature – Notary Public

(SEAL)

Brielle Crooms

Printed Name of Notary

Notary Public State of Florida
Brielle Crooms
My Commission HH 652203
Expires 3/21/2029

652203

Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-11.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

The First Amendment with The University of Central Florida Board of Trustees

REQUESTED ACTION:

Approve the First Amendment with The University of Central Florida Board of Trustees and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of first amendment has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- First Amendment

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

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

EXECUTIVE SUMMARY

The First Amendment with The University of Central Florida Board of Trustees

Board Meeting Date: June 9, 2026

Requested Action: Approve the request for the First Amendment to extend an agreement with The University of Central Florida for a cooperative program for the field placement of selected students.

General Information

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

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.
If the School Board votes "Yes"	• The School Board of Broward County, Florida (SBBC) will be able to partner with the University of Central Florida for an additional year to provide student teaching/internship, practicum, and/or field experience placements, supporting the recruitment of future educators.
If the School Board votes "No"	• SBBC will not extend the agreement with the University of Central Florida for an additional year. This decision will impede our ability to accommodate internship, practicum, and/or field experience placement requests, which will limit opportunities to recruit future educators.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Through this collaboration with the University of Central Florida, SBBC will host teacher candidates in field experience placements aligned with district instructional priorities. Measurable outcomes include candidate participation rates, program completion, and the number of program graduates who seek employment with SBBC.

Background/History

An agreement between a college or university and SBBC is required to place any internship, practicum, or field experience participants. SBBC partners with colleges and universities in Florida and other states to provide undergraduate and graduate students with meaningful, hands-on experiences as they pursue degrees across various majors and fields of study. Through these partnerships, students gain practical experience in real-world educational settings while completing degree requirements. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The extension of this agreement allows interns to continue strengthening their teaching strategies while adapting to the diverse academic and social-emotional needs of students, resulting in more effective support services. By introducing innovative approaches and fresh perspectives, interns help foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student engagement and well-being, ultimately improving the overall effectiveness of educators in SBBC.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.
Community/ Stakeholder Engagement	Stakeholder engagement for Field Experience involves collaboration among college interns, SBBC teacher/intern supervisors/cooperating teachers, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. The SBBC staff provides feedback on mentoring strategies to maintain quality service. College supervisors work closely with SBBC staff to ensure compliance with district policies while supporting effective supervision. The interests of SBBC students are represented through

	teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.
End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:

Exhibit 2 – First Amendment

Field Experience Placement Data:

During the 2024–2025 school year, the SBBC facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. Notably, 19% of the overall internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO UNIVERSITY AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

and

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
(hereinafter referred to as "UNIVERSITY"),
a public university and a member of the State University System of Florida,
whose principal place of business is
12805 Pegasus Drive, Orlando, Florida 32816-3358.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY entered into an Agreement that commenced on June 17, 2025, and expires on June 30, 2026 ("Agreement"); and

B. **WHEREAS,** under the Agreement, SBBC and UNIVERSITY engage in a cooperative program (the "Program") for the classroom field placement of selected UNIVERSITY students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the teaching profession; and

C. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension period options; and

D. **WHEREAS,** SBBC and UNIVERSITY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from June 30, 2026, through June 30, 2027, through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to 3.5 of the Agreement, the term of the Agreement is hereby extended from June 30, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 Termination of the Agreement.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment to Agreement; then
(b) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., Gray Robinson, P.A. as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR UNIVERSITY:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES

By: Allison Jefferson

Print Name: Allison Jefferson

Title: Assistant Dean

Date: 5/12/2026

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

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5 May 26 (*date*) by Nordia Marshall (*name of officer or agent, title of officer or agent*) of University of Central Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 5 day of May, 2026.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

NORDIA MARSHALL
Notary Public - State of Florida
Commission # HH 581742
My Comm. Expires Aug 13, 2028
Bonded through National Notary Assn.

Nordia Marshall
Printed Name of Notary

HH 581742
Notary's Commission No.

260429ucffirstamendmentrpvrl

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 5

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

TITLE:

Strategic Planning for State-of-the-Art Replacement Schools

REQUESTED ACTION:

Direct the Superintendent of Schools to develop and present a plan to construct at least two state-of-the-art replacement schools through the consolidation and repurposing of existing campuses as part of the Redefining Our Schools process. (Holness)

RATIONALE:

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

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

The financial impact associated with the construction of state-of-the-art replacement schools will be identified and included in the comprehensive plan presented to the School Board at a future meeting.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications Jun 9,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff & Communication
Phone: 754-321-2626

EXECUTIVE SUMMARY

Strategic Planning for State-of-the-Art Replacement Schools

Board Meeting Date: June 9, 2026

Requested Action: Direct the Superintendent of Schools to develop and present a plan to construct at least two state-of-the-art replacement schools through the consolidation and repurposing of existing campuses as part of the Redefining Our Schools process.

General Information

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

District-zone Impact/Board Member: Dr. Holness	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The Superintendent of Schools will develop and present a plan, as part of the Redefining Our Schools process, to construct at least two state-of-the-art replacement schools through the consolidation and repurposing of existing school sites. The proposed plan will be presented to the School Board at a subsequent meeting for review and consideration.
If the School Board votes "No"	• No action will be taken to develop and present a plan for the construction of state-of-the-art replacement schools, and future facility planning will continue under existing processes without a Board-directed initiative tied to the Redefining Our Schools process.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 4, Accountability
Measurable Outcome(s)/Return on Investment	• The measurable outcome will be the development of a strategic plan to construct state-of-the-art replacement schools designed to enhance the overall learning environment and strengthen the district's ability to attract and retain students, contributing to increased enrollment in Broward County Public Schools. Additional benefits include modernized facilities, and improved campus conditions.

Background/History
Broward County Public Schools is experiencing a decline in student enrollment, with projections indicating that this trend is expected to continue. In response, the District is continuing to evaluate long-term strategies through the Redefining Our Schools process to better align its footprint, resources, and offerings with current and future enrollment trends.

As part of this process, the consolidation and repurposing of underutilized campuses present an opportunity to strategically reinvest in new, state-of-the-art replacement schools. These schools can serve as modern learning environments that reflect current educational needs, support innovative instructional practices, and expand facility offerings to remain competitive with charter schools and private institutions.

Developing a strategic plan for replacement schools will position the District to enhance the overall student experience, strengthen community confidence, and improve its ability to attract and retain students. By investing in high-quality, state-of-the-art facilities, the District can better compete in an evolving educational landscape and create opportunities to regain students who are choosing alternative options.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:

The financial impact associated with the construction of state-of-the-art replacement schools will be identified and included in the comprehensive plan presented to the School Board at a future meeting.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	District-wide
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: N/A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 5

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

TITLE:

Districtwide Customer Service Action Plan

REQUESTED ACTION:

Direct the Superintendent of Schools to conduct nationwide research of successful, data-driven customer service practices and develop a comprehensive, districtwide customer service action plan that establishes clear standards, training, and accountability across all levels of the organization, to be presented to the School Board no later than August 25, 2026. (Holness)

RATIONALE:

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

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

There is no immediate financial impact associated with this item. Any costs associated with implementing the districtwide customer service action plan will be identified and presented to the School Board for consideration.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications Jun 9,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff & Communication
Phone: 754-321-2626

EXECUTIVE SUMMARY

Districtwide Customer Service Action Plan

Board Meeting Date: June 9, 2026

Requested Action: Direct the Superintendent of Schools to conduct nationwide research of successful, data-driven customer service practices and develop a comprehensive, districtwide customer service action plan that establishes clear standards, training, and accountability across all levels of the organization, to be presented to the School Board no later than August 25, 2026.

General Information

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

District-zone Impact/Board Member: Dr. Holness	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The Superintendent of Schools will conduct nationwide research of successful data-driven customer service practices and develop a comprehensive, districtwide customer service action plan. The plan will be presented to the School Board for review and discussion no later than August 25, 2026, with implementation to follow upon Board direction.
If the School Board votes "No"	• The Superintendent of Schools will not be directed to conduct research or develop a comprehensive, districtwide customer service action plan, and customer service efforts will continue under existing practices and guidelines.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 4, Accountability
Measurable Outcome(s)/Return on Investment	• The measurable outcome will be the development and implementation of a districtwide customer service action plan that establishes consistent standards, improves response times and follow-through, and enhances the overall customer experience across all levels of the District.

Background/History
Broward County Public Schools has implemented customer service initiatives, including the ABCs of Customer Service and districtwide survey tools, which have contributed to generally positive feedback across schools and departments. While these efforts have established a foundation for customer service, there is an opportunity to strengthen and build upon these practices across the district.

School districts and large organizations across the country, including leading educational institutions, often achieve strong customer service outcomes by using research-based, data-driven strategies and clearly defined service models. This directive directs the Superintendent to conduct extensive nationwide research of successful practices to inform the development of a comprehensive customer service plan for the District.

This item supports the development of a districtwide customer service action plan informed by proven national practices and data-driven approaches to establish clear standards, training, and accountability measures. The goal is to ensure a reliable, consistent, and high-quality customer experience across all levels of Broward County Public Schools.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
There is no immediate financial impact associated with this item. Any costs associated with implementing the districtwide customer service action plan will be identified and presented to the School Board for consideration.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	District-wide
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: N/A

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Chief of Staff and Communications

Agenda Item Number:	B-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Proclamations Sponsored by School Board Members REVISED

REQUESTED ACTION:

Receive the proclamations sponsored by School Board members. Board

RATIONALE:

For the Requested Actions, Background/History, Alignment tothe2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary

EXHIBITS:

Executive Summary
Proclamation_Hudge
Memo to Revise

FINANCIAL IMPACT:

There is no budget impact associated with this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications May 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Proclamations Sponsored by School Board Members

Board Meeting Date: June 9, 2026

Requested Action: Receive the proclamations sponsored by School Board members.

General Information

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

District-zone Impact/Board Member: Board	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The Board will officially receive the proclamations and acknowledge their support of the occasions that led to these symbolic gestures.
If the School Board votes "No"	• The proclamations will not be officially received or acknowledged by the full Board.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Proclamations serve to memorialize the Board's unanimous, personalized support of events. Their display increases visibility of the Board's collective voice.

Background/History

The School Board members have a longstanding practice of presenting proclamations as a symbolic gesture of their support or recognition for events that occur throughout the community.

- On June 9, 2026, District 5 School Board Member & Vice Chair, Dr. Jeff Holness, recognized and honored Dr. Veda F. Hudge for her visionary leadership, her results focused execution, and her steadfast commitment to fidelity and accountability as a leader of the School Transformation Office since its inception, and further recognizes the dedicated School Transformation Office staff whose collective efforts have strengthened schools, elevated leadership, and improved outcomes for students across Broward County Public Schools.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): **Acquisition Method**:

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

Budget Impact Summary Statement: N/A

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Proclamation- Dr. Howard Jones
Proclamation- Levi Henry Jr.
Proclamation- Nancy Metayer

PROCLAMATION

Honoring Dr. Veda Hudge

WHEREAS, Dr. Veda F. Hudge brings strong, visionary leadership shaped by more than thirty years of service to Broward County Public Schools, beginning in 1990, including service as a Teacher, Assistant Principal, Principal, Turnaround Principal, Director of Accountability, Director of Strategic Achievement, Director of Service Quality, Executive Director for Student Services, and Assistant Superintendent, and these experience is reflected in her leadership of the School Transformation Office since its inception; and

WHEREAS, throughout her career, Dr. Veda F. Hudge has modeled a result focused and business minded approach to leadership, ensuring initiatives are executed with fidelity, progress is closely monitored, and teams are supported and held accountable in service of student success; and

WHEREAS, since 2024, as Assistant Superintendent of Teaching and Learning for the School Transformation Office, Dr. Hudge has led targeted efforts to accelerate and sustain achievement in fragile schools by strengthening instruction, building leadership capacity, and aligning district supports to school needs; and

WHEREAS, under her leadership, School Transformation Office schools demonstrated significant academic progress, including unprecedented gains within one year with fifty five percent earning an "A" or "B" rating, continued improvements from "C" to higher grades, and the recognition of two School Transformation Office principals as Principal of the Year recipients in 2025 and 2026; and

WHEREAS, Dr. Hudge has advanced school improvement through strong collaboration and operational excellence by partnering with Facilities and Maintenance, Talent Acquisition, Academics, Student Services, Assessment and Research, and district leadership, including organizing a targeted hiring fair to stabilize staffing and prioritizing attendance strategies that address barriers to student achievement; and

WHEREAS, Dr. Hudge has invested in long term capacity building by expanding professional learning for school leaders and instructional staff, securing curriculum resources and funding for extended learning, representing the district nationally at the Council of Great City Schools, and bringing academic preparation shaped by degrees from Florida State University, Nova Southeastern University, and Florida Atlantic University; and

WHEREAS, the effectiveness and impact of the School Transformation Office are driven by the dedicated efforts of its department staff, including Directors, the Assistant Director, Instructional Facilitators, and Clerical Staff, whose daily work provides critical academic and operational support to schools, strengthens instructional practices, and ensures the consistent implementation of systems that promote sustained school improvement; and

NOW, THEREFORE, BE IT PROCLAIMED that I, District 5 School Board Member & Vice Chair, Dr. Jeff Holness, hereby recognizes and honors Dr. Veda F. Hudge for her visionary leadership, her results focused execution, and her steadfast commitment to fidelity and accountability as a leader of the School Transformation Office since its inception, and further recognizes the dedicated School Transformation Office staff whose collective efforts have strengthened schools, elevated leadership, and improved outcomes for students across Broward County Public Schools.

Given at Fort Lauderdale, Florida this 9th Day of June, 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Dr. Jeff Holness, District 5 School Board Member & Vice Chair

By:_____
Dr. Howard Hepburn, Superintendent of Schools

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

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

June 2, 2026

TO: School Board Members

FROM: John J. Sullivan
Chief of Staff and Communications Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE B-3.) PROCLAMATIONS SPONSORED BY SCHOOL BOARD MEMBERS, FOR THE JUNE 9, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for B-3.) Proclamations Sponsored by School Board Members), for the June 9, 2026, Regular School Board Meeting

The agenda item has been revised to include two added proclamations for Board consideration and recognition.

- The first proclamation recognizes and commends Dr. Lacresha Cooper and the College, Career, and Life Readiness team, as sponsored by District 5 School Board Member and Vice Chair Jeff Holness, for their collaborative leadership, dedication to expanding student opportunities, and contributions to the success of the 2026 Infinite Scholars and YMCA Scholarship Fair. The recognition also highlights the team's continued commitment to strengthening college and career readiness for students across Broward County Public Schools.
- The second proclamation, sponsored by District 3 School Board Member and Board Chair Sarah Leonardi, proclaims July 4, 2026, as a celebration of the 250th Anniversary of the United States of America. This proclamation encourages residents, students, families, and community members to reflect upon the Nation's history, honor those who have defended our freedoms, celebrate the progress achieved over the past 250 years, and recommit to building a future worthy of the ideals upon which America was founded.

HH/JJS

For more information, please contact:

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

EXECUTIVE SUMMARY

Proclamations Sponsored by School Board Members

Board Meeting Date: June 9, 2026

Requested Action: Receive the proclamations sponsored by School Board members.

General Information

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

District-zone Impact/Board Member: Board	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The Board will officially receive the proclamations and acknowledge their support of the occasions that led to these symbolic gestures.
If the School Board votes "No"	• The proclamations will not be officially received or acknowledged by the full Board.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Proclamations serve to memorialize the Board's unanimous, personalized support of events. Their display increases visibility of the Board's collective voice.

Background/History

The School Board members have a longstanding practice of presenting proclamations as a symbolic gesture of their support or recognition for events that occur throughout the community.

- On June 9, 2026, District 5 School Board Member & Vice Chair, Dr. Jeff Holness, recognized and honored Dr. Veda F. Hudge for her visionary leadership, her results focused execution, and her steadfast commitment to fidelity and accountability as a leader of the School Transformation Office since its inception, and further recognizes the dedicated School Transformation Office staff whose collective efforts have strengthened schools, elevated leadership, and improved outcomes for students across Broward County Public Schools.
- On June 9, 2026, District 5 School Board Member & Vice Chair, Jeff Holness, recognized and commended Dr. Lacresha Cooper and the College Career and

Life Readiness team for their collaborative leadership, dedication to student opportunity, and contributions to the success of the 2026 Infinite Scholars and YMCA Scholarship Fair, as well as for their continued efforts to strengthen college and career readiness for students across Broward County Public Schools.

- On June 9, the members of The School Board of Broward County, FL, sponsored by District 3 School Board Member & Board Chair, Sarah Leonardi, proclaimed July 4, 2026, as a celebration of the 250th Anniversary of the United States of America and encouraged all residents, students, families, and community members to reflect upon our Nation's history, honor those who have defended our freedoms, celebrate the progress achieved over the past 250 years, and recommit themselves to building a future worthy of the ideals upon which America was founded.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): **Acquisition Method**:

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

Budget Impact Summary Statement: N/A

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Proclamation- V. Hudge
Proclamation- L. Cooper
Proclamation- 250th Anniversary

PROCLAMATION

Honoring Dr. Veda Hudge

WHEREAS, Dr. Veda F. Hudge brings strong, visionary leadership shaped by more than thirty years of service to Broward County Public Schools, beginning in 1990, including service as a Teacher, Assistant Principal, Principal, Turnaround Principal, Director of Accountability, Director of Strategic Achievement, Director of Service Quality, Executive Director for Student Services, and Assistant Superintendent, and these experience is reflected in her leadership of the School Transformation Office since its inception; and

WHEREAS, throughout her career, Dr. Veda F. Hudge has modeled a result focused and business minded approach to leadership, ensuring initiatives are executed with fidelity, progress is closely monitored, and teams are supported and held accountable in service of student success; and

WHEREAS, since 2024, as Assistant Superintendent of Teaching and Learning for the School Transformation Office, Dr. Hudge has led targeted efforts to accelerate and sustain achievement in fragile schools by strengthening instruction, building leadership capacity, and aligning district supports to school needs; and

WHEREAS, under her leadership, School Transformation Office schools demonstrated significant academic progress, including unprecedented gains within one year with fifty five percent earning an "A" or "B" rating, continued improvements from "C" to higher grades, and the recognition of two School Transformation Office principals as Principal of the Year recipients in 2025 and 2026; and

WHEREAS, Dr. Hudge has advanced school improvement through strong collaboration and operational excellence by partnering with Facilities and Maintenance, Talent Acquisition, Academics, Student Services, Assessment and Research, and district leadership, including organizing a targeted hiring fair to stabilize staffing and prioritizing attendance strategies that address barriers to student achievement; and

WHEREAS, Dr. Hudge has invested in long term capacity building by expanding professional learning for school leaders and instructional staff, securing curriculum resources and funding for extended learning, representing the district nationally at the Council of Great City Schools, and bringing academic preparation shaped by degrees from Florida State University, Nova Southeastern University, and Florida Atlantic University; and

WHEREAS, the effectiveness and impact of the School Transformation Office are driven by the dedicated efforts of its department staff, including Directors, the Assistant Director, Instructional Facilitators, and Clerical Staff, whose daily work provides critical academic and operational support to schools, strengthens instructional practices, and ensures the consistent implementation of systems that promote sustained school improvement; and

NOW, THEREFORE, BE IT PROCLAIMED that I, District 5 School Board Member & Vice Chair, Dr. Jeff Holness, hereby recognizes and honors Dr. Veda F. Hudge for her visionary leadership, her results focused execution, and her steadfast commitment to fidelity and accountability as a leader of the School Transformation Office since its inception, and further recognizes the dedicated School Transformation Office staff whose collective efforts have strengthened schools, elevated leadership, and improved outcomes for students across Broward County Public Schools.

Given at Fort Lauderdale, Florida this 9th Day of June, 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Dr. Jeff Holness, District 5 School Board Member & Vice Chair

By:_____
Dr. Howard Hepburn, Superintendent of Schools

PROCLAMATION

In Recognition of Dr. Lacresha Cooper
and Her Team

WHEREAS, Dr. Lacresha Cooper, Supervisor of College Career and Life Readiness within the School Counseling Department of Broward County Public Schools, alongside the dedicated College Career and Life Readiness team, has demonstrated exceptional leadership and a strong commitment to student success through strategic collaboration, purposeful partnerships, and a shared vision for expanding college and career opportunities for all students; and

WHEREAS, Dr. Cooper and her team have consistently brought together BRACE Advisors, School Counselors, educators, and community partners to strengthen college readiness systems across the district, fostering collaboration through intentional convenings that have supported strong teamwork and student-centered outcomes; and

WHEREAS, through the collective leadership, innovation, and dedication of Dr. Cooper and the College Career and Life Readiness team, Broward County Public Schools has strengthened financial aid access for students and families by supporting FAFSA assistance efforts across schools, resulting in a current 45 percent completion rate, reflecting a 12 percent increase over the same time last year; and

WHEREAS, under Dr. Cooper's guidance and through the ongoing efforts of her team, advisors have successfully supported students through each step of the Bright Futures process, contributing to an 8 percent increase in completions and a current district participation rate of 45 percent; and

WHEREAS, in January 2026, Dr. Cooper and the College Career and Life Readiness team played a critical collaborative role in ensuring Broward County Public Schools student participation in the Community Health Strategies 2026 Infinite Scholars and YMCA Scholarship Fair by working closely with event organizers and partners to coordinate logistics, communication, and access for students; and

WHEREAS, through this collaborative effort led by Dr. Cooper and supported by district staff and community partners, more than 2,100 students from 36 high schools, including 21 Broward County high schools, were transported to attend a three-day event that provided broad access to post-secondary opportunities; and

WHEREAS, the event brought together 31 colleges and universities and resulted in more than 77 million dollars in on-the-spot scholarships and admissions offers awarded directly to students, significantly advancing college access and affordability for participating families; and

WHEREAS, Dr. Cooper and her team have further expanded student access by cultivating strong relationships with community partners, resulting in more than 290 million dollars in reported postsecondary funding opportunities, including financial aid awards, Bright Futures, and community partnership scholarships, while providing consistent communication through various College and Career resources; and

WHEREAS, through the leadership of Dr. Cooper and the collaborative implementation efforts of the College Career and Life Readiness team in advancing Xello, Broward County Public Schools has supported student future planning and preparedness, contributing to more than 600,000 platform logins as students engage in career exploration and post-secondary planning; and

NOW, THEREFORE, BE IT PROCLAIMED that I, District 5 School Board Member & Vice Chair, Jeff Holness, hereby recognize and commend Dr. Cooper and the College Career and Life Readiness team for their collaborative leadership, dedication to student opportunity, and contributions to the success of the 2026 Infinite Scholars and YMCA Scholarship Fair, as well as for their continued efforts to strengthen college and career readiness for students across Broward County Public Schools.

Given at Fort Lauderdale, Florida this 9th Day of June, 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Dr. Jeff Holness, District 5 School Board Member & Vice Chair

By:_____
Dr. Howard Hepburn, Superintendent of Schools

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-2000

Website:
browardschools.com

THE SCHOOL BOARD OF BROWARD COUNTY, FL

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

PROCLAMATION

PLOCLAMATION IN CELEBRATION OF THE 250TH ANNIVERSARY OF THE UNITED STATES OF AMERICA

July 4, 2026

WHEREAS, on July 4, 1776, the Declaration of Independence proclaimed to the world that all people are created equal and endowed with the unalienable rights of life, liberty, and the pursuit of happiness; and

WHEREAS, for 250 years, the United States of America has stood as a beacon of freedom, democracy, opportunity, and hope, inspiring generations of Americans to strive toward a more perfect Union; and

WHEREAS, the freedoms we enjoy today were secured through the courage and sacrifice of the men and women who answered the call to serve our Nation throughout its history; and

WHEREAS, we honor the patriots of the American Revolution who risked their lives, fortunes, and sacred honor to establish our independence and create a nation founded on the principles of liberty and self-government; and

WHEREAS, we recognize the service and sacrifice of the brave Americans who fought in World War I, defending freedom abroad and helping preserve democracy during one of the most consequential conflicts in modern history; and

WHEREAS, we pay tribute to the Greatest Generation whose courage during World War II helped liberate nations from tyranny, defend democratic ideals, and secure peace for future generations; and

WHEREAS, throughout our Nation's history, countless veterans, service members, first responders, educators, public servants, workers, and community leaders have strengthened the foundations of our democracy and contributed to the progress of our country; and

WHEREAS, each generation of Americans has played a vital role in expanding opportunity, advancing justice, and ensuring that the promises contained within the Constitution are extended to all people; and

WHEREAS, Americans have worked to protect and strengthen the right to vote, ensuring that more voices are heard in our democracy and that government remains accountable to the people it serves; and

WHEREAS, generations of citizens have championed civil rights, equal protection under the law, and the freedom for individuals to live authentically, including the right to love and marry whom they choose; and

WHEREAS, the abolitionist movement, carried forward by freedom fighters, formerly enslaved people, and allies of conscience, challenged the Nation to live up to its founding ideals, culminating in the Emancipation Proclamation and the ratification of the 13th Amendment; and

WHEREAS, the women's suffrage movement, from the Seneca Falls Convention of 1848 through the ratification of the 19th Amendment in 1920, expanded the promise of self-government by securing the right of women to vote and participate in American democracy; and

WHEREAS, the sacrifices of civil rights leaders, marchers, and ordinary citizens who faced injustice with dignity and resolve transformed American law and conscience, resulting in landmark legislation including the Civil Rights Act of 1964 and the Voting Rights Act of 1965; and

WHEREAS, the story of America is one of continual progress, shaped by people from every background who have worked together to overcome challenges, expand freedoms, and create greater opportunities for future generations; and

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-2000

Website:
browardschools.com

THE SCHOOL BOARD OF
BROWARD COUNTY, FL

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

WHEREAS, as we commemorate the 250th anniversary of our Nation, we reflect with gratitude on our history, celebrate our diversity, honor those who came before us, and renew our commitment to the ideals of liberty, equality, justice, and democracy.

NOW, THEREFORE, BE IT PROCLAIMED, by The School Board of Broward County, Florida, that July 4, 2026, as a celebration of the 250th Anniversary of the United States of America and encourages all residents, students, families, and community members to reflect upon our Nation's history, honor those who have defended our freedoms, celebrate the progress achieved over the past 250 years, and recommit themselves to building a future worthy of the ideals upon which America was founded.

Given at Fort Lauderdale, Florida, this 9th day of June 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

APPROVE: _____
Sarah Leonardi, Chair

ATTEST: _____
Dr. Howard Hepburn, Superintendent of Schools

This Resolution is compliant with State and Federal Laws.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	C. Office of The Superintendent
DEPARTMENT:	Human Resources

Agenda Item Number:	C-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Superintendent's 2026-2027 Revised Organizational Chart
ADDED

REQUESTED ACTION:

Approve revisions to Superintendent's 2026-2027 Organizational Chart. District-wide

RATIONALE:

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

EXHIBITS:

Executive Summary
2026-2027 Org. Chart Revisions

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jun 2, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

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

EXECUTIVE SUMMARY

Superintendent's 2026-2027 Revised Organizational Chart

Board Meeting Date: June 9, 2026

Requested Action:
Approve the revisions to the Superintendent's 2026-2027 Organization Chart.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Voting yes will ensure the General Counsel will be able to organize the legal team to provide the greatest support to schools while addressing the operational and succession planning needs of the District. It will align the organizational chart with the number of positions in the Food and Nutrition Services department currently funded for FY27.
If the School Board votes "No"	• Voting no will delay the ability of the General Counsel to organize the legal team to provide the greatest support to schools while addressing the operational and succession planning needs of the District. The organizational chart will not align with the number of positions in the Food and Nutrition Services department currently funded for FY27.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The proposed revisions to the Board-approved organizational chart are expected to improve organizational and operational efficiency, enhance alignment with the District's Strategic Plan, and support effective allocation of resources in response to declining student enrollment and revenue, resulting in strengthened educational

	outcomes and operational effectiveness beginning in the 2026-2027 school year.

Background/History
Revision to Page Eleven – Chief Strategy & Operations Officer

The Board approved the Superintendent's 2026-2027 Organizational Chart as part of Item 1 as amended at the May 11, 2026, Special School Board Meeting. Page 11 reflects four of the eight departments within the newly created Strategy & Operations Division. The number of Area Supervisors in the Food & Nutrition Services department is being corrected to reflect the actual number of positions that are currently funded for the 2026-2027 school year. These positions were identified on the exhibit entitled *District Position Summary – Revised* that was included in the item. The Area Supervisor Special programs position is being changed from three to two, and the Area Supervisor position is being changed from seven to ten.

Background/History
Revision to Page Twenty-One – Office of the General Counsel

The Board approved the Superintendent's 2026-2027 Organizational Chart as part of Item 1 as amended at the May 11, 2026, Special School Board Meeting. Page 21 reflects an Administrative Counsel position reporting to the General Counsel. The proposed organizational change repurposes the current Administrative Counsel position into an Assistant General Counsel position. Following evaluation of the operational needs of the Office of the General Counsel and the ongoing restructuring of legal services, it was determined that the responsibilities previously assigned to the Administrative Counsel role can be effectively absorbed within the Assistant General Counsel structure while also providing greater flexibility to support the broader legal and operational needs of the District.

This change supports the Office's transition to a more centralized and collaborative legal services model, allowing attorneys to provide cross-functional support across multiple practice areas rather than operating within isolated assignments. The revised structure promotes operational efficiency, improved resource allocation, enhanced teamwork, and greater adaptability in addressing the evolving legal needs of the District. Additionally, the repurposed Assistant General Counsel role will retain the capacity to perform the former Administrative Counsel responsibilities while also handling expanded legal assignments and supporting additional departmental initiatives as needed.

Importantly, this organizational adjustment results in no additional cost to the District, as the repurposing of the position is being accomplished within the Office's existing budgeted positions and staffing structure.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Revised pages of the 2026-2027 Organizational Chart

STRATEGY & OPERATIONS

NG
Not General Funded

Proposed Change
06/09/26 RSBM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

NG-50% (S) CHIEF STRATEGY& OPERATIONS OFFICER

THE SCHOOL BOARD OF BROWARD COUNTY, FL
2026-2027 ORGANIZATIONAL CHART

(E) EXECUTIVE DIRECTOR Budget

NG (E) EXECUTIVE DIRECTOR Food & Nutrition Services

(E) EXECUTIVE DIRECTOR Student Transportation & Fleet Services

NG (D) DIRECTOR FINANCE Food & Nutrition Services

NG (D) DIRECTOR Food & Nutrition Services

NG (D) DIRECTOR Food & Nutrition Services Information Systems

(D) CHIEF FIRE OFFICIAL

NG (D) CHIEF BUILDING OFFICIAL

NG (B) AREA SUPERVISOR Special Programs Food & Nutrition Services ~~(3)~~ (2)

NG (B) AREA SUPERVISOR Food & Nutrition Services ~~(7)~~ (10)

NG (C) COORDINATOR Food & Nutrition Services (2)

NG (25) SUPERVISOR Food & Nutrition Services Equipment & Supplies

NG (26) PROGRAM MANAGER Nutrition, Education & Training

(C) ASSISTANT DIRECTOR Transportation Operations & Special Needs Transportation

(C) MANAGER II Transportation Terminal (2)

(27) ACCOUNTANT V

(C) MANAGER Centralized Routing

(27) MANAGER Transportation Operations

(B) MANAGER I Transportation Terminal (2)

(C) MANAGER I Vehicle Maintenance

(25) SUPERVISOR Vehicle Maintenance (2)

(27) SENIOR DATA ANALYST Transportation

(25) PLANS EXAMINER/ INSPECTOR Fire (3)

(25) SENIOR INSPECTOR Fire Safety

NG (26) SENIOR INSPECTOR Building

NG (25) PLANS EXAMINER/ INSPECTOR * Roofing (2)

NG (25) PLANS EXAMINER/ INSPECTOR * Building (4)

NG (25) PLANS EXAMINER/ INSPECTOR * Plumbing (2)

NG (25) PLANS EXAMINER/ INSPECTOR * Mechanical (2)

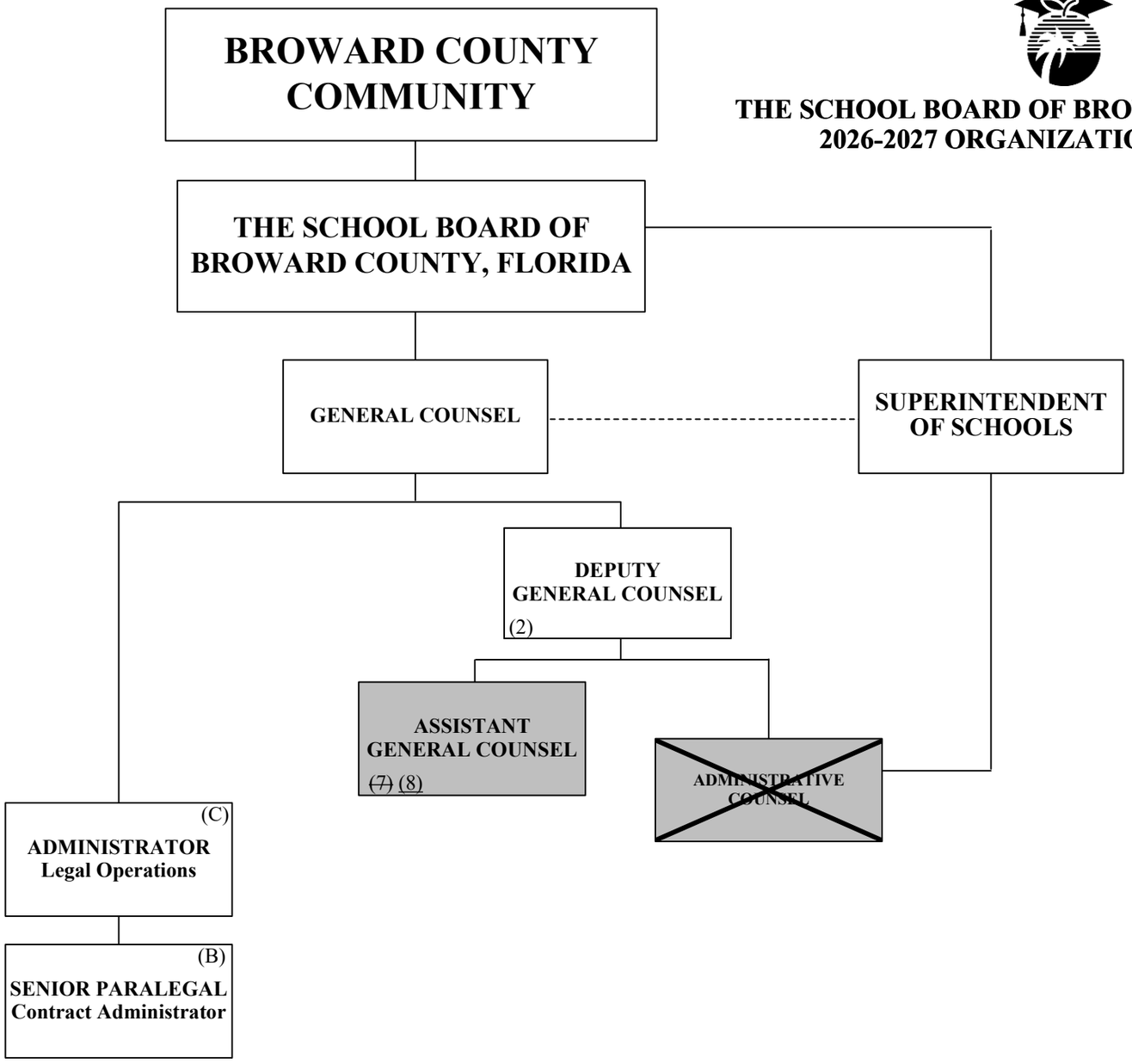
NG (25) PLANS EXAMINER/ INSPECTOR * Electrical (3)

* Additional external resources are utilized based on District projects' needs

NG
Not General Funded

Proposed Change
06/09/26 RSBM

THE SCHOOL BOARD OF BROWARD COUNTY, FL
2026-2027 ORGANIZATIONAL CHART



Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	E. Safety & Security
DEPARTMENT:	Special Investigative Unit

Agenda Item Number:	E-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Law Enforcement Mutual Aid and Interlocal Agreement for School Bus Infraction Detection System Enforcement

REQUESTED ACTION:

Approve this Agreement between the Broward County Sheriff's Office ("BSO") and The School Board of Broward County, Florida, acting through the Broward County Schools Police Department ("BCSPD"), establishes a formal mutual aid and interlocal agreement pursuant to Sections 23.1225 and 316.173, Florida Statutes, for the enforcement of school bus stop-arm violations through a School Bus Infraction Detection System Program. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Michael Gregory	Phone:	
Name:	Kevin Nosowicz	Phone:	754-321-0725

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Michael G. Gregory, Chief Safety and Security Officer

Signature

Michael G. Gregory, Chief Safety and Security Officer Jun 2,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Kevin Nosowicz
Title: Chief of Police
Phone: 754-321-0725

EXECUTIVE SUMMARY

Law Enforcement Mutual Aid and Interlocal Agreement for School Bus Infraction Detection System Enforcement

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Board Meeting Date: June 9, 2026

Requested Action:
Approve this Agreement between the Broward County Sheriff's Office ("BSO") and The School Board of Broward County, Florida, acting through the Broward County Schools Police Department ("BCSPD"), establishes a formal mutual aid and interlocal agreement pursuant to Sections 23.1225 and 316.173, Florida Statutes, for the enforcement of school bus stop-arm violations through a School Bus Infraction Detection System Program.

General Information

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

District-zone Impact/Board Member: District-Wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• 23.1225 • 316.173
If the School Board votes "Yes"	• The District will be authorized to implement the School Bus Infraction Detection System Program in partnership with BSO, establishing a legally compliant framework for cross-jurisdictional enforcement of school bus stop-arm violations and enhancing student safety without direct financial impact to the District.
If the School Board votes "No"	• The District will be unable to implement the program as allowed by Section 316.173, Florida Statutes, and enforcement will remain limited to traditional officer-initiated actions without the expanded capabilities and coordination provided under the agreement.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• The program's measurable outcomes include increased detection and enforcement of school

	bus stop-arm violations, improved compliance with traffic laws, and enhanced student safety, supported by structured data collection, citation tracking, and required statutory reporting under Section 316.173, Florida Statutes. The return on investment is achieved through a cost-neutral agreement that leverages technology and interagency coordination to expand enforcement capacity, delivering value through risk reduction, operational efficiency, and improved public safety outcomes.

Background/History

Section 316.173, Florida Statutes, authorizes school districts to implement school bus infraction detection systems for the purpose of enforcing violations involving motorists unlawfully passing stopped school buses. The statute further requires school districts to enter into agreements with one or more law enforcement agencies to establish enforcement responsibilities and reimbursement provisions associated with operation of the program.

This Agreement establishes the operational and legal framework necessary for Broward County Public Schools and the Broward County Sheriff's Office to coordinate enforcement activities related to school bus stop-arm violations. The Agreement authorizes sworn law enforcement personnel and authorized enforcement officers to exercise law enforcement authority across jurisdictional boundaries consistent with Section 23.1225, Florida Statutes.

Under the Agreement, BCSPD will maintain administrative responsibility and the ability to enforce the school bus stop-arm enforcement program. The Agreement also establishes procedures governing notice of issuance, affidavits, administrative hearings, evidentiary review, data privacy, chain of custody, public records compliance, and reporting obligations.

Additionally, the Agreement requires the District to ensure compliance with all statutory implementation requirements, including required public awareness campaigns and installation of required signage before issuance of civil penalties.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The Agreement shall become effective upon execution by all Parties and shall remain in effect for a period of five (5) years from the Effective Date, with an automatic renewal for an additional two (2) years unless terminated by either Party pursuant to the Agreement's termination provisions.
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Interlocal / Mutual Aid Agreement pursuant to Sections 23.1225 and 316.173, Florida Statutes. The Agreement is not procured through a competitive solicitation process because it is an intergovernmental agreement between public agencies for law enforcement cooperation and statutory enforcement responsibilities.

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The impact on schools will be a measurable enhancement in student safety during arrival and dismissal by increasing compliance with school bus stop-arm laws and reducing the likelihood of dangerous passing incidents.
School Selection /Prioritization	District wide
Community/ Stakeholder Engagement	The program incorporates community and stakeholder engagement through required public awareness and education efforts prior to implementation, ensuring that families, drivers, and the broader community are informed about the program and enforcement procedures
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Exhibit A: Law Enforcement Mutual Aid and Interlocal Agreement for School Bus Infraction Detection System Enforcement

The School Bus Infraction Detection System Program aligns with the District's 2027 Strategic Goals and Guardrails by directly advancing student safety, operational effectiveness, and family confidence in school transportation systems.

The Agreement authorizes coordinated enforcement efforts across jurisdictional boundaries to improve student transportation safety, enhance roadway safety, and provide a legally compliant framework for automated enforcement of violations involving motorists unlawfully passing stopped school buses.

Approval of this item will authorize the District to implement and operate the School Bus Infraction Detection System Program in accordance with Sections 23.1225 and 316.173, Florida Statutes.

LAW ENFORCEMENT MUTUAL AID AND INTERLOCAL AGREEMENT FOR SCHOOL BUS INFRACTION DETECTION SYSTEM ENFORCEMENT

This Mutual Aid and Interlocal Agreement ("Agreement") is entered into pursuant to Section 23.1225, Florida Statutes, by and between the Broward County Sheriff's Office ("BSO") and The School Board of Broward County, Florida, acting through the Broward County Public Schools Police Department ("BCPSPD") (collectively, the "Parties").

WHEREAS, Section 23.1225, Florida Statutes, authorizes law enforcement agencies to enter into voluntary cooperation agreements for the provision of mutual aid and the enforcement of laws across jurisdictional boundaries;

WHEREAS, the Parties recognize the need for coordinated traffic enforcement efforts to promote roadway safety, reduce traffic-related injuries and fatalities, and ensure consistent enforcement of the traffic laws of the State of Florida;

WHEREAS, the Parties desire to authorize sworn law enforcement personnel and Traffic Infraction Enforcement Officers (F.S. 316.640(5)) to exercise full law enforcement authority across jurisdictional lines for the enforcement of applicable traffic laws, including the issuance of uniform traffic citations;

WHEREAS, such mutual aid and cooperation will enhance operational efficiency, maximize the use of available law enforcement resources, and improve public safety outcomes within Broward County;

WHEREAS, the School Board desires to implement a school bus infraction detection system program for the purpose of enhancing student transportation safety and enforcing violations of Sections 316.172 and 316.173, Florida Statutes; and

WHEREAS, Section 316.173, Florida Statutes, authorizes school districts to implement school bus infraction detection systems and requires the district to enter into an agreement with one or more law enforcement agencies to establish enforcement responsibilities and reimbursement of costs associated with such systems; and

WHEREAS, BSO possesses jurisdictional authority over traffic enforcement within Broward County, Florida; and

WHEREAS, the Parties desire to establish a comprehensive and legally compliant framework governing enforcement, adjudication, data handling, reporting, and interagency coordination consistent with Florida law;

WHEREAS, nothing in this Agreement is intended to limit the inherent authority of sworn law enforcement officers to enforce the laws of the State of Florida, but rather to formally document and authorize the exercise of such authority across jurisdictional boundaries in accordance with Section 23.1225, Florida Statutes. This includes the provisions of F.S. 1006.12(2)(b) which states that *"[a] school safety officer has and shall exercise the power*

to make arrests for violations of law on district school board property or on property owned or leased by a charter school under a charter contract, as applicable, and to arrest persons, whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. A school safety officer has the authority to carry weapons when performing his or her official duties."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. PURPOSE AND NATURE OF ASSISTANCE

The purpose of this Agreement is to establish a voluntary cooperation written agreement for routine law enforcement assistance pursuant to Section 23.1225, Florida Statutes, whereby authorized personnel may exercise cross-jurisdictional authority within Broward County for the enforcement of applicable laws.

The nature of assistance provided under this Agreement shall include

(a) enforcement of violations of Sections 316.172 and 316.173, Florida Statutes, through a school bus infraction detection system program;

(b) issuance of uniform traffic citations, warnings, and notices of violation;

Authorized personnel acting pursuant to this Agreement shall have the same powers, duties, rights, and immunities as if acting within their employing jurisdiction, consistent with Florida law.

SECTION 2. PROCEDURES FOR AUTHORIZATION, OPERATION AND GEOGRAPHIC SCOPE

This Agreement shall constitute standing authorization for the provision of assistance without the necessity of case-by-case requests. However, program implementation and operational deployment shall be conditioned upon the School Board's certification that all statutory prerequisites, including system compliance, required signage, and public awareness measures, have been satisfied. BCPSPD shall maintain records of all enforcement actions undertaken pursuant to this Agreement and shall make such records available to BSO upon reasonable request. The Parties agree that assistance may be suspended, curtailed, or modified upon written notice in the event of equipment malfunction, legal noncompliance, public safety concerns, or material breach of this Agreement, and that each Party retains discretion regarding the extent and continuation of its participation.

Sworn law enforcement officers acting pursuant to this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing their duties within their employing jurisdiction, consistent with Section 23.1225, Florida Statutes.

The authority granted under this Agreement shall apply within the geographic boundaries of Broward County, Florida, and any jurisdictional areas in which the Parties are authorized to operate pursuant to law.

SECTION 3. GENERAL TRAFFIC ENFORCEMENT AUTHORITY

Authorized personnel acting pursuant to this Agreement may enforce applicable traffic laws within the participating jurisdictions, as provided in Florida Statutes 316.172 and 316.173.

All enforcement actions shall be conducted in accordance with applicable law and agency policies. This Agreement constitutes standing authorization for such enforcement across jurisdictional boundaries consistent with Section 23.1225, Florida Statutes.

SECTION 4. COMMAND AND SUPERVISORY RESPONSIBILITY

BCPSPD personnel acting pursuant to this Agreement shall remain under the command and control of BCPSPD for purposes of administrative enforcement of school bus stop-arm violations; however, BSO shall retain primary operational authority over general law enforcement activities within its jurisdiction.

SECTION 5. LIABILITY, WORKERS' COMPENSATION, AND PROPERTY RESPONSIBILITY

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents and shall retain all applicable sovereign immunity protections and limitations of liability under Florida law. Each Party shall be solely responsible for providing workers' compensation coverage for its employees and for any injuries sustained in the course of their employment. Each Party shall bear responsibility for damage to its own equipment and property used in connection with this Agreement. Nothing herein shall be construed as creating a duty to indemnify another Party beyond that permitted by law, nor shall this Agreement be deemed to waive any defenses or immunities available under Florida law.

SECTION 6. COMPENSATION AND REIMBURSEMENT

The Parties agree that, unless otherwise expressly provided in a written amendment to this Agreement, no compensation shall be owed by one Party to another for services rendered pursuant to this Agreement. The School Board shall be solely responsible for all costs associated with the implementation and operation of the school bus infraction detection system program, including but not limited to vendor services, administrative processing, mailing of notices and citations, evidentiary handling, and administrative hearing costs. Civil penalties collected under Section 316.173 and Section 318.18(5), Florida Statutes, shall be distributed as required by statute and contractual obligations, . In the event the Parties agree to reimbursement for specific services, such reimbursement

shall be documented in a written amendment specifying the nature of services, rates, invoicing procedures, and payment terms.

SECTION 7. VIOLATION PROCESSING AND ENFORCEMENT PROCEDURES

Enforcement actions related to school bus infraction detection systems shall specifically comply with Section 316.173, Florida Statutes. Recorded violations shall be transmitted to the appropriate law enforcement personnel within the statutorily prescribed time period, and a sworn law enforcement officer shall review such evidence to determine whether a violation has occurred. Upon a determination that a violation has occurred, a notice of violation shall be issued by first-class mail within the time required by law and shall contain all statutorily required information, including the date, time, and location of the violation, the amount of the civil penalty, instructions for payment, and information regarding the right to contest the violation. The registered owner shall be afforded a period of sixty (60) days to respond by payment, request for hearing, or submission of an affidavit. In the event of noncompliance within the prescribed period, a uniform traffic citation shall be issued, transmitted by certified mail, and filed with the Clerk of Court in accordance with Chapter 318, Florida Statutes.

SECTION 8. AFFIDAVITS, REASSIGNMENT, AND ENFORCEMENT CONTINUITY

The agency issuing the citation shall implement procedures consistent with Section 316.173 governing affidavits submitted by registered owners asserting that another individual had care, custody, or control of the vehicle or otherwise establishing a statutory defense. Upon receipt of a valid affidavit within the required timeframe, the issuing agency shall take appropriate action, including dismissal where required by law or issuance of a notice of violation to the identified individual within the statutorily prescribed period. Procedures shall also be established by the issuing agency for handling denials, re-notification, and referral of false affidavits for enforcement in accordance with applicable law.

SECTION 9. ADMINISTRATIVE HEARINGS

Administrative hearings related to notices of violation issued pursuant to this Agreement shall be conducted through the Florida Division of Administrative Hearings ("DOAH") pursuant to a separate contractual arrangement between the School Board and DOAH. DOAH shall be responsible for maintaining the hearing docket, scheduling proceedings, and issuing orders consistent with applicable law. All hearings shall be conducted in accordance with the requirements of Section 316.173, including the application of a preponderance of the evidence standard and the provision of due process protections. All costs associated with administrative hearings shall be borne solely by the School Board. Appeals from final administrative orders shall be conducted in accordance with applicable law.

SECTION 10. UNIFORM TRAFFIC CITATIONS AND CLERK OF COURT

Citations issued pursuant to this Agreement shall be filed and prosecuted in the appropriate court having jurisdiction over the location where the violation occurred. Officers issuing citations shall comply with all applicable court procedures and requirements.

Uniform Traffic Citations issued pursuant to this Agreement shall be processed in accordance with Chapter 318, Florida Statutes, and shall be filed with the Clerk of Court for Broward County. The Clerk of Court shall perform all statutory functions associated with the processing, docketing, and disposition of such citations, and nothing in this Agreement shall be construed to alter or limit the duties of the Clerk.

SECTION 11. DATA GOVERNANCE, PRIVACY, AND RECORDS MANAGEMENT

All data, images, and recordings obtained through the school bus infraction detection system shall be used solely for traffic enforcement under Section 316.173 and, as expressly permitted by Section 316.173., Florida Statutes, for purposes of determining criminal or civil liability for incidents captured by the system incidental to such permissible use. Such data shall not be used for remote or general surveillance or unrelated purposes. The issuing agency shall ensure that personally identifiable information is obscured or redacted to the extent practicable and that access to such data is restricted to authorized personnel. All records shall be retained and destroyed by the issuing agency in accordance with statutory requirements, including the destruction of recordings within ninety (90) days following final disposition of the associated enforcement action. The issuing agency shall require that all vendors provide annual written certification confirming compliance with destruction requirements. The issuing agency shall ensure that motor vehicle owner information obtained in connection with the program is not be treated as vendor property and shall be used solely for authorized enforcement purposes. The issuing agency shall comply with Chapter 119, Florida Statutes, and shall coordinate responses to public records requests involving shared data.

SECTION 12. EVIDENCE HANDLING AND CHAIN OF CUSTODY

The issuing agency shall establish and maintain procedures to ensure the integrity, authentication, and traceability of all evidence used in enforcement actions, including secure transmission, logging, storage, and retrieval of video and photographic records. Sworn law enforcement officers shall certify their review of evidence prior to issuance of notices or citations, and records shall be maintained to establish a chain of custody for evidentiary purposes.

SECTION 13. PROGRAM IMPLEMENTATION REQUIREMENTS

The School Board shall be responsible for ensuring compliance with all statutory prerequisites for program implementation, including the installation of required signage on school buses and the completion of a public awareness campaign of not less than thirty (30) days prior to the issuance of civil penalties, during which only warnings shall be issued.

SECTION 14. COORDINATION WITH OFFICER-INITIATED ENFORCEMENT

The issuing agency shall implement procedures to ensure that automated enforcement under this Agreement does not duplicate or conflict with citations issued by law enforcement officers in the field. In circumstances in which a law enforcement officer issues a citation for the same violation at the time of the occurrence, automated enforcement shall not proceed.

Nothing in this section shall be construed to limit or restrict an officer's independent authority to initiate traffic enforcement actions, including the issuance of uniform traffic citations, outside of automated enforcement systems.

SECTION 15. REPORTING AND RECORD RETENTION

The School Board shall be responsible for compiling and submitting all reports required by Section 316.173, including quarterly reports to the appropriate state agency, and shall maintain all required records for a minimum of two (2) years. BSO shall cooperate in providing information necessary to complete such reports.

SECTION 16. TERM, TERMINATION, AND SUSPENSION

This Agreement shall become effective upon execution by all Parties ("Effective Date").

The term of this Agreement shall be for a period of five (5) years from the Effective Date and shall automatically renew for an additional two (2) years unless terminated by either party.

Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party. Either Party may immediately suspend or terminate participation in the event of legal noncompliance, or public safety concerns.

Termination of this Agreement shall not affect any enforcement actions initiated prior to the effective date of termination, and such actions shall proceed to final disposition in accordance with applicable law.

SECTION 17. NOTICE

All notices, requests, demands, and other communications required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by a nationally recognized overnight delivery service, sent by certified or registered mail (return receipt requested), or sent by electronic mail with confirmation of receipt, to the Parties at the addresses set forth below, or to such other address as a Party may designate by Notice given in accordance with this section.

AS TO THE BOARD:

Dr. Howard Hepburn, Superintendent
Broward County Public Schools
600 SE Third Ave
Ft. Lauderdale, Florida 33301
Phone: 754-321-2600 Fax: 754-321-2701

WITH COPY TO:

Kevin Nosowicz, Chief of Police
Broward County Public Schools Police Department
600 SE Third Ave
Ft. Lauderdale, Florida 33301
Phone: 754-321-2600 Fax: 754-321-2701

General Counsel
Broward County Public Schools
600 SE Third Ave
Ft. Lauderdale, Florida 33301
Phone: 754-321-2600 Fax: 754-321-2701

AS TO THE BROWARD COUNTY SHERIFF'S OFFICE:

Sheriff Dr. Gregory Tony
Broward Sheriff's Office
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

Terrence Lynch, General Counsel
Broward Sheriff's Office
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

SECTION 18. DISPUTE RESOLUTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising hereunder shall lie exclusively in Broward County, Florida. The Parties shall make good faith efforts to resolve disputes prior to initiating litigation.

SECTION 19. FILING AND EXECUTION

This Agreement shall be executed by the authorized chief executive officers of the Parties and shall be filed with the Florida Department of Law Enforcement within fourteen (14) days of execution in accordance with Section 23.1225, Florida Statutes.

SECTION 20. SEVERABILITY AND ENTIRE AGREEMENT

If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sara Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Kathy Dupuy-Bruno
General Counsel

FOR BSO:

BROWARD SHERIFF'S OFFICE
BROWARD COUNTY, FLORIDA

Signed by:
By: Undersheriff Steve Robson SR for GT
4F013AD80F1C461...
Dr. Gregory Tony, Sheriff

Date: 5/29/2026 | 10:19 AM EDT

Approved as to Form and Legal Content:

DocuSigned by:
Terrence Lynch
84C9E594DDEB4B3...
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Initial
HLF

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

Agenda Item Number:	F-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Surplus of Tangible Personal Property for the Period Ended April 30, 2026

REQUESTED ACTION:

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

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Surplus Report April 2026

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Carlos Gomez	Phone:	754-321-2270

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 12, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Surplus of Tangible Personal Property for the Period Ended April 30, 2026

Board Meeting Date: June 9, 2026

Requested Action: Approve the Surplus of Tangible Personal Property for the Period Ended April 30, 2026.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 3024: Property Accountability and Responsibility.
Statutory Requirement	• Florida Statute 274.07.
If the School Board votes "Yes"	• The District will be following statutory requirements per Florida Statute 274.07.
If the School Board votes "No"	• The District will continue to carry obsolete Tangible Personal Property in the District's financial records and the District will be out of compliance with statutory requirements per Florida Statute 274.07.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations.
Measurable Outcome(s)/Return on Investment	• There is no Return on Investment since these items have zero and/or minimal book value and in most cases exceeded their useful life. Per Florida Statute 274.07, proper and timely disposition of the District's surplus of Tangible Personal Property is required.

Background/History

The surpluses of tangible personal property shall be submitted to the Board pursuant to Florida Statute 274.07, which requires "the disposal of property shall be recorded in the minutes of the governmental unit." This item includes a Surplus of Tangible Personal Property for the period ended April 30, 2026, with a net book value of $26,045.69. The net book value is an accounting term used to describe the cost of an asset, less accumulated depreciation, or amortization. Items recommended for a surplus are reviewed and approved by the Surplus Committee. All items will be disposed of as prescribed by law.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:

- There is no financial impact to the District.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY26	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Surplus Report is attached.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : April 30th, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
18-04305	440000229215	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ07281L	1	6/30/2018	1,153.00	044A	9806	4/30/2026	T	8	5	(1,153.00)	-
18-03642	440000228581	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP BDL	R90Q26UJ	1	4/26/2018	1,740.00	044A	9806	4/30/2026	T	8	5	(1,740.00)	-
18-03973	440000228901	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ06P8KZ	1	5/15/2018	1,153.00	044A	9803	4/30/2026	T	8	5	(1,153.00)	-
18-03974	440000228902	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP BDL	R90Q68TQ	1	5/15/2018	1,730.00	044A	9803	4/30/2026	T	8	5	(1,730.00)	-
18-03964	440000228892	LENOVO THINKPAD P51, LAPTOP	PF0T1FQ9	1	5/22/2018	1,910.00	044A	9803	4/30/2026	T	8	5	(1,910.00)	-
17-01424	440000201102	LENOVO X1 YOGA TOUCH	R90LRN1D	1	12/6/2016	1,335.00	044A	9803	4/30/2026	G	9	5	(1,335.00)	-
18-03965	440000228893	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP	R90QJ5HH	1	5/22/2018	1,360.00	044A	9820	4/30/2026	T	8	5	(1,360.00)	-
20-04100	440000242299	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XDQFE	1	5/6/2020	864.50	044A	9820	4/30/2026	G	6	5	(864.50)	-
13-01803	440000066520	Dell Optiplex 7010	G3PLWV1	1	10/31/2012	1,098.51	044A	9863	4/30/2026	T	13	5	(1,098.51)	-
15-00406	440000086287	LENOVO THINKSTATION E32	MJ010B40	1	7/22/2014	1,131.00	044A	9863	4/30/2026	T	12	5	(1,131.00)	-
15-00407	440000086289	LENOVO THINKSTATION E32	MJ010B42	1	7/22/2014	1,131.00	044A	9863	4/30/2026	T	12	5	(1,131.00)	-
15-03656	440000092005	LENOVO THINKSTATION P300 TOWER	MJ01CMY3	1	2/9/2015	1,139.00	044A	9863	4/30/2026	T	11	5	(1,139.00)	-
17-02392	440000219213	MMGG2LL/A-MacBk air 13-inch 1.6GHz dual-core	C1MT749GH3QF	1	4/25/2017	1,332.00	044A	9863	4/30/2026	G	9	5	(1,332.00)	-
18-03462	440000228455	15 Macbook Pro Part # ZOUB	C02WJ091HTDD	1	4/23/2018	2,519.00	044A	9863	4/30/2026	T	8	5	(2,519.00)	-
18-03463	440000228456	15 Macbook Pro Part # ZOUB	C02WJ08YHTDD	1	4/23/2018	2,519.00	044A	9863	4/30/2026	T	8	5	(2,519.00)	-
20-06702	440000244901	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXYB	1	5/5/2020	622.50	044A	9863	4/30/2026	G	6	5	(622.50)	-
17-01676	440000206580	LENOVO THINKPAID P50 DOCKING SOL	PC0FPUA9	1	1/12/2017	2,315.00	044A	9863	4/30/2026	G	9	5	(2,315.00)	-
19-01951	440000232712	LENOVO THINKPAD P51, LAPTOP	PF1GCXP5	1	1/25/2019	1,910.00	044A	9863	4/30/2026	T	7	5	(1,910.00)	-
18-03951	440000228879	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP BDL	R90Q68TD	1	5/31/2018	1,730.00	044A	9863	4/30/2026	T	8	5	(1,730.00)	-
18-03958	440000228886	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP BDL	R90Q68TE	1	5/31/2018	1,730.00	044A	9863	4/30/2026	T	8	5	(1,730.00)	-
15-02610	440000090108	LENOVO THINKSTATION E32	MJ01CMY0	1	10/10/2014	1,131.00	044A	3751	4/30/2026	T	12	5	(1,131.00)	-
15-02611	440000090110	LENOVO THINKSTATION E32	MJ01DM84	1	10/10/2014	1,131.00	044A	3751	4/30/2026	T	12	5	(1,131.00)	-
S17043315	440000213694	LENOVO M700 SFF DESKTOP	MJ04KELF	1	2/24/2017	634.00	044D	3751	4/30/2026	G	9	5	(634.00)	-
S17043316	440000213695	LENOVO M700 SFF DESKTOP	MJ04KEL8	1	2/24/2017	634.00	044D	3751	4/30/2026	G	9	5	(634.00)	-
S17043317	440000213696	LENOVO M700 SFF DESKTOP	MJ04KEJH	1	2/24/2017	634.00	044D	3751	4/30/2026	G	9	5	(634.00)	-
S18-04568	440000224738	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA0A	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04569	440000224739	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA0Z	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04570	440000224740	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA1B	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04571	440000224741	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA1R	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04572	440000224742	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA24	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04573	440000224743	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA0H	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04574	440000224744	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA02	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04575	440000224745	LENOVO THINKCENTRE M710Q TINY, BUNDLE	MJ05EA0B	1	8/24/2017	529.00	044D	3751	4/30/2026	G	9	5	(529.00)	-
S18-04576	440000224746	LENOVO THINKCENTRE M710S SFF, BUNDLE	MJ05CFBE	1	8/24/2017	599.00	044D	3751	4/30/2026	G	9	5	(599.00)	-
15-05013	440000094507	APPLE MACBOOK PRO 13	C02PL4NUFVH7	1	5/19/2015	1,882.00	044A	3751	4/30/2026	T	11	5	(1,882.00)	-
S17035552	440000205942	APPLE MACBOOK PRO 13	C02SQ7DBFVH3	1	1/19/2017	1,382.00	044B	3751	4/30/2026	G	9	5	(1,382.00)	-
06-10171	560000001670	PROJECTOR CLASSROOM FOR A CART	GDQG570460F	1	2/17/2006	2,221.00	056A	3751	4/30/2026	T	20	6	(2,221.00)	-
S17066582	560000002991	PROJECTOR, EPSON 3LCD 3000 LUMENS	VTAK7202001	1	6/6/2017	523.00	056D1	3751	4/30/2026	G	9	6	(523.00)	-
S17066583	560000002992	PROJECTOR, EPSON 3LCD 3000 LUMENS	VTAK7202008	1	6/6/2017	523.00	056D1	3751	4/30/2026	G	9	6	(523.00)	-
S17066584	560000002993	PROJECTOR, EPSON 3LCD 3000 LUMENS	VTAK7202034	1	6/6/2017	523.00	056D1	3751	4/30/2026	G	9	6	(523.00)	-
S17066585	560000002994	PROJECTOR, EPSON 3LCD 3000 LUMENS	VTAK7202055	1	6/6/2017	523.00	056D1	3751	4/30/2026	G	9	6	(523.00)	-
S17066593	560000003002	PROJECTOR, EPSON 3LCD 3000 LUMENS	VTAK7304732	1	6/6/2017	523.00	056D1	3751	4/30/2026	G	9	6	(523.00)	-
16-02474	440000100542	SERVER, POWEREDGE R220	9V4P382	1	2/17/2016	1,863.93	044A	3751	4/30/2026	T	10	5	(1,863.93)	-
R10-82499	130000006559	Ice Machine, Hoshizaki KM-650	U13589D	1	8/28/2009	3,062.00	013A	2831	4/30/2026	G	17	7	(3,062.00)	-
S17063051	400000018951	TUBA 4/4 ROTARY	022186	1	6/5/2017	6,524.13	040B1	2751	4/30/2026	G	9	5	(6,524.13)	-
S17063052	400000018952	TUBA 4/4 ROTARY	022177	1	6/5/2017	6,524.13	040B1	2751	4/30/2026	G	9	5	(6,524.13)	-
94-21179	400000004519	TUBA YAMAHA LACQUER/BRASS YBB321S	101950	1	1/22/1993	2,099.00	040A	2751	4/30/2026	G	33	5	(2,099.00)	-
94-21182	400000004522	TUBA YAMAHA LACQUER/BRASS YBB321S	101979	1	1/22/1993	2,099.00	040A	2751	4/30/2026	G	33	5	(2,099.00)	-
S17063038	400000018938	SOUSAPHONE	505011	1	6/5/2017	5,256.47	040B1	2751	4/30/2026	G	9	5	(5,256.47)	-
92-11672	400000004150	OUTFIT SAXAPHONE YAMAHA TENOR YTS-62	027071	1	10/18/1991	1,588.00	040A	2751	4/30/2026	G	35	5	(1,588.00)	-
08-08126	400000001745	KING MELLOPHONE	152974	1	2/11/2008	1,070.67	040A	2751	4/30/2026	T	18	5	(1,070.67)	-
08-08125	400000001744	KING MELLOPHONE	153013	1	2/11/2008	1,070.67	040A	2751	4/30/2026	T	18	5	(1,070.67)	-
01-80857	400000000201	BASS, STRING ROTH	7172350	1	3/16/2001	2,981.20	040A	2751	4/30/2026	T	25	5	(2,981.20)	-
03-81489	400000000760	BASS, STRING SCHERL & ROTH	H16281	1	12/12/2002	3,103.00	040A	2751	4/30/2026	T	23	5	(3,103.00)	-
01-05195	220000000014	MONITOR, IKEGAMI 14" COLOR	005098	1	9/5/2000	5,734.00	022A	9870	4/30/2026	G	26	10	(5,734.00)	-
01-05196	220000000015	MONITOR, IKEGAMI 14" COLOR	005089	1	9/5/2000	5,734.00	022A	9870	4/30/2026	G	26	10	(5,734.00)	-
01-11785	220000000018	MONITOR, IKEGAMI	000050	1	11/8/2000	5,828.00	022A	9870	4/30/2026	G	25	10	(5,828.00)	-
01-11788	220000000019	MONITOR, IKEGAMI	000052	1	11/8/2000	5,828.00	022A	9870	4/30/2026	G	25	10	(5,828.00)	-
01-11790	220000000021	MONITOR, IKEGAMI	000046	1	11/8/2000	5,828.00	022A	9870	4/30/2026	G	25	10	(5,828.00)	-
02-16960	220000000050	SYSTEM, GRAPHICS CHYRON DUET	ZAA0189402	1	6/19/2002	17,711.00	022A	9870	4/30/2026	T	24	10	(17,711.00)	-
A02-16961	460000005211	SCANNER, AMPEX RBLT	RM1269	1	6/7/2002	3,800.00	046A	9870	4/30/2026	T	24	7	(3,800.00)	-
02-81185	220000000063	KIT, INPUT DIGITAL DK-173	98700043	1	2/14/2002	1,457.00	022A	9870	4/30/2026	T	24	10	(1,457.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : April 30th, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
02-81195	220000000071	MONITOR, COLOR 20 INCH IKEGAMI	005977	1	2/14/2002	2,650.80	022A	9870	4/30/2026	T	24	10	(2,650.80)	-
05-82628	400000002431	CHYRON STYLE KEYBOARD	YAA1263A04	1	1/24/2005	2,250.00	040A	9870	4/30/2026	T	21	5	(2,250.00)	-
13-01215	110000005699	Link Phone-Intercom Interface (2001-0003	130CY3216	1	8/30/2012	2,056.32	011A	9870	4/30/2026	T	14	7	(2,056.32)	-
R15-80431	440000206797	AUDIOVAULT SERVER, BROADCAST ELECTRONICS	1525859	1	1/30/2015	3,948.37	044A	9870	4/30/2026	G	11	5	(3,948.37)	-
R15-80432	440000206798	AUDIOVAULT SERVER, BROADCAST ELECTRONICS	1525860	1	1/30/2015	3,948.37	044A	9870	4/30/2026	G	11	5	(3,948.37)	-
R15-80433	440000206799	AUDIOVAULT SERVER, BROADCAST ELECTRONICS	1525861	1	1/30/2015	3,948.37	044A	9870	4/30/2026	G	11	5	(3,948.37)	-
R15-80434	440000206800	AUDIOVAULT SERVER, BROADCAST ELECTRONICS	1525862	1	1/30/2015	3,948.37	044A	9870	4/30/2026	G	11	5	(3,948.37)	-
R15-80435	440000206801	AUDIOVAULT SERVER, BROADCAST ELECTRONICS	1525863	1	1/30/2015	3,948.40	044A	9870	4/30/2026	G	11	5	(3,948.40)	-
16-00675	220000000511	DATAVIDEO HD/SD-SDI INPUTS	00426207	1	8/26/2015	3,549.00	022A	9870	4/30/2026	T	11	10	(3,549.00)	-
R05-87383	100000001351	Ikegami TM15-70R 15 CRT Monitor	00089E	1	2/1/2005	2,300.00	010A	9870	4/30/2026	G	21	7	(2,300.00)	-
R15-80430	440000206796	AUDIOVAULT SERVER, BROADCAST ELECTRONICS	1525858	1	1/30/2015	3,948.37	044A	9870	4/30/2026	G	11	5	(3,948.37)	-
16-01717	440000099348	THINK PAD W541,INTEL I7-4910MQ	R90HL713	1	11/9/2015	2,218.00	044A	9870	4/30/2026	T	10	5	(2,218.00)	-
16-03911	440000102883	THINK STATION P500, INTEL E5-2650 V3	MJ03XKM7	1	6/27/2016	4,900.00	044A	9870	4/30/2026	T	10	5	(4,900.00)	-
17-04670	440000221823	LENOVO THINK CENTRE M900 3.40GHZ	MJ05G5BR	1	6/30/2017	1,497.00	044A	9870	4/30/2026	G	9	5	(1,497.00)	-
20-00192	440000234709	Cisco WebEX Room Kit-SMP	FOC2316NWFH	1	8/19/2019	9,940.00	044A	9870	4/30/2026	G	7	5	(9,940.00)	-
20-01451	440000238957	LENOVO THINKPAD L390 YOGA i7 BUNDLE	R90WDFXP	1	1/24/2020	910.00	044A	9870	4/30/2026	G	6	5	(910.00)	-
20-01453	440000238959	LENOVO THINKPAD L390 YOGA i7 BUNDLE	R90WDFXY	1	1/24/2020	910.00	044A	9870	4/30/2026	G	6	5	(910.00)	-
20-01458	440000238964	LENOVO THINKPAD L390 YOGA i7 BUNDLE	R90WDFZ7	1	1/24/2020	910.00	044A	9870	4/30/2026	G	6	5	(910.00)	-
03-09624	580000000135	PLAYER, DVD SONY	14112	1	10/21/2002	2,206.68	058A	9870	4/30/2026	T	24	7	(2,206.68)	-
03-09625	580000000136	PLAYER, DVD SONY	14101	1	10/21/2002	2,206.68	058A	9870	4/30/2026	T	24	7	(2,206.68)	-
16-00189	440000096976	APPLE IMAC 27"	C02PX06ZF8J9	1	7/21/2015	1,699.00	044A	9870	4/30/2026	T	11	5	(1,699.00)	-
R15-80361	440000064690	COMPUTER, MACBOOK PRO 15" 28GHZ	C02NW2DBG3QP	1	12/26/2014	2,958.00	044A	9870	4/30/2026	T	11	5	(2,958.00)	-
02-81180	220000000058	KIT, CONVERSION FUJINON MS-01	98700076	1	2/14/2002	1,645.00	022A	9870	4/30/2026	T	24	10	(1,645.00)	-
02-81181	220000000059	KIT, CONVERSION FUJINON MS-01	98700039	1	2/14/2002	1,645.00	022A	9870	4/30/2026	T	24	10	(1,645.00)	-
02-81182	220000000060	KIT, CONVERSION FUJINON MS-01	98700040	1	2/14/2002	1,645.00	022A	9870	4/30/2026	T	24	10	(1,645.00)	-
02-81183	220000000061	KIT, CONVERSION FUJINON MS-01	98700041	1	2/14/2002	1,645.00	022A	9870	4/30/2026	T	24	10	(1,645.00)	-
A08-83885	100000000600	IKEGAMI HL-65W	AA45263E	1	3/27/2008	39,998.00	010A	9870	4/30/2026	T	18	7	(39,998.00)	-
A08-83886	100000000601	IKEGAMI HL-65W	AA45264E	1	3/27/2008	39,998.00	010A	9870	4/30/2026	T	18	7	(39,998.00)	-
A08-83887	100000000602	IKEGAMI HL-65W	AA45267E	1	3/27/2008	39,998.00	010A	9870	4/30/2026	T	18	7	(39,998.00)	-
A08-83888	100000000603	IKEGAMI HL-65W	AA45270E	1	3/27/2008	39,998.00	010A	9870	4/30/2026	T	18	7	(39,998.00)	-
07-82417	150000000029	20'H 21' BLACK BORDERS	98550002	1	6/18/2007	3,000.00	015A	9870	4/30/2026	T	19	7	(3,000.00)	-
07-82418	150000000030	20'H 21' BLACK BORDERS	98550003	1	6/18/2007	3,000.00	015A	9870	4/30/2026	T	19	7	(3,000.00)	-
21-23186	440000275329	ThinkPad L14 Gen1 20U2S0NF00	PF1ST385	1	10/1/2020	478.50	044A	3121	4/30/2026	G	6	5	(478.50)	-
21-28753	440000280896	ThinkPad L14 Gen1 20U2S0NE00	PF1T8RXE	1	10/1/2020	503.50	044A	3121	4/30/2026	G	6	5	(503.50)	-
20-04307	440000242506	LENOVO 100E (1A CELERON NON-TOUCH)	P207N797	1	5/5/2020	207.50	044A	9724	4/30/2026	G	6	5	(207.50)	-
05-30046	090000000145	MOWER,LAWN,RIDING,HI-VAC REAR ENGINE, 33	41083565	1	8/25/2004	1,498.00	009A	1241	4/30/2026	T	22	10	(1,498.00)	-
998102744	090000000720	MOWER, LAWN POWER HEAVY DUTY JOHN DEERE	TC0757B023858	1	8/4/2003	6,675.00	009A	1241	4/30/2026	T	23	10	(6,675.00)	-
998102745	090000000721	MOWER, JOHNDEERE Z-TRAK LAWN	TC0757B023856	1	8/4/2003	6,675.00	009A	1241	4/30/2026	T	23	10	(6,675.00)	-
998104806	090000000772	LAWN MOWERS POWER HEAVY DUTY ROTARY TYPE	TC1435D060518	1	1/3/2007	13,695.00	009A	1241	4/30/2026	T	19	10	(13,695.00)	-
08-82943	090000000321	GOLF CART, EZ-GO	2225062	1	9/5/2007	1,995.00	009A	1711	4/30/2026	T	19	10	(1,995.00)	-
08-82945	090000000323	GOLF CART, EZ-GO	2263325	1	6/20/2008	1,995.00	009A	1711	4/30/2026	T	18	10	(1,995.00)	-
997103580	190000001312	2005 CHEVROLET, EXPRESS CARGO	5B4KP42U653409840	1	8/22/2005	38,646.80	019A	9604	4/30/2026	T	21	10	(38,646.80)	-
997103650	190000001378	2007 FORD NEW TAURUS	1FAFP53U57A186386	1	11/27/2006	12,153.00	019A	9816	4/30/2026	T	19	10	(12,153.00)	-
997103592	190000001324	2006 TAURUS SE 4-DOOR SEDAN	1FAFP53U06A191963	1	1/11/2006	12,153.00	019A	9816	4/30/2026	T	20	10	(12,153.00)	-
997103598	190000001330	2006 TAURUS SE 4-DOOR SEDAN	1FAFP53U16A191969	1	1/11/2006	12,153.00	019A	9816	4/30/2026	T	20	10	(12,153.00)	-
997103601	190000001333	2006 TAURUS SE 4-DOOR SEDAN	1FAFP53U16A191972	1	1/11/2006	12,153.00	019A	9816	4/30/2026	T	20	10	(12,153.00)	-
997103312	190000001088	TRUCK FLATBED 20 FT FORD 2002	3FDXF75522MA03925	1	10/29/2001	61,979.00	019A	9608	4/30/2026	G	25	10	(61,979.00)	-
21-62340	440000314405	LENOVO 300E (1B CELERON TOUCH)	R911L6T6	1	4/6/2021	237.50	044A	1251	4/30/2026	G	5	5	(237.50)	-
21-62377	440000314442	LENOVO 300E (1B CELERON TOUCH)	R911L6VK	1	4/6/2021	237.50	044A	1251	4/30/2026	G	5	5	(237.50)	-
21-07618	440000259657	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4FC	1	8/25/2020	622.50	044A	1791	4/30/2026	G	6	5	(622.50)	-
07-11418	440000006487	PRINTER LEXMARK T640N B/W LASER 2 DRAWERS	7916TVR	1	4/17/2007	1,384.00	044A	9807	4/30/2026	T	19	5	(1,384.00)	-
03-19437	140000000445	SCRUBBER, RIDE-ON ADVANCE NIFISK	1659255	1	5/6/2003	8,200.00	014A	0811	4/30/2026	T	23	7	(8,200.00)	-
06-14291	140000001581	SYSTEM,VAPOR STEAM CLEANING BLITZ2 PORATBLE	0509004243	1	6/23/2006	1,352.70	014A	0811	4/30/2026	T	20	7	(1,352.70)	-
93-12881	140000002290	CLEANER,PRESSURE DUZ-IT-ALL MODEL520 ALADIN	37148	1	3/13/1992	1,549.00	014A	0811	4/30/2026	G	34	7	(1,549.00)	-
18-01960	110000011573	Recordex SimplicityTouch 70in HD interac	ST-700-009947	1	10/25/2017	4,498.00	011A	1091	4/30/2026	G	9	7	(4,498.00)	-
20-05636	440000243835	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHM6	1	5/5/2020	463.50	044A	1091	4/30/2026	G	6	5	(463.50)	-
20-07883	440000246082	LENOVO 300E (1B CELERON TOUCH)	P207YWN4	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07884	440000246083	LENOVO 300E (1B CELERON TOUCH)	P207YWN8	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07885	440000246084	LENOVO 300E (1B CELERON TOUCH)	P207YWNB	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07887	440000246086	LENOVO 300E (1B CELERON TOUCH)	P207YWPV	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07888	440000246087	LENOVO 300E (1B CELERON TOUCH)	P207YWPW	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07889	440000246088	LENOVO 300E (1B CELERON TOUCH)	P207YWPZ	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-

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20-07891	440000246090	LENOVO 300E (1B CELERON TOUCH)	P207YWQA	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07892	440000246091	LENOVO 300E (1B CELERON TOUCH)	P207YWQW	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07893	440000246092	LENOVO 300E (1B CELERON TOUCH)	P207YWRD	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07894	440000246093	LENOVO 300E (1B CELERON TOUCH)	P207YWRH	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07896	440000246095	LENOVO 300E (1B CELERON TOUCH)	P207YWRN	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07897	440000246096	LENOVO 300E (1B CELERON TOUCH)	P207YWV7	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07898	440000246097	LENOVO 300E (1B CELERON TOUCH)	P207YWV9	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07899	440000246098	LENOVO 300E (1B CELERON TOUCH)	P207YWVF	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07900	440000246099	LENOVO 300E (1B CELERON TOUCH)	P207YWVM	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07901	440000246100	LENOVO 300E (1B CELERON TOUCH)	P207YWW4	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07902	440000246101	LENOVO 300E (1B CELERON TOUCH)	P207YWWN	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07903	440000246102	LENOVO 300E (1B CELERON TOUCH)	P207YWWT	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07904	440000246103	LENOVO 300E (1B CELERON TOUCH)	P207YWWV	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07905	440000246104	LENOVO 300E (1B CELERON TOUCH)	P207YWWX	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07909	440000246108	LENOVO 300E (1B CELERON TOUCH)	P207YX0V	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07911	440000246110	LENOVO 300E (1B CELERON TOUCH)	P207YD4G	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07914	440000246113	LENOVO 300E (1B CELERON TOUCH)	P207YVEJ	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07915	440000246114	LENOVO 300E (1B CELERON TOUCH)	P207YVFM	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07918	440000246117	LENOVO 300E (1B CELERON TOUCH)	P207YVJ9	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07919	440000246118	LENOVO 300E (1B CELERON TOUCH)	P207YVJH	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07920	440000246119	LENOVO 300E (1B CELERON TOUCH)	P207YVJP	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07921	440000246120	LENOVO 300E (1B CELERON TOUCH)	P207YVK0	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07922	440000246121	LENOVO 300E (1B CELERON TOUCH)	P207YVK6	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07923	440000246122	LENOVO 300E (1B CELERON TOUCH)	P207YVLX	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07924	440000246123	LENOVO 300E (1B CELERON TOUCH)	P207YVMM	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07925	440000246124	LENOVO 300E (1B CELERON TOUCH)	P207YVN6	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07926	440000246125	LENOVO 300E (1B CELERON TOUCH)	P207YVNX	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07927	440000246126	LENOVO 300E (1B CELERON TOUCH)	P207YVQM	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07928	440000246127	LENOVO 300E (1B CELERON TOUCH)	P207YVR8	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07929	440000246128	LENOVO 300E (1B CELERON TOUCH)	P207YVRF	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07930	440000246129	LENOVO 300E (1B CELERON TOUCH)	P207YVS0	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07931	440000246130	LENOVO 300E (1B CELERON TOUCH)	P207YVT6	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07932	440000246131	LENOVO 300E (1B CELERON TOUCH)	P207YVTH	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07937	440000246136	LENOVO 300E (1B CELERON TOUCH)	P207YVYS	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07938	440000246137	LENOVO 300E (1B CELERON TOUCH)	P207YVYT	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07939	440000246138	LENOVO 300E (1B CELERON TOUCH)	P207YVZG	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07941	440000246140	LENOVO 300E (1B CELERON TOUCH)	P207YVZN	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07942	440000246141	LENOVO 300E (1B CELERON TOUCH)	P207YVZX	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07943	440000246142	LENOVO 300E (1B CELERON TOUCH)	P207YW12	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07944	440000246143	LENOVO 300E (1B CELERON TOUCH)	P207YW16	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07945	440000246144	LENOVO 300E (1B CELERON TOUCH)	P207YW1C	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07948	440000246147	LENOVO 300E (1B CELERON TOUCH)	P207YW1Z	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07949	440000246148	LENOVO 300E (1B CELERON TOUCH)	P207YW24	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07950	440000246149	LENOVO 300E (1B CELERON TOUCH)	P207YW27	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07951	440000246150	LENOVO 300E (1B CELERON TOUCH)	P207YW4G	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07952	440000246151	LENOVO 300E (1B CELERON TOUCH)	P207YW5S	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07955	440000246154	LENOVO 300E (1B CELERON TOUCH)	P2083G4Z	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07956	440000246155	LENOVO 300E (1B CELERON TOUCH)	P207YW9D	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07957	440000246156	LENOVO 300E (1B CELERON TOUCH)	P207YW9H	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07958	440000246157	LENOVO 300E (1B CELERON TOUCH)	P207YWG2	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07959	440000246158	LENOVO 300E (1B CELERON TOUCH)	P207YWGP	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07960	440000246159	LENOVO 300E (1B CELERON TOUCH)	P207YWGY	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07962	440000246161	LENOVO 300E (1B CELERON TOUCH)	P207YWHK	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07963	440000246162	LENOVO 300E (1B CELERON TOUCH)	P207YVXZ	1	5/6/2020	237.50	044A	1091	4/30/2026	G	6	5	(237.50)	-
20-07970	440000246169	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90Y27AE	1	5/6/2020	622.50	044A	1091	4/30/2026	G	6	5	(622.50)	-
20-07972	440000246171	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY1D	1	5/6/2020	622.50	044A	1091	4/30/2026	G	6	5	(622.50)	-
20-07974	440000246173	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90Y2NHK	1	5/6/2020	622.50	044A	1091	4/30/2026	G	6	5	(622.50)	-
20-07975	440000246174	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90Y2NGR	1	5/6/2020	622.50	044A	1091	4/30/2026	G	6	5	(622.50)	-
20-07978	440000246177	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XDQFF	1	5/6/2020	864.50	044A	1091	4/30/2026	G	6	5	(864.50)	-
20-11848	440000249957	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAGX	1	6/30/2020	463.50	044A	1091	4/30/2026	G	6	5	(463.50)	-
20-11973	440000250082	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA49	1	6/30/2020	463.50	044A	1091	4/30/2026	G	6	5	(463.50)	-
21-22977	440000275120	ThinkPad L14 Gen1 20U2S0NF00	PF1SSTL8	1	10/1/2020	478.50	044A	1091	4/30/2026	G	6	5	(478.50)	-

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21-23504	440000275647	ThinkPad L14 Gen1 20U2S0NF00	PF1STHM3	1	10/1/2020	478.50	044A	1091	4/30/2026	G	6	5	(478.50)	-
S18-14479	440000227776	Recordex SimplicityTouch w	ST-700-008496	1	3/24/2018	6,332.83	044B	1091	4/30/2026	G	8	5	(6,332.83)	-
S18-14485	440000227782	Recordex SimplicityTouch w	ST-700-008457	1	3/24/2018	6,332.83	044B	1091	4/30/2026	G	8	5	(6,332.83)	-
S20-13559	440000239149	LENOVO 300E 2ND GEN (TOUCH)	P2071B94	1	2/18/2020	239.00	044D	2721	4/30/2026	G	6	5	(239.00)	-
S20-13564	440000239154	LENOVO 300E 2ND GEN (TOUCH)	P2071BHZ	1	2/18/2020	239.00	044D	2721	4/30/2026	G	6	5	(239.00)	-
21-41240	440000292633	LENOVO 300E (1B CELERON TOUCH)	R9109B2M	1	12/14/2020	237.50	044A	2721	4/30/2026	G	5	5	(237.50)	-
21-41311	440000292704	LENOVO 300E (1B CELERON TOUCH)	R9109B1R	1	12/14/2020	237.50	044A	2721	4/30/2026	G	5	5	(237.50)	-
S21-02292	440000299369	LENOVO 100E (1A CELERON NON-TOUCH)	R910FKKG	1	3/23/2021	207.50	044D	2721	4/30/2026	G	5	5	(207.50)	-
05LL03197	440000149166	Lexmark Refresh Printer-T640n	7901H28	1	6/17/2005	1,099.66	044A	2721	4/30/2026	T	21	5	(1,099.66)	-
05LL03207	440000149187	Lexmark Refresh Printer-T640n	7901YG4	1	6/17/2005	1,099.66	044A	2721	4/30/2026	T	21	5	(1,099.66)	-
05LL03212	440000149200	Lexmark Refresh Printer-T640n	79020B0	1	6/17/2005	1,099.66	044A	2721	4/30/2026	T	21	5	(1,099.66)	-
05LL03214	440000149204	Lexmark Refresh Printer-T640n	790214K	1	6/17/2005	1,099.66	044A	2721	4/30/2026	T	21	5	(1,099.66)	-
05LL03215	440000149206	Lexmark Refresh Printer-T640n	79020B7	1	6/17/2005	1,099.66	044A	2721	4/30/2026	T	21	5	(1,099.66)	-
05LL03216	440000149208	Lexmark Refresh Printer-T640n	79020T9	1	6/17/2005	1,099.66	044A	2721	4/30/2026	T	21	5	(1,099.66)	-
05-36045	440000023578	PRINTER, LEXMARK T630N B/W LASER	991WYFD	1	11/9/2004	1,208.00	044A	2721	4/30/2026	T	21	5	(1,208.00)	-
05-36044	440000023576	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WYFB	1	11/9/2004	1,208.00	044A	2721	4/30/2026	T	21	5	(1,208.00)	-
05-36047	440000023582	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WYF4	1	11/9/2004	1,208.00	044A	2721	4/30/2026	T	21	5	(1,208.00)	-
05-36048	440000023584	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WYF6	1	11/9/2004	1,208.00	044A	2721	4/30/2026	T	21	5	(1,208.00)	-
05-36050	440000023588	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZ2P	1	11/9/2004	1,208.00	044A	2721	4/30/2026	T	21	5	(1,208.00)	-
05-36053	440000023594	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZ2Y	1	11/9/2004	1,208.00	044A	2721	4/30/2026	T	21	5	(1,208.00)	-
05-36057	440000023602	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZ36	1	11/9/2004	1,208.00	044A	2721	4/30/2026	T	21	5	(1,208.00)	-
05-40080	440000025645	PRINTER, LEXMARK T630N BLACK/WHITE LASER	99247TY	1	1/10/2005	1,205.00	044A	2721	4/30/2026	T	21	5	(1,205.00)	-
04-04203	440000009504	PRINTER, LEXMARK T630N B/W LASER	9912KNF	1	8/26/2003	1,208.00	044A	2721	4/30/2026	T	23	5	(1,208.00)	-
S16027058	440000107114	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120465	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027059	440000107115	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194558	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027060	440000107117	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194573	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027061	440000107118	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194762	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027062	440000107119	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194550	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027063	440000107120	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194554	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027064	440000107121	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194778	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027065	440000107122	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194376	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027066	440000107123	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194372	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027067	440000107124	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194374	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027068	440000107125	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194382	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027111	440000107171	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507060808	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027112	440000107172	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121440	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027113	440000107173	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121450	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027114	440000107174	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121452	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027115	440000107175	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121445	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027116	440000107176	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508073589	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027117	440000107177	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120470	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027118	440000107178	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121462	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027119	440000107179	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121463	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027120	440000107180	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194399	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027121	440000107181	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194384	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027122	440000107182	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194401	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027123	440000107183	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194403	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027124	440000107184	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120459	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027125	440000107185	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194532	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027126	440000107186	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194541	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027127	440000107187	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194798	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027128	440000107188	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194612	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027129	440000107189	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120453	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027130	440000107190	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120456	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027131	440000107191	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121043	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027132	440000107192	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120455	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027133	440000107193	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120485	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027134	440000107194	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507120458	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027135	440000107195	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507121030	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027136	440000107196	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194402	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027137	440000107197	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194386	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027138	440000107198	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194390	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : April 30th, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16027139	440000107199	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194398	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027140	440000107200	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194369	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027141	440000107201	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194441	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027142	440000107202	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194743	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027143	440000107203	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194429	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027144	440000107204	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194404	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027145	440000107205	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194443	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027146	440000107206	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194392	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027147	440000107207	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194465	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027148	440000107208	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194659	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027149	440000107209	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194417	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027150	440000107210	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194701	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027151	440000107211	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194439	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027152	440000107212	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508252217	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027153	440000107213	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509252219	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027154	440000107214	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509252192	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027155	440000107215	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194241	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027156	440000107216	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508073231	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027157	440000107217	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508073503	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027158	440000107218	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194367	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027159	440000107219	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194391	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027160	440000107220	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194373	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027161	440000107221	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194380	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027162	440000107222	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194397	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16027163	440000107223	INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194379	1	12/22/2015	566.17	044D	2721	4/30/2026	T	10	5	(566.17)	-
S16005116	440000073904	LENOVO THINKPAD YOGA 12	MP09748S	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005132	440000073932	LENOVO THINKPAD YOGA 12	MP0975XP	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005134	440000073935	LENOVO THINKPAD YOGA 12	MP0976CJ	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005138	440000073941	LENOVO THINKPAD YOGA 12	MP0974NT	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005152	440000073967	LENOVO THINKPAD YOGA 12	MP0974TA	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005156	440000073975	LENOVO THINKPAD YOGA 12	MP09767B	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005159	440000073980	LENOVO THINKPAD YOGA 12	MP0974E2	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005161	440000073984	LENOVO THINKPAD YOGA 12	MP097CHB	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005165	440000073992	LENOVO THINKPAD YOGA 12	MP0975XU	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005168	440000073998	LENOVO THINKPAD YOGA 12	MP09753L	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005119	440000073909	LENOVO THINKPAD YOGA 12	MP0976Q2	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005126	440000073922	LENOVO THINKPAD YOGA 12	MP0974EU	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005130	440000073929	LENOVO THINKPAD YOGA 12	MP0974BF	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005133	440000073933	LENOVO THINKPAD YOGA 12	MP0976NA	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005158	440000073978	LENOVO THINKPAD YOGA 12	MP0973WY	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005169	440000074000	LENOVO THINKPAD YOGA 12	MP0976LH	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005170	440000074001	LENOVO THINKPAD YOGA 12	MP0972RY	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005172	440000074005	LENOVO THINKPAD YOGA 12	MP09756N	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005173	440000074007	LENOVO THINKPAD YOGA 12	MP0974B8	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005137	440000073939	LENOVO THINKPAD YOGA 12	MP0976S5	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005122	440000073915	LENOVO THINKPAD YOGA 12	MP0976G3	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005127	440000073924	LENOVO THINKPAD YOGA 12	MP0972Y5	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005129	440000073927	LENOVO THINKPAD YOGA 12	MP0974Q4	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005141	440000073946	LENOVO THINKPAD YOGA 12	MP09769Q	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005144	440000073952	LENOVO THINKPAD YOGA 12	MP0972W6	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005147	440000073958	LENOVO THINKPAD YOGA 12	MP097570	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005151	440000073966	LENOVO THINKPAD YOGA 12	MP0976KX	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005153	440000073969	LENOVO THINKPAD YOGA 12	MP0974UK	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005155	440000073973	LENOVO THINKPAD YOGA 12	MP0976LA	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005160	440000073982	LENOVO THINKPAD YOGA 12	MP0976AE	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005118	440000073907	LENOVO THINKPAD YOGA 12	MP09753C	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005120	440000073911	LENOVO THINKPAD YOGA 12	MP0972U7	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005131	440000073930	LENOVO THINKPAD YOGA 12	MP0974UB	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005150	440000073964	LENOVO THINKPAD YOGA 12	MP0973HA	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005157	440000073977	LENOVO THINKPAD YOGA 12	MP0971HV	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005163	440000073988	LENOVO THINKPAD YOGA 12	MP09737S	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-
S16005145	440000073954	LENOVO THINKPAD YOGA 12	MP09766K	1	9/18/2015	1,074.00	044B	2721	4/30/2026	T	11	5	(1,074.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : April 30th, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16000863	440000066635	LENOVO THINKPAD 11E TOUCH	LR0479QM	1	9/18/2015	547.00	044D	2721	4/30/2026	T	11	5	(547.00)	-
S16001023	440000066880	LENOVO THINKPAD 11E TOUCH	LR047A20	1	9/18/2015	547.00	044D	2721	4/30/2026	T	11	5	(547.00)	-
S16001575	440000067777	LENOVO THINKPAD 11E NONTOUCH	LR047CU8	1	9/18/2015	447.00	044D	2721	4/30/2026	T	11	5	(447.00)	-
21-20747	440000272890	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNBXH	1	10/8/2020	622.50	044A	2721	4/30/2026	G	6	5	(622.50)	-
21-20752	440000272895	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNBSL	1	10/8/2020	622.50	044A	2721	4/30/2026	G	6	5	(622.50)	-
20-12461	440000250570	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA5R	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12520	440000250629	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAJE	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12429	440000250538	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA2K	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
S20-13569	440000239159	LENOVO 300E 2ND GEN (TOUCH)	P2071BP0	1	2/18/2020	239.00	044D	2721	4/30/2026	G	6	5	(239.00)	-
S21-02283	440000299360	LENOVO 100E (1A CELERON NON-TOUCH)	R910FKK6	1	3/23/2021	207.50	044D	2721	4/30/2026	G	5	5	(207.50)	-
S21-02296	440000299373	LENOVO 100E (1A CELERON NON-TOUCH)	R910FKJY	1	3/23/2021	207.50	044D	2721	4/30/2026	G	5	5	(207.50)	-
S21-02286	440000299363	LENOVO 100E (1A CELERON NON-TOUCH)	R910FKJX	1	3/23/2021	207.50	044D	2721	4/30/2026	G	5	5	(207.50)	-
20-12497	440000250606	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAGG	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12558	440000250667	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAFT	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12559	440000250668	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAFR	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12551	440000250660	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAGA	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12477	440000250586	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAHT	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12467	440000250576	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA4B	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12504	440000250613	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAL5	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12213	440000250322	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFH4H	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12488	440000250597	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAGY	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12485	440000250594	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAH5	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12556	440000250665	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAFX	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12375	440000250484	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA9B	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
20-12483	440000250592	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAHH	1	6/30/2020	463.50	044A	2721	4/30/2026	G	6	5	(463.50)	-
11-80279	110000004410	ACTIVEXPRESSIONS - SET OF 25	27210003	1	6/7/2011	1,999.00	011A	2721	4/30/2026	T	15	7	(1,999.00)	-
04-18445	580000000251	CAMCORDER, COMMERCIAL VIDEO DIGITAL SONY	1325115	1	5/24/2004	1,768.00	058A	2721	4/30/2026	T	22	7	(1,768.00)	-
16-01075	580000001265	CAP CAN KIT CAMCORDER	45206900357	1	9/11/2015	1,499.00	058A	2721	4/30/2026	T	11	7	(1,499.00)	-
A16-80132	110000009073	BOARD; PROMETHEAN 6 TOUCH 78-inch DRY ERASE	C1507140065	1	8/31/2015	1,036.00	011A	2721	4/30/2026	G	11	7	(1,036.00)	-
09-81635	110000002515	PROMETHEAN BOARD	6304629055	1	7/25/2008	1,177.00	011A	2721	4/30/2026	T	18	7	(1,177.00)	-
09-81636	110000002516	PROMETHEAN BOARD	6304629054	1	7/25/2008	1,177.00	011A	2721	4/30/2026	T	18	7	(1,177.00)	-
09-81637	110000002517	PROMETHEAN BOARD	6304665039	1	7/25/2008	1,177.00	011A	2721	4/30/2026	T	18	7	(1,177.00)	-
10-81060	110000003994	BOARD, PROMETHEAN	C0912040496	1	3/24/2010	1,039.00	011A	2721	4/30/2026	T	16	7	(1,039.00)	-
17-04093	110000010078	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-009166	1	6/7/2017	4,498.00	011A	2721	4/30/2026	G	9	7	(4,498.00)	-
S16020903	440000099827	HP 2920 2-PORT 10GBE SFPMODULE	SG59FM113V	1	11/30/2015	732.60	044D	2721	4/30/2026	T	10	5	(732.60)	-
S16020902	440000099825	HP 2920-48G-POESWITCH	SG58FLZWML	1	11/30/2015	3,275.60	044B	2721	4/30/2026	T	10	5	(3,275.60)	-
S16027474	440000107543	IMAC 14GHZ DUAL-CORE DESKTOP	D25QD00JFY0T	1	12/1/2015	1,099.00	044B	2721	4/30/2026	T	10	5	(1,099.00)	-
R13-80609	440000062742	APPLE IMAC INTEL W/215" LED	C02HH13PDK	1	8/13/2012	1,195.28	044A	2721	4/30/2026	T	14	5	(1,195.28)	-
S16001085	440000066988	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02WRKN	1	9/18/2015	830.00	044D	2721	4/30/2026	T	11	5	(830.00)	-
S16001086	440000066990	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02WRKP	1	9/18/2015	830.00	044D	2721	4/30/2026	T	11	5	(830.00)	-
S16001092	440000067000	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02WRKR	1	9/18/2015	830.00	044D	2721	4/30/2026	T	11	5	(830.00)	-
S16001093	440000067001	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02WRKM	1	9/18/2015	830.00	044D	2721	4/30/2026	T	11	5	(830.00)	-
S16001094	440000067003	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02WRKQ	1	9/18/2015	830.00	044D	2721	4/30/2026	T	11	5	(830.00)	-
13-01316	440000065673	PRINTER, LEXMARK T652DN B/W DUPLEX ADMIN	795HFKR	1	9/27/2012	1,423.50	044A	2721	4/30/2026	T	14	5	(1,423.50)	-
05LL03196	440000149163	Lexmark Refresh Printer-T640n	7901YLT	1	6/17/2005	1,099.66	044A	2721	4/30/2026	T	21	5	(1,099.66)	-
13-02047	440000173414	PRINTER, LEXMARK T652DN B/W DUPLEX ADMIN	795HNXB	1	11/29/2012	1,423.50	044A	2721	4/30/2026	T	13	5	(1,423.50)	-
15-02679	440000090234	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906CWW	1	11/5/2014	3,096.00	044A	2721	4/30/2026	T	11	5	(3,096.00)	-
09-09940	110000002146	ACTIVEBOARD, PROMETHEAN (WHITEBOARD) / WITH	B0810270009/68X185	1	1/15/2009	4,375.00	011A	3291	4/30/2026	T	17	7	(4,375.00)	-
10-03432	110000003388	BOARD, PROMETHEAN ACTIVBOARD	C0912110185	1	2/22/2010	1,169.00	011A	3291	4/30/2026	T	16	7	(1,169.00)	-
10-03433	110000003389	BOARD, PROMETHEAN ACTIVBOARD	C0912110235	1	2/22/2010	1,169.00	011A	3291	4/30/2026	T	16	7	(1,169.00)	-
10-03434	110000003390	BOARD, PROMETHEAN ACTIVBOARD	C0912110234	1	2/22/2010	1,169.00	011A	3291	4/30/2026	T	16	7	(1,169.00)	-
16-01436	180000000487	PLATFORM STEPS	32910041	1	10/16/2015	1,695.00	018A	3291	4/30/2026	T	11	7	(1,695.00)	-
16-01442	200000001465	KC-34 PEDAL DESK	32910043	1	10/16/2015	5,394.50	020A	3291	4/30/2026	T	11	10	(5,394.50)	-
16-01443	200000001466	KC-56 STRIDER DESK	32910050	1	10/16/2015	5,294.50	020A	3291	4/30/2026	T	11	10	(5,294.50)	-
01-20259	130000000070	Slicer, Globe 3850	385938	1	5/2/2001	2,612.00	013A	2071	4/30/2026	T	25	7	(2,612.00)	-
21-12176	440000264364	LENOVO 300E (1B CELERON TOUCH)	P209Q5W3	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12177	440000264365	LENOVO 300E (1B CELERON TOUCH)	P209Q5XV	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12178	440000264366	LENOVO 300E (1B CELERON TOUCH)	P209RJ55	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12179	440000264367	LENOVO 300E (1B CELERON TOUCH)	P207YVXR	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12180	440000264368	LENOVO 300E (1B CELERON TOUCH)	P209RJG4	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12181	440000264369	LENOVO 300E (1B CELERON TOUCH)	P209Q5Y9	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12201	440000264389	LENOVO 300E (1B CELERON TOUCH)	P209RJFZ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-

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21-12183	440000264371	LENOVO 300E (1B CELERON TOUCH)	P209RJP0	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12184	440000264372	LENOVO 300E (1B CELERON TOUCH)	P209RJJH	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12185	440000264373	LENOVO 300E (1B CELERON TOUCH)	P209RJAY	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12186	440000264374	LENOVO 300E (1B CELERON TOUCH)	P209RHZT	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12187	440000264375	LENOVO 300E (1B CELERON TOUCH)	P209RJGN	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12188	440000264376	LENOVO 300E (1B CELERON TOUCH)	P209Q65N	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12189	440000264377	LENOVO 300E (1B CELERON TOUCH)	P209RJ53	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12190	440000264378	LENOVO 300E (1B CELERON TOUCH)	P209Q5W1	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12191	440000264379	LENOVO 300E (1B CELERON TOUCH)	P209Q53R	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12192	440000264380	LENOVO 300E (1B CELERON TOUCH)	P207YW6F	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12193	440000264381	LENOVO 300E (1B CELERON TOUCH)	P209QTR3	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12194	440000264382	LENOVO 300E (1B CELERON TOUCH)	P209Q5TR	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12195	440000264383	LENOVO 300E (1B CELERON TOUCH)	P209RJK0	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12196	440000264384	LENOVO 300E (1B CELERON TOUCH)	P209Q53N	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12197	440000264385	LENOVO 300E (1B CELERON TOUCH)	P209RJGP	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12198	440000264386	LENOVO 300E (1B CELERON TOUCH)	P209RJJN	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12199	440000264387	LENOVO 300E (1B CELERON TOUCH)	P209RJ7D	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12202	440000264390	LENOVO 300E (1B CELERON TOUCH)	P209Q64B	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12203	440000264391	LENOVO 300E (1B CELERON TOUCH)	P209RJFL	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12204	440000264392	LENOVO 300E (1B CELERON TOUCH)	P209RJ8Q	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12205	440000264393	LENOVO 300E (1B CELERON TOUCH)	P209Q5VQ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12206	440000264394	LENOVO 300E (1B CELERON TOUCH)	P209RJD9	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12207	440000264395	LENOVO 300E (1B CELERON TOUCH)	P209RJGD	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12208	440000264396	LENOVO 300E (1B CELERON TOUCH)	P209Q5YA	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12210	440000264398	LENOVO 300E (1B CELERON TOUCH)	P207YD5B	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12211	440000264399	LENOVO 300E (1B CELERON TOUCH)	P209RJH2	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12212	440000264400	LENOVO 300E (1B CELERON TOUCH)	P209RJFN	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12215	440000264403	LENOVO 300E (1B CELERON TOUCH)	P207YVZA	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12216	440000264404	LENOVO 300E (1B CELERON TOUCH)	P209QS47	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12217	440000264405	LENOVO 300E (1B CELERON TOUCH)	P209RJFH	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12220	440000264408	LENOVO 300E (1B CELERON TOUCH)	P209RJGC	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12222	440000264410	LENOVO 300E (1B CELERON TOUCH)	P209RJFQ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12223	440000264411	LENOVO 300E (1B CELERON TOUCH)	P209Q6EB	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12224	440000264412	LENOVO 300E (1B CELERON TOUCH)	P209RJGQ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12225	440000264413	LENOVO 300E (1B CELERON TOUCH)	P209RJ1Q	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12226	440000264414	LENOVO 300E (1B CELERON TOUCH)	P209RJ3J	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12229	440000264417	LENOVO 300E (1B CELERON TOUCH)	P209Q65Y	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12230	440000264418	LENOVO 300E (1B CELERON TOUCH)	P209RJE4	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12231	440000264419	LENOVO 300E (1B CELERON TOUCH)	P209Q55L	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12232	440000264420	LENOVO 300E (1B CELERON TOUCH)	P209Q65X	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12234	440000264422	LENOVO 300E (1B CELERON TOUCH)	P209RJJG	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12235	440000264423	LENOVO 300E (1B CELERON TOUCH)	P209RJB1	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12237	440000264425	LENOVO 300E (1B CELERON TOUCH)	P209RJEL	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12238	440000264426	LENOVO 300E (1B CELERON TOUCH)	P209Q65R	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12239	440000264427	LENOVO 300E (1B CELERON TOUCH)	P209RJA7	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12240	440000264428	LENOVO 300E (1B CELERON TOUCH)	P209RJJT	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12241	440000264429	LENOVO 300E (1B CELERON TOUCH)	P209RJAJ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12242	440000264430	LENOVO 300E (1B CELERON TOUCH)	P209RJJK	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12243	440000264431	LENOVO 300E (1B CELERON TOUCH)	P209Q64Z	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12244	440000264432	LENOVO 300E (1B CELERON TOUCH)	P209RHBE	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12245	440000264433	LENOVO 300E (1B CELERON TOUCH)	P209Q5QB	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12246	440000264434	LENOVO 300E (1B CELERON TOUCH)	P209Q6FJ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12247	440000264435	LENOVO 300E (1B CELERON TOUCH)	P209RJNT	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12248	440000264436	LENOVO 300E (1B CELERON TOUCH)	P209RJPC	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12250	440000264438	LENOVO 300E (1B CELERON TOUCH)	P209RJFA	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12251	440000264439	LENOVO 300E (1B CELERON TOUCH)	P209RJJS	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12252	440000264440	LENOVO 300E (1B CELERON TOUCH)	P209RJQA	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12253	440000264441	LENOVO 300E (1B CELERON TOUCH)	P209RJF5	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12254	440000264442	LENOVO 300E (1B CELERON TOUCH)	P209RJ28	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12255	440000264443	LENOVO 300E (1B CELERON TOUCH)	P207YCKH	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12256	440000264444	LENOVO 300E (1B CELERON TOUCH)	P207YWT2	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12257	440000264445	LENOVO 300E (1B CELERON TOUCH)	P207YW0A	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-12258	440000264446	LENOVO 300E (1B CELERON TOUCH)	P207YD1S	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12259	440000264447	LENOVO 300E (1B CELERON TOUCH)	P207YWER	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12260	440000264448	LENOVO 300E (1B CELERON TOUCH)	P207YDKZ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12261	440000264449	LENOVO 300E (1B CELERON TOUCH)	P207YVL9	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12262	440000264450	LENOVO 300E (1B CELERON TOUCH)	P207YDN8	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12264	440000264452	LENOVO 300E (1B CELERON TOUCH)	P209Q669	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12265	440000264453	LENOVO 300E (1B CELERON TOUCH)	P209RJHF	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12266	440000264454	LENOVO 300E (1B CELERON TOUCH)	P209RHT7	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12267	440000264455	LENOVO 300E (1B CELERON TOUCH)	P209Q64T	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12268	440000264456	LENOVO 300E (1B CELERON TOUCH)	P209Q5YH	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12269	440000264457	LENOVO 300E (1B CELERON TOUCH)	P209Q53J	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12270	440000264458	LENOVO 300E (1B CELERON TOUCH)	P209RHA8	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12271	440000264459	LENOVO 300E (1B CELERON TOUCH)	P209Q665	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12272	440000264460	LENOVO 300E (1B CELERON TOUCH)	P209RJC9	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12273	440000264461	LENOVO 300E (1B CELERON TOUCH)	P209RJQ1	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12274	440000264462	LENOVO 300E (1B CELERON TOUCH)	P209RHD2	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12275	440000264463	LENOVO 300E (1B CELERON TOUCH)	P209RHB0	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12276	440000264464	LENOVO 300E (1B CELERON TOUCH)	P209Q6C5	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12277	440000264465	LENOVO 300E (1B CELERON TOUCH)	P209Q6F9	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12278	440000264466	LENOVO 300E (1B CELERON TOUCH)	P209Q5QK	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12279	440000264467	LENOVO 300E (1B CELERON TOUCH)	P209Q5QS	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12280	440000264468	LENOVO 300E (1B CELERON TOUCH)	P209RJJY	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12281	440000264469	LENOVO 300E (1B CELERON TOUCH)	P209Q660	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12282	440000264470	LENOVO 300E (1B CELERON TOUCH)	P209Q5SG	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12283	440000264471	LENOVO 300E (1B CELERON TOUCH)	P209RJGZ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12284	440000264472	LENOVO 300E (1B CELERON TOUCH)	P209RJGM	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12285	440000264473	LENOVO 300E (1B CELERON TOUCH)	P209QTY9	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12286	440000264474	LENOVO 300E (1B CELERON TOUCH)	P209RJ3G	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12287	440000264475	LENOVO 300E (1B CELERON TOUCH)	P209Q574	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12288	440000264476	LENOVO 300E (1B CELERON TOUCH)	P209RJGJ	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12289	440000264477	LENOVO 300E (1B CELERON TOUCH)	P209RJBC	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12290	440000264478	LENOVO 300E (1B CELERON TOUCH)	P209RJNM	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12291	440000264479	LENOVO 300E (1B CELERON TOUCH)	P209QS54	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12292	440000264480	LENOVO 300E (1B CELERON TOUCH)	P209QRQ4	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
21-12293	440000264481	LENOVO 300E (1B CELERON TOUCH)	P209RJFW	1	9/9/2020	237.50	044A	1881	4/30/2026	G	6	5	(237.50)	-
08-01912	440000015302	PRINTER LEXMARK X646	790RMPN	1	9/5/2007	5,542.00	044A	1881	4/30/2026	T	19	5	(5,542.00)	-
08-03779	100000000180	VALCAM CAMERA SYSTEM PAN/TILT	119036	1	10/1/2007	1,895.00	010A	1881	4/30/2026	T	19	7	(1,895.00)	-
12-02335	440000059124	APPLE MACBOOK PRO - 2.2GHZ 15" DISPLAY	C02GK00PDV7L	1	1/27/2012	2,048.25	044A	1881	4/30/2026	T	14	5	(2,048.25)	-
13-01592	440000066166	LAPTOP, APPLE MACBOOK AIR	C02J6J40DRV6	1	10/9/2012	1,366.00	044A	1881	4/30/2026	T	14	5	(1,366.00)	-
16-01211	440000408256	FARGO ID PRINTER	B5141281	1	9/10/2015	2,495.00	044A	1881	4/30/2026	T	11	5	(2,495.00)	-
16-01234	460000004673	CREWO FLASHFORGE 3D PRINTER	FFC9851505001472	1	9/16/2015	1,005.23	046A	1881	4/30/2026	T	11	7	(1,005.23)	-
05-40843	440000026383	PRINTER, LEXMARK T630N BLACK/WHITE LASER	9923KP8	1	1/20/2005	1,205.00	044A	1881	4/30/2026	T	21	5	(1,205.00)	-
09-08618	440000037478	PRINTER, LEXMARK T640N B/W LASER	792PDWP	1	12/4/2008	1,148.00	044A	1881	4/30/2026	T	17	5	(1,148.00)	-
08-05322	440000018574	PRINTER LEXMARK T640N B/W LASER	7913CGY	1	10/26/2007	1,198.00	044A	1881	4/30/2026	T	19	5	(1,198.00)	-
08-05346	440000018621	PRINTER LEXMARK T640N B/W LASER	7914Z3C	1	10/26/2007	1,198.00	044A	1881	4/30/2026	T	19	5	(1,198.00)	-
S17033230	440000203860	LENOVO M800Z DESKTOP	MJ04WWRD	1	1/27/2017	764.00	044D	1881	4/30/2026	G	9	5	(764.00)	-
S17033205	440000203835	LENOVO M800Z DESKTOP	MJ04WWRT	1	1/27/2017	764.00	044D	1881	4/30/2026	G	9	5	(764.00)	-
S17033231	440000203861	LENOVO M800Z DESKTOP	MJ04WWRR	1	1/27/2017	764.00	044D	1881	4/30/2026	G	9	5	(764.00)	-
S17033232	440000203862	LENOVO M800Z DESKTOP	MJ04PXKP	1	1/27/2017	764.00	044D	1881	4/30/2026	G	9	5	(764.00)	-
03-20537	440000006427	PRINTER, LEXMARK T630	9910BWR	1	5/20/2003	1,208.00	044A	1791	4/30/2026	T	23	5	(1,208.00)	-
04-12532	560000000752	PROJECTOR, EPSON POWERLITE	EGQ03Y0452M	1	2/5/2004	2,221.87	056A	1791	4/30/2026	T	22	6	(2,221.87)	-
04-12535	560000000754	PROJECTOR CLASSROOM ON A CART EPSON 820	EGQ03Z0147M	1	2/5/2004	2,221.87	056A	1791	4/30/2026	T	22	6	(2,221.87)	-
04-12536	560000000755	PROJECTOR CLASSROOM ON A CART EPSON 820	EGQ03Y0449M	1	2/5/2004	2,221.87	056A	1791	4/30/2026	T	22	6	(2,221.87)	-
04-12537	560000000756	PROJECTOR CLASSROOM ON A CART EPSON 820	EGQ03Y0448M	1	2/5/2004	2,221.87	056A	1791	4/30/2026	T	22	6	(2,221.87)	-
04-12538	560000000757	PROJECTOR CLASSROOM ON A CART EPSON 820	EGQ03Y0441M	1	2/5/2004	2,221.87	056A	1791	4/30/2026	T	22	6	(2,221.87)	-
04-12539	560000000758	PROJECTOR CLASSROOM ON A CART EPSON 820	EGQ03Y0445M	1	2/5/2004	2,221.87	056A	1791	4/30/2026	T	22	6	(2,221.87)	-
04-14739	560000000789	PROJECTOR CLASSROOM ON A CART, HIGHEND,	EGQ0420024K	1	3/15/2004	2,221.87	056A	1791	4/30/2026	T	22	6	(2,221.87)	-
05-48499	560000001226	PROJECTOR, CLASSROOM FOR A CART EPSON	F3HG4Z1277F	1	3/8/2005	1,154.23	056A	1791	4/30/2026	T	21	6	(1,154.23)	-
05-81619	460000002359	SYSTEM, TIME KRONOS	R0031055	1	10/26/2004	2,197.00	046A	1791	4/30/2026	T	22	7	(2,197.00)	-
07-05095	440000001094	VERSALASER 300 BUNDLE	15566	1	11/28/2006	17,990.00	044A	1791	4/30/2026	T	19	5	(17,990.00)	-
08-09254	440000022843	CART MEDIA SPECIALIST	17910007	1	5/27/2008	3,131.02	044A	1791	4/30/2026	T	18	5	(3,131.02)	-
11-05058	440000055097	PRINTER, LEXMARK X652DE & PARALLEL ADAPT	79G0VNZ	1	6/20/2011	2,404.00	044A	1791	4/30/2026	T	15	5	(2,404.00)	-

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12-80359	220000000404	3D AVROVER	2003708	1	1/26/2012	6,719.00	022A	1791	4/30/2026	T	14	10	(6,719.00)	-
13-00824	220000000423	CONFERENCE, DESKTOP VIDEO SYSTEM	A1AA22E00099	1	8/24/2012	1,133.78	022A	1791	4/30/2026	T	14	10	(1,133.78)	-
13-00825	220000000424	CONFERENCE, DESKTOP VIDEO SYSTEM	A1AA22E00131	1	8/24/2012	1,133.78	022A	1791	4/30/2026	T	14	10	(1,133.78)	-
13-02789	460000004332	LAMINATOR, ULTIMA 65	YJ00173G	1	1/24/2013	1,399.00	046A	1791	4/30/2026	T	13	7	(1,399.00)	-
18-00497	460000006582	Kronos Intouch 9100 H4	00JC643434	1	8/8/2017	1,695.50	046A	1791	4/30/2026	T	9	7	(1,695.50)	-
19-00604	440000229984	Google Expeditions 20 Kit	266342714	1	8/16/2018	6,100.00	044A	1791	4/30/2026	T	8	5	(6,100.00)	-
S17052058	440000219620	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609152134	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052059	440000219621	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609151677	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052060	440000219622	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142426	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052061	440000219623	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142030	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052062	440000219624	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191839	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052063	440000219625	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142459	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052064	440000219626	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607150461	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052065	440000219627	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607150527	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052066	440000219628	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142222	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052067	440000219629	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142253	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052068	440000219630	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607110251	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052069	440000219631	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142095	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052070	440000219632	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142174	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052071	440000219633	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191827	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052072	440000219634	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191735	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052073	440000219635	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191736	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052074	440000219636	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191728	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052075	440000219637	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191750	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052076	440000219638	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191710	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052077	440000219639	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191773	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052078	440000219640	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191752	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052079	440000219641	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150897	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052080	440000219642	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150724	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052081	440000219643	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609152093	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052082	440000219644	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609151866	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052083	440000219645	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609152083	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052084	440000219646	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609151729	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052085	440000219647	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150197	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052086	440000219648	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150233	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052087	440000219649	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150371	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052088	440000219650	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150231	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052089	440000219651	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142052	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052090	440000219652	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607150634	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052091	440000219653	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142059	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052092	440000219654	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607150905	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052093	440000219655	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142061	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052094	440000219656	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301608191776	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052095	440000219657	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150880	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052096	440000219658	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150410	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052097	440000219659	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150988	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052098	440000219660	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150472	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052099	440000219661	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150635	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052100	440000219662	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150358	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052101	440000219663	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142207	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052102	440000219664	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142042	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052103	440000219665	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607110090	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052104	440000219666	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609151743	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052105	440000219667	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111518	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052106	440000219668	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607110953	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052107	440000219669	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111488	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052108	440000219670	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111510	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052109	440000219671	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111516	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052110	440000219672	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111997	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052111	440000219673	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111467	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052112	440000219674	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150475	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052113	440000219675	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150513	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : April 30th, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17052114	440000219676	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150925	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052115	440000219677	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150912	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052116	440000219678	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150201	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052117	440000219679	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150569	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052118	440000219680	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150476	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052119	440000219681	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150445	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052120	440000219682	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150349	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052121	440000219683	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150258	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052122	440000219684	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301609150299	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052123	440000219685	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142114	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052124	440000219686	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607142081	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052125	440000219687	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111678	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052126	440000219688	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111210	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052127	440000219689	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301607111127	1	4/21/2017	566.17	044D	1791	4/30/2026	G	9	5	(566.17)	-
S17052128	440000219690	AP1130, OUTDOOR RATED, 2 RADIO 2X2 802.1	11301607220071	1	4/21/2017	886.03	044D	1791	4/30/2026	G	9	5	(886.03)	-
997103432	190000001181	VAN, 22' DRY FREIGHT SUPREME	1HTMPAFN64H614471	1	6/11/2003	50,874.00	019A	9613	4/30/2026	T	23	10	(50,874.00)	-
997103605	190000001337	2005 CHEVROLET KODIAK C5500	1GBG5C1255F534301	1	3/14/2006	44,195.45	019A	9613	4/30/2026	T	20	10	(44,195.45)	-
R02-83605	130000005611	Steamer, Groen HY-6E	6E28436MS	1	6/3/2002	7,042.00	013A	3911	4/30/2026	G	24	7	(7,042.00)	-
R10-82291	130000004985	Ice Machine, Hoshizaki KM-320MAH	U27569J	1	2/5/2010	3,062.00	013A	1841	4/30/2026	G	16	7	(3,062.00)	-
99-90803	130000003450	Cutter, Mannhart M2000, Vegetable	94-2208195	1	1/1/1999	1,500.00	013A	0921	4/30/2026	G	27	7	(1,500.00)	-
R96-96039	130000001583	Cabinet, F W E, Warming	9632505	1	5/7/1996	1,980.00	013A	0391	4/30/2026	T	30	7	(1,980.00)	-
14-06439	130000002041	Milk Box, Beverage-Air SMF34Y-1-S, 8 Crate	11103966	1	6/3/2014	2,345.70	013A	3781	4/30/2026	T	12	7	(2,345.70)	-
R06-85270	130000006508	Mixer, Hobart H600, 60 qt	31-1298-737	1	4/18/2006	10,546.00	013A	0131	4/30/2026	G	20	7	(10,546.00)	-
997103356	190000001118	TRUCK PICKUP CHEVROLET 2002	1GCJK34162E286560	1	6/10/2002	26,622.00	019A	9608	4/30/2026	G	24	10	(26,622.00)	-
06-10532	440000043377	PRINTER, LEXMARK T644TN, BLACK/WHITE	7901RLD	1	3/2/2006	2,287.00	044A	9603	4/30/2026	T	20	5	(2,287.00)	-
07-02155	440000049580	PRINTER, LEXMARK T644TN, BLACK/WHITE LASER	790D191	1	9/12/2006	2,287.00	044A	9603	4/30/2026	T	20	5	(2,287.00)	-
07-03216	440000049962	DELL,LAPTOP, D810 W/DVD-RW/15.4"	16ZFCB1	1	10/16/2006	1,945.00	044A	9603	4/30/2026	T	20	5	(1,945.00)	-
13-04661	440000071541	DELL E6330 W/DVD±RW 13.3" DISPLAY	BGBBZW1	1	5/7/2013	1,436.36	044A	9603	4/30/2026	T	13	5	(1,436.36)	-
14-05141	440000083414	LENOVO THINKPAD W540	R900PX48	1	4/30/2014	1,284.00	044A	9603	4/30/2026	T	12	5	(1,284.00)	-
15-01913	440000089059	LENOVO THINKSTATION E32	MJ00PSFE	1	9/26/2014	1,125.00	044A	9603	4/30/2026	T	12	5	(1,125.00)	-
15-01925	440000089078	LENOVO THINKSTATION E32	MJ00RSQN	1	9/26/2014	1,125.00	044A	9603	4/30/2026	T	12	5	(1,125.00)	-
15-04233	440000093102	LENOVO THINKPAD X 1 CARBON NON-TOUCH	R90A33YZ	1	3/23/2015	1,344.00	044A	9603	4/30/2026	T	11	5	(1,344.00)	-
15-06070	440000096258	LENOVO THINKPAD X 1 CARBON NON-TOUCH	R90A33ZC	1	6/29/2015	1,344.00	044A	9603	4/30/2026	T	11	5	(1,344.00)	-
15-06071	440000096260	LENOVO THINKPAD X 1 CARBON NON-TOUCH	R90A33Z1	1	6/29/2015	1,344.00	044A	9603	4/30/2026	T	11	5	(1,344.00)	-
16-03611	440000102454	PRINTER LEXMARK C925DE	50414132001FN	1	4/1/2016	2,338.00	044A	9603	4/30/2026	T	10	5	(2,338.00)	-
18-01509	440000225320	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP	R90NJGUR	1	9/27/2017	1,360.00	044A	9603	4/30/2026	G	9	5	(1,360.00)	-
R14-80148	440000063825	COMPUTER, DELL E6330 W/DVDRW13	CP7DRY1	1	1/9/2014	1,436.36	044A	9603	4/30/2026	T	12	5	(1,436.36)	-
R15-80277	440000064601	PRINTER, LEXMARK MX611DE MFP	701656HH05WFB	1	6/27/2015	1,499.00	044A	9603	4/30/2026	T	11	5	(1,499.00)	-
S16041455	440000127577	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3J	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16041456	440000127579	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3H	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16041457	440000127581	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3L	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16041458	440000127583	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3P	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16041460	440000127587	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3Q	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16041461	440000127588	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3K	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16041462	440000127590	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3N	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16041463	440000127592	LENOVO THINKPAD X250 I5 TOUCH	PC09LR3S	1	1/20/2016	1,048.00	044B	9603	4/30/2026	T	10	5	(1,048.00)	-
S16071086	440000169524	LENOVO T460 LAPTOP	PC0CK0N2	1	6/10/2016	859.00	044D	9603	4/30/2026	T	10	5	(859.00)	-
S16071087	440000169525	LENOVO T460 LAPTOP	PC0CK0MZ	1	6/10/2016	859.00	044D	9603	4/30/2026	T	10	5	(859.00)	-
S16071088	440000169526	LENOVO T460 LAPTOP	PC0CK0N0	1	6/10/2016	859.00	044D	9603	4/30/2026	T	10	5	(859.00)	-
S16071089	440000169527	LENOVO T460 LAPTOP	PC0CMWCM	1	6/10/2016	859.00	044D	9603	4/30/2026	T	10	5	(859.00)	-
S16071090	440000169528	LENOVO T460 LAPTOP	PC0CK0N3	1	6/10/2016	859.00	044D	9603	4/30/2026	T	10	5	(859.00)	-
S16071091	440000169529	LENOVO T460 LAPTOP	PC0CK0N1	1	6/10/2016	859.00	044D	9603	4/30/2026	T	10	5	(859.00)	-
S16071094	440000169532	THINKPAD PRO DOCK - 90W US	WU6B5DRO	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071095	440000169533	THINKPAD PRO DOCK - 90W US	WU6B5DRA	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071096	440000169534	THINKPAD PRO DOCK - 90W US	WU6B5DQR	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071097	440000169535	THINKPAD PRO DOCK - 90W US	WU6B5DR2	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071098	440000169536	THINKPAD PRO DOCK - 90W US	WU6B5DQ9	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071099	440000169537	THINKPAD PRO DOCK - 90W US	WU6B5DR4	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071101	440000169539	THINKPAD PRO DOCK - 90W US	WU6B5DQ8	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071102	440000169540	THINKPAD PRO DOCK - 90W US	WU6B5DQN	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S16071103	440000169541	THINKPAD PRO DOCK - 90W US	WU6B5DR9	1	6/10/2016	180.00	044D	9603	4/30/2026	T	10	5	(180.00)	-
S17000674	440000174675	WIDESCREEN LED BACKLIGHT	G4LMTF098933	1	7/26/2016	219.59	044D	9603	4/30/2026	G	10	5	(219.59)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : April 30th, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17000675	440000174676	WIDESCREEN LED BACKLIGHT	G4LMTF099247	1	7/26/2016	219.59	044D	9603	4/30/2026	G	10	5	(219.59)	-
S17013474	440000185032	THINKPAD PRO DOCK - 90W US	M2B0PCK1	1	10/24/2016	180.00	044D	9603	4/30/2026	G	10	5	(180.00)	-
S17013476	440000185034	LENOVO T460 LAPTOP	PC0FFNTB	1	10/24/2016	824.00	044D	9603	4/30/2026	G	10	5	(824.00)	-
S17013479	440000185035	LENOVO T460 LAPTOP	PC0FFNTQ	1	10/24/2016	824.00	044D	9603	4/30/2026	G	10	5	(824.00)	-
S17013480	440000185036	LENOVO T460 LAPTOP	PC0FFNTP	1	10/24/2016	824.00	044D	9603	4/30/2026	G	10	5	(824.00)	-
S17013486	440000185039	THINKPAD PRO DOCK - 90W US	M2B0PCL1	1	10/24/2016	180.00	044D	9603	4/30/2026	G	10	5	(180.00)	-
S17013487	440000185040	THINKPAD PRO DOCK - 90W US	M2B0PCL3	1	10/24/2016	180.00	044D	9603	4/30/2026	G	10	5	(180.00)	-
S17030093	440000200995	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73P6	1	12/6/2016	1,218.00	044B	9603	4/30/2026	G	9	5	(1,218.00)	-
S17030094	440000200996	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73NC	1	12/6/2016	1,218.00	044B	9603	4/30/2026	G	9	5	(1,218.00)	-
S17030095	440000200997	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73P3	1	12/6/2016	1,218.00	044B	9603	4/30/2026	G	9	5	(1,218.00)	-
S17030097	440000200999	LENOVO T460 LAPTOP W/COMPONENTS	PC0FRZCN	1	12/6/2016	1,218.00	044B	9603	4/30/2026	G	9	5	(1,218.00)	-
S17030098	440000201000	LENOVO T460 LAPTOP W/COMPONENTS	PC0G3U2V	1	12/6/2016	1,218.00	044B	9603	4/30/2026	G	9	5	(1,218.00)	-
S17030100	440000201002	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73N2	1	12/6/2016	1,218.00	044B	9603	4/30/2026	G	9	5	(1,218.00)	-
S17030101	440000201003	LENOVO T460 LAPTOP W/COMPONENTS	PC0G74BD	1	12/6/2016	1,218.00	044B	9603	4/30/2026	G	9	5	(1,218.00)	-
S17053163	440000220235	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73MS	1	4/5/2017	1,193.00	044B	9603	4/30/2026	G	9	5	(1,193.00)	-
S17053166	440000220238	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73N6	1	4/5/2017	1,193.00	044B	9603	4/30/2026	G	9	5	(1,193.00)	-
S17053167	440000220239	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73ND	1	4/5/2017	1,193.00	044B	9603	4/30/2026	G	9	5	(1,193.00)	-
S17053168	440000220240	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73NP	1	4/5/2017	1,193.00	044B	9603	4/30/2026	G	9	5	(1,193.00)	-
S17053170	440000220242	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73PB	1	4/5/2017	1,193.00	044B	9603	4/30/2026	G	9	5	(1,193.00)	-
S17053171	440000220243	LENOVO T460 LAPTOP W/COMPONENTS	PC0G73Q2	1	4/5/2017	1,193.00	044B	9603	4/30/2026	G	9	5	(1,193.00)	-
S18-12499	440000227468	LENOVO T470 LAPTOP	PF103CA6	1	1/30/2018	1,234.00	044D	9603	4/30/2026	G	8	5	(1,234.00)	-
S18-12500	440000227469	LENOVO T470 LAPTOP	PF103CA9	1	1/30/2018	1,234.00	044D	9603	4/30/2026	G	8	5	(1,234.00)	-
S18-12501	440000227470	LENOVO T470 LAPTOP	PF103CAE	1	1/30/2018	1,234.00	044D	9603	4/30/2026	G	8	5	(1,234.00)	-
S18-12502	440000227471	LENOVO T470 LAPTOP	PF103CAL	1	1/30/2018	1,234.00	044D	9603	4/30/2026	G	8	5	(1,234.00)	-
S18-12504	440000227473	LENOVO T470 LAPTOP	PF103CBQ	1	1/30/2018	1,234.00	044D	9603	4/30/2026	G	8	5	(1,234.00)	-
S18-12505	440000227474	LENOVO T470 LAPTOP	PF103CBY	1	1/30/2018	1,234.00	044D	9603	4/30/2026	G	8	5	(1,234.00)	-
S19-01471	440000230379	LENOVO T470 LAPTOP	PF19QZRV	1	8/8/2018	1,359.00	044D	9603	4/30/2026	G	8	5	(1,359.00)	-
S19-01474	440000230382	LENOVO T470 LAPTOP	PF19R01M	1	8/8/2018	1,359.00	044D	9603	4/30/2026	G	8	5	(1,359.00)	-
S19-01477	440000230385	LENOVO T470 LAPTOP	PF19RD8N	1	8/8/2018	1,359.00	044D	9603	4/30/2026	G	8	5	(1,359.00)	-
S19-01479	440000230387	LENOVO T470 LAPTOP	PF19RU7W	1	8/8/2018	1,359.00	044D	9603	4/30/2026	G	8	5	(1,359.00)	-
S19-01480	440000230388	LENOVO T470 LAPTOP	PF19Z3CQ	1	8/8/2018	1,359.00	044D	9603	4/30/2026	G	8	5	(1,359.00)	-
S19-06456	440000232473	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF17M4YR	1	11/13/2018	1,234.00	044D	9603	4/30/2026	G	7	5	(1,234.00)	-
S19-06461	440000232478	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF17M61J	1	11/13/2018	1,234.00	044D	9603	4/30/2026	G	7	5	(1,234.00)	-
S19-06465	440000232482	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF17M6S6	1	11/13/2018	1,234.00	044D	9603	4/30/2026	G	7	5	(1,234.00)	-
S19-07047	440000232845	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF1H9NXQ	1	1/28/2019	1,189.00	044D	9603	4/30/2026	G	7	5	(1,189.00)	-
S19-07050	440000232848	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF1J676A	1	1/28/2019	1,189.00	044D	9603	4/30/2026	G	7	5	(1,189.00)	-
S19-07051	440000232849	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF1J678Y	1	1/28/2019	1,189.00	044D	9603	4/30/2026	G	7	5	(1,189.00)	-
S19-07101	440000232899	ThinkPad USB-C Dock - US	ZAF12NKZ	1	1/28/2019	135.00	044D	9603	4/30/2026	G	7	5	(135.00)	-
S20-11300	440000236591	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF14MU4D	1	11/15/2019	844.00	044D	9603	4/30/2026	G	6	5	(844.00)	-
S20-11302	440000236593	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF1D7D24	1	11/15/2019	844.00	044D	9603	4/30/2026	G	6	5	(844.00)	-
S20-11305	440000236596	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF1DWZHW	1	11/15/2019	844.00	044D	9603	4/30/2026	G	6	5	(844.00)	-
S20-11308	440000236599	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF1DWZL4	1	11/15/2019	844.00	044D	9603	4/30/2026	G	6	5	(844.00)	-
S20-11311	440000236602	LENOVO THINKPAD L480 (i3-8130U) BUNDLE	PF1DX11V	1	11/15/2019	844.00	044D	9603	4/30/2026	G	6	5	(844.00)	-
S20-11333	440000236624	ThinkPad USB-C Dock - US	ZKT02HA8	1	11/15/2019	159.00	044D	9603	4/30/2026	G	6	5	(159.00)	-
998104825	090000000778	TORO Z558-60 RIDING MOWER W/SUSP SEAT	270003359	1	12/15/2008	7,526.00	009A	0361	4/30/2026	T	17	10	(7,526.00)	-
15-04368	460000004618	DA-LITE DUAL VISON FAST FOLD SCREEN	01850095	1	4/13/2015	5,525.00	046A	0361	4/30/2026	T	11	7	(5,525.00)	-
S16031720	440000112538	LENOVO THINKPAD YOGA 12	MP1093L3	1	12/15/2015	1,074.00	044B	0531	4/30/2026	T	10	5	(1,074.00)	-
21-27127	440000279270	ThinkPad L14 Gen1 20U2S0NE00	PF1T5VXR	1	10/1/2020	503.50	044A	0531	4/30/2026	G	6	5	(503.50)	-
21-31378	440000283521	ThinkPad L14 Gen1 20U2S0NE00	PF1VCMBE	1	10/1/2020	503.50	044A	0531	4/30/2026	G	6	5	(503.50)	-
21-09936	440000262165	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4BN	1	9/3/2020	622.50	044A	0531	4/30/2026	G	6	5	(622.50)	-
21-09948	440000262177	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4BJ	1	9/3/2020	622.50	044A	0531	4/30/2026	G	6	5	(622.50)	-
21-09943	440000262172	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4BG	1	9/3/2020	622.50	044A	0531	4/30/2026	G	6	5	(622.50)	-
21-09946	440000262175	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4BS	1	9/3/2020	622.50	044A	0531	4/30/2026	G	6	5	(622.50)	-
21-09999	440000262228	LENOVO 300E (1B CELERON TOUCH)	P207YDD8	1	9/3/2020	237.50	044A	0531	4/30/2026	G	6	5	(237.50)	-
21-10027	440000262256	LENOVO 300E (1B CELERON TOUCH)	P207YVLA	1	9/3/2020	237.50	044A	0531	4/30/2026	G	6	5	(237.50)	-
21-10006	440000262235	LENOVO 300E (1B CELERON TOUCH)	P207YWW3	1	9/3/2020	237.50	044A	0531	4/30/2026	G	6	5	(237.50)	-
R09-83770	130000005793	Cabinet, F W E PHU-12, Warming	08214401	1	1/26/2009	3,149.00	013A	0931	4/30/2026	G	17	7	(3,149.00)	-
R04-86212	130000005740	Steamer, Groen HY-6E	6E32883MS	1	2/2/2004	7,698.00	013A	1851	4/30/2026	G	22	7	(7,698.00)	-
04-19531	130000000549	Steamer, Groen HY-6E	6E34887MS	1	6/23/2004	7,698.00	013A	1271	4/30/2026	T	22	7	(7,698.00)	-
98-90778	130000006351	Oven, Garland Master Stack	9712CJ0203	1	1/6/1998	2,912.50	013A	1661	4/30/2026	G	28	7	(2,912.50)	-
02-16950	130000000189	Mixer, Hobart D300T, 30 qt	31-1261-028	1	6/18/2002	3,962.03	013A	1661	4/30/2026	T	24	7	(3,962.03)	-
95-19871	130000003071	Mixer, Hobart D300T, 30 qt	31-1049-290	1	9/22/1995	3,675.17	013A	1661	4/30/2026	G	31	7	(3,675.17)	-

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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
11-02211	130000001214	Freezer, Victory VF-3, 3-door	M1088797	1	1/3/2011	4,963.00	013A	1951	4/30/2026	T	15	7	(4,963.00)	-
14-03178	130000001850	Refrigerator, Victory VSR-2X, 2-door	J1312624	1	12/6/2013	3,234.00	013A	1281	4/30/2026	T	12	7	(3,234.00)	-
R08-84134	130000005132	Mixer, Hobart HL600, 60 qt	31-1393-110	1	1/11/2008	10,565.00	013A	0341	4/30/2026	G	18	7	(10,565.00)	-
15-03047	130000002165	Stove, Vulcan EV12-2FP208, 2-Burner 208v	481828128	1	12/10/2014	2,262.58	013A	2631	4/30/2026	T	11	7	(2,262.58)	-
14-01808	400000003110	YAMAHA MB8228CWCSH BASE DRUM 28"	HJ00552	1	10/7/2013	1,104.00	040A	3011	4/30/2026	T	13	5	(1,104.00)	-
91-31070	400000004145	TUBA KING 3VBF LAC W/CASE KG2340	256622	1	9/25/1990	2,499.00	040A	3011	4/30/2026	G	36	5	(2,499.00)	-
91-31071	400000004146	TUBA KING 3VBF LAC W/CASE KG2340	278921	1	9/25/1990	2,499.00	040A	3011	4/30/2026	G	36	5	(2,499.00)	-
91-31069	400000004144	TUBA KING 3VBF LAC W/CASE KG-2340	274895	1	9/25/1990	2,499.00	040A	3011	4/30/2026	G	36	5	(2,499.00)	-
91-31072	400000004147	TUBA KING 3VBF LAC W/CASE KG2340	278926	1	9/25/1990	2,499.00	040A	3011	4/30/2026	G	36	5	(2,499.00)	-
17-02599	440000219365	Polt Vault	NONE	1	4/26/2017	13,990.00	044A	1751	4/30/2026	G	9	5	(13,990.00)	-
998102364	090000000693	TRUCK LIFT FORK HYSTER MOD S60XL	B187V02004L	1	9/28/1990	18,288.00	009A	9616	4/30/2026	G	36	10	(18,288.00)	-
998102492	090000000701	LIFT, TRUCK YALE	E187V09462W	1	6/23/1999	21,830.00	009A	9616	4/30/2026	G	27	10	(21,830.00)	-
20-01953	180000000707	EMIST EM30 PULLCART BUNDLE	806200429032A	1	3/31/2020	4,422.30	018A	9608	4/30/2026	G	6	7	(3,895.84)	526.46
21-10330	830000001180	EMIST EM30 PULLCART BUNDLE	806200429027A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10331	830000001181	EMIST EM30 PULLCART BUNDLE	806200429030A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10332	830000001182	EMIST EM30 PULLCART BUNDLE	806200429029A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10333	830000001183	EMIST EM30 PULLCART BUNDLE	806200429033A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10334	830000001184	EMIST EM30 PULLCART BUNDLE	806200520037A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10335	830000001185	EMIST EM30 PULLCART BUNDLE	806200304001	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10336	830000001186	EMIST EM30 PULLCART BUNDLE	806200429031A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10337	830000001187	EMIST EM30 PULLCART BUNDLE	806200620028A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10338	830000001188	EMIST EM30 PULLCART BUNDLE	806200429034A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10339	830000001189	EMIST EM30 PULLCART BUNDLE	806200429026A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10341	830000001191	EMIST EM30 PULLCART BUNDLE	806200520038A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10342	830000001192	EMIST EM30 PULLCART BUNDLE	806200520034A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
21-10343	830000001193	EMIST EM30 PULLCART BUNDLE	806200520024A	1	9/8/2020	4,322.50	083A	9608	4/30/2026	G	6	10	(2,449.42)	1,873.08
17-00658	090000000512	GOLF CART	2842671	1	9/28/2016	4,504.00	009A	0911	4/30/2026	G	10	10	(4,353.87)	150.13
17-00673	090000000513	GOLF CART	2845045	1	9/28/2016	4,504.00	009A	0911	4/30/2026	G	10	10	(4,353.87)	150.13
22-05222	440000339232	LENOVO 300E (1B CELERON TOUCH)	R91349DF	1	7/26/2021	237.50	044A	1091	4/30/2026	G	5	5	(229.58)	7.92
22-05244	440000339254	LENOVO 300E (1B CELERON TOUCH)	R9134SPC	1	7/26/2021	237.50	044A	1091	4/30/2026	G	5	5	(229.58)	7.92
22-05247	440000339257	LENOVO 300E (1B CELERON TOUCH)	R9134SLM	1	7/26/2021	237.50	044A	1091	4/30/2026	G	5	5	(229.58)	7.92
22-05260	440000339270	LENOVO 300E (1B CELERON TOUCH)	R9134SMZ	1	7/26/2021	237.50	044A	1091	4/30/2026	G	5	5	(229.58)	7.92
25-04683	440000426380	TOP LENOVO L14 i7 G4 21H2S5BB00	PW08WBCJ	1	12/31/2024	700.50	044A	2721	4/30/2026	G	1	5	(198.48)	502.02
21-80339	440000333362	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B33	1	6/29/2021	264.50	044A	2721	4/30/2026	G	5	5	(260.09)	4.41
21-80406	440000333429	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B7B	1	6/29/2021	264.50	044A	2721	4/30/2026	G	5	5	(260.09)	4.41
21-80407	440000333430	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B6G	1	6/29/2021	264.50	044A	2721	4/30/2026	G	5	5	(260.09)	4.41
22-32735	440000367955	Laptop, Latitude 3190 2-in-1	GGWV1J3	1	12/3/2021	276.05	044A	2721	4/30/2026	G	4	5	(243.85)	32.20
22-32682	440000367902	Laptop, Latitude 3190 2-in-1	4Y762J3	1	12/3/2021	276.05	044A	2721	4/30/2026	G	4	5	(243.85)	32.20
22-32746	440000367966	Laptop, Latitude 3190 2-in-1	BRVS1J3	1	12/3/2021	276.05	044A	2721	4/30/2026	G	4	5	(243.85)	32.20
22-32679	440000367899	Laptop, Latitude 3190 2-in-1	GQ4V1J3	1	12/3/2021	276.05	044A	2721	4/30/2026	G	4	5	(243.85)	32.20
22-31681	440000366901	Laptop, Latitude 3190 2-in-1	1WQL2J3	1	12/2/2021	276.05	044A	0531	4/30/2026	G	4	5	(243.85)	32.20
22-31643	440000366863	Laptop, Latitude 3190 2-in-1	F6BL2J3	1	12/2/2021	276.05	044A	0531	4/30/2026	G	4	5	(243.85)	32.20
22-31633	440000366853	Laptop, Latitude 3190 2-in-1	FMGM2J3	1	12/2/2021	276.05	044A	0531	4/30/2026	G	4	5	(243.85)	32.20
22-31669	440000366889	Laptop, Latitude 3190 2-in-1	G10L2J3	1	12/2/2021	276.05	044A	0531	4/30/2026	G	4	5	(243.85)	32.20
22-31697	440000366917	Laptop, Latitude 3190 2-in-1	BGP72J3	1	12/2/2021	276.05	044A	0531	4/30/2026	G	4	5	(243.85)	32.20
22-31658	440000366878	Laptop, Latitude 3190 2-in-1	8MRN2J3	1	12/2/2021	276.05	044A	0531	4/30/2026	G	4	5	(243.85)	32.20
				728		1,359,448.52							(1,333,402.83)	26,045.69

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
QUESTIONABLE ITEMS REPORT
DATED : APRIL 30th, 2026

	EQUIP NO	ITEM DESCRIPTION	SERIAL NUMBER	ACQUISITION DATE	CLASS	OLD LOCATION	AGE in Years	EUL in Years	NET BK VAL	BROKEN	OBSOLETE	OTHER	NOTES
1	20-01953	EMIST EM30 PULLCART BUNDLE	806200429032A	3/31/2020	018A	9608	6	7	526.46		X		Beyond Economical Repair
2	21-10330	EMIST EM30 PULLCART BUNDLE	806200429027A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
3	21-10331	EMIST EM30 PULLCART BUNDLE	806200429030A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
4	21-10332	EMIST EM30 PULLCART BUNDLE	806200429029A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
5	21-10333	EMIST EM30 PULLCART BUNDLE	806200429033A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
6	21-10334	EMIST EM30 PULLCART BUNDLE	806200520037A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
7	21-10335	EMIST EM30 PULLCART BUNDLE	806200304001	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
8	21-10336	EMIST EM30 PULLCART BUNDLE	806200429031A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
9	21-10337	EMIST EM30 PULLCART BUNDLE	806200620028A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
10	21-10338	EMIST EM30 PULLCART BUNDLE	806200429034A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
11	21-10339	EMIST EM30 PULLCART BUNDLE	806200429026A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
12	21-10341	EMIST EM30 PULLCART BUNDLE	806200520038A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
13	21-10342	EMIST EM30 PULLCART BUNDLE	806200520034A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
14	21-10343	EMIST EM30 PULLCART BUNDLE	806200520024A	9/8/2020	083A	9608	6	10	1,873.08		X		Beyond Economical Repair
15	17-00658	GOLF CART	2842671	9/28/2016	009A	0911	10	10	150.13		X		Beyond Economical Repair
16	17-00673	GOLF CART	2845045	9/28/2016	009A	0911	10	10	150.13		X		Beyond Economical Repair
17	22-05222	LENOVO 300E (1B CELERON TOUCH)	R91349DF	7/26/2021	044A	1091	5	5	7.92		X		Beyond Economical Repair
18	22-05244	LENOVO 300E (1B CELERON TOUCH)	R9134SPC	7/26/2021	044A	1091	5	5	7.92		X		Beyond Economical Repair
19	22-05247	LENOVO 300E (1B CELERON TOUCH)	R9134SLM	7/26/2021	044A	1091	5	5	7.92		X		Beyond Economical Repair
20	22-05260	LENOVO 300E (1B CELERON TOUCH)	R9134SMZ	7/26/2021	044A	1091	5	5	7.92		X		Beyond Economical Repair
21	25-04683	TOP LENOVO L14 i7 G4 21H2S5BB00	PW08WBCJ	12/31/2024	044A	2721	1	5	502.02		X		Beyond Economical Repair
22	21-80339	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B33	6/29/2021	044A	2721	5	5	4.41		X		Beyond Economical Repair
23	21-80406	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B7B	6/29/2021	044A	2721	5	5	4.41		X		Beyond Economical Repair
24	21-80407	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B6G	6/29/2021	044A	2721	5	5	4.41		X		Beyond Economical Repair
25	22-32735	Laptop, Latitude 3190 2-in-1	GGWV1J3	12/3/2021	044A	2721	4	5	32.20		X		Beyond Economical Repair
26	22-32682	Laptop, Latitude 3190 2-in-1	4Y762J3	12/3/2021	044A	2721	4	5	32.20		X		Beyond Economical Repair
27	22-32746	Laptop, Latitude 3190 2-in-1	BRVS1J3	12/3/2021	044A	2721	4	5	32.20		X		Beyond Economical Repair
28	22-32679	Laptop, Latitude 3190 2-in-1	GQ4V1J3	12/3/2021	044A	2721	4	5	32.20		X		Beyond Economical Repair
29	22-31681	Laptop, Latitude 3190 2-in-1	1WQL2J3	12/2/2021	044A	0531	4	5	32.20		X		Beyond Economical Repair
30	22-31643	Laptop, Latitude 3190 2-in-1	F6BL2J3	12/2/2021	044A	0531	4	5	32.20		X		Beyond Economical Repair
31	22-31633	Laptop, Latitude 3190 2-in-1	FMGM2J3	12/2/2021	044A	0531	4	5	32.20		X		Beyond Economical Repair
32	22-31669	Laptop, Latitude 3190 2-in-1	G10L2J3	12/2/2021	044A	0531	4	5	32.20		X		Beyond Economical Repair
33	22-31697	Laptop, Latitude 3190 2-in-1	BGP72J3	12/2/2021	044A	0531	4	5	32.20		X		Beyond Economical Repair
34	22-31658	Laptop, Latitude 3190 2-in-1	8MRN2J3	12/2/2021	044A	0531	4	5	32.20		X		Beyond Economical Repair
									26,045.69				

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

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

TITLE:

Authorization to Continue Ordinary Expenditures

REQUESTED ACTION:

Approve ordinary expenditures, including salary payments, which are necessary during the period from July 1, 2026, until the date the 2026-27 tentative budget becomes official as authorized by Florida Statutes § 1011.08. District-wide

RATIONALE:

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

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

There is no additional financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Apr 9, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Authorization to Continue Ordinary Expenditures

Board Meeting Date: June 9, 2026

Requested Action:
Approve ordinary expenditures, including salary payments, which are necessary during the period from July 1, 2026, until the date the 2026-27 tentative budget becomes official as authorized by Florida Statutes § 1011.08.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	Not applicable
Statutory Requirement	Florida Statutes § 1011.08 authorizes district school boards to continue ordinary expenditures, including salary payments, from July 1 until the tentative budget is officially adopted.
If the School Board votes "Yes"	The District will be authorized to continue ordinary expenditures, including salary payments, until adoption of the 2026-27 tentative budget.
If the School Board votes "No"	The District may experience operational and payroll disruptions until adoption of the 2026-27 tentative budget.
Alignment to the 2027 Strategic Goals and Guardrails	Business Operations
Measurable Outcome(s)/Return on Investment	Approval of this item will allow the uninterrupted continuation of ordinary District operations, including salary payments, until adoption of the 2026-27 tentative budget

Background/History
Annual approval of this item authorizes the District to continue ordinary expenditures, including salary payments, in accordance with Florida Statutes § 1011.08, until the 2026-27 tentative budget becomes official. The 2026-27 tentative budget is scheduled to be approved at the First Public Budget Hearing on July 28, 2026, and adopted at the Second Public Budget Hearing on September 10, 2026.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method *This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.*	
Agreement Term	Not applicable – no agreement associated with this item
Multi-Year Agreement:	Not applicable
Procurement Method:	Not applicable – no procurement required

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

Budget Impact Summary Statement: This item authorizes the continuation of ordinary expenditures, including salary payments, from July 1, 2026, until adoption of the 2026-27 tentative budget. There is no additional financial impact associated with this item.

New/Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools and departments will continue normal operations, including payroll processing and ordinary expenditures, until adoption of the 2026-27 tentative budget.

School Selection /Prioritization	Not applicable – this item applies districtwide.
Community/ Stakeholder Engagement	This item is administrative in nature and does not require separate stakeholder engagement.
End-User Input	Not applicable – no stakeholder or end-user input is required.
Technology/Capital Expected Lifecycle/Replacement Cycle	Ordinary expenditures may continue until adoption of the 2026-27 tentative budget.

Additional Backup: None

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

Agenda Item Number:	F-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Budget Report for the Period Ended April 30, 2026

REQUESTED ACTION:

Approve the Budget Reports for the period ended April 30, 2026. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- April 2026 Budget Report

FINANCIAL IMPACT:

No additional financial impact.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Apr 8, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Budget Report for the Period Ended April 30, 2026

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Budget Report for the period ended April 30, 2026.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	This item is not specifically required by School Board Policy, but is statutorily required as described below. Regular monthly financial reporting supports the Board's fiscal oversight responsibilities and compliance with the District's financial management and fund balance policies.
Statutory Requirement	This item is required in accordance with Section 1011.06(2), Florida Statutes, which requires monthly statements to be submitted to the School Board showing the revenues, expenditures, and balances of the various funds of the District.
If the School Board votes "Yes"	The Board's approval ensures transparency and compliance with statutory financial reporting requirements and provides a complete record of revenues, expenditures, and fund balances. The report supports monitoring of fiscal trends and evaluation of budget performance.
If the School Board votes "No"	Failure to approve may delay public transparency, disrupt monitoring of fund balances and spending patterns, and risk non-compliance with Section 1011.06(2), Florida Statutes. It may also delay the use of financial information for budget amendments, year-end projections, and required state reporting.
Alignment to the 2027 Strategic Goals and Guardrails	Business Operations
Measurable Outcome(s)/Return on Investment	Provides financial transparency, supports statutory compliance, and enables oversight of budget implementation, fund balance levels, and long-term sustainability aligned with the District's Strategic Plan

Background/History
The FY 2025-26 budgets were adopted by the School Board on September 9, 2025. Following adoption, amendments are processed as necessary to reflect changes in revenues, expenditures, and funding allocations and are reported to the Board through monthly financial reports.

The attached Budget Report presents the adopted and amended budgets compared to actual revenues earned and expenditures incurred through April 30, 2026, and provides a point-in-time snapshot of the District's financial position. The April report includes updates associated with additional cost impacts. The net result of those updates was a positive $8.7 million impact on the general fund.

All financial activity is recorded in accordance with applicable accounting standards and is subject to annual independent external audit. When applicable, the report reflects budget amendments resulting from changes in funding sources, program needs, or operational requirements.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Contract Term:	Not applicable – no contract associated with this item
Multi-Year Agreement:	Not applicable
Procurement Method:	Not applicable – informational report only

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

Budget Impact Summary Statement:
This item is informational in nature and does not authorize additional spending. The Budget Report reflects revenues earned and expenditures incurred through April 30, 2026, across all major District funds.

Based on financial activity recorded to date and approved budget amendments reflected in this report, the District continues to project a reduction in the General Fund's fund balance for FY 2025-26 compared to the adopted budget. This projected reduction reflects ongoing enrollment declines, related adjustments to State funding, and expenditure pressures within the fiscal year. These financial pressures are structural and require continued alignment of staffing and expenditure levels with enrollment trends.

To preserve fiscal stability and ensure compliance with the State's minimum 3 percent General Fund fund balance requirement, the District has implemented a hiring freeze

and travel freeze and continues to review expenditure controls. In addition, the School Board approved the closure and consolidation of six schools, effective next school year, to better align facility utilization and operating costs with enrollment levels. Subsequent to the April 30 reporting period, the School Board also approved the Superintendent's 2026-27 organizational chart, which includes a reduction of approximately 1,000 central office positions as part of the District's continued effort to align staffing and operating costs with projected revenues and enrollment trends.

While current projections indicate the District will remain above the State's 3 percent minimum requirement at fiscal year-end, the available margin remains limited, with the projected combined Assigned and Unassigned General Fund fund balance at approximately 3.36 percent. This limited margin provides minimal flexibility to absorb additional financial pressures during the remainder of the fiscal year.

District leadership will monitor revenue collections, spending patterns, and fund balance levels and will continue to provide the School Board with updates through future budget reports.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority (Subject to Board Budget Approval)			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	This Budget Report supports the School Board's oversight of financial resources used to support schools and provides early insight into expenditure and funding trends that may affect school operations later in the fiscal year.
School Selection /Prioritization	This Budget Report is districtwide in nature and does not involve the selection or prioritization of individual schools. The report provides an overall financial perspective to support equitable resource management across all schools.
Community/ Stakeholder Engagement	This item is a statutory monthly Budget Report based on budget and accounting records and does not involve discretionary decisions.
End-User Input	Not applicable – no stakeholder or end-user input is required.
Technology/Capital Expected Lifecycle/Replacement Cycle	The Budget Report reflects capital fund activity but does not authorize new technology, equipment, or facility expenditures.

Additional Backup:
The April 2026 Budget Report is attached and includes both summary and detailed financial statements for the General Fund, Referendum Fund, Debt Service, Capital Projects, and Special Revenue funds, including Food Service, Grants, and Miscellaneous funds.

The report provides:

- Adopted and amended budgets through April 30, 2026;
- Year-to-date revenues and expenditures by object and function;
- Fund balance analysis reflecting the projected year-end positions; and
- Explanatory notes describing significant changes or variances.

This report provides a cumulative record of District financial activity for the fiscal year through April 30, 2026, and supports ongoing School Board oversight of revenues, expenditures, and fund balances in accordance with statutory requirements and internal fiscal controls. Monthly budget reporting continues throughout the fiscal year and culminates with the Superintendent's Annual Financial Report (SAFR) following the year-end financial closing.

BROWARD COUNTY

PUBLIC SCHOOLS

BUDGET REPORT

For the Period Ended April 30, 2026

Prepared by Financial Management

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

GENERAL FUND ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	2,021,638	(21,638)	101.1%
Federal Through State	11,996,500	11,996,500	11,996,500		-	10,854,639	1,141,861	90.5%
State Sources	983,303,878	968,331,488	968,331,488			821,606,590	146,724,898	84.8%
Local Sources	1,347,470,567	1,353,764,981	1,353,764,981			1,288,499,803	65,265,178	95.2%
Other Sources	213,056,123	213,056,123	213,056,123			194,388,910	18,667,213	91.2%
Charter School Pass-Through [1]	(444,305,175)	(439,553,521)	(439,553,521)			(363,830,784)	(75,722,737)	82.8%
TOTAL REVENUES & TRANSFERS	**2,113,521,893**	**2,109,595,571**	**2,109,595,571**		**-**	**1,953,540,796**	**156,054,775**	**92.6%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	1,181,642,857	1,194,516,406	1,194,574,306	**A**	57,900	1,061,840,482	132,733,824	88.9%
Benefits	496,687,048	500,472,847	500,486,106	**A**	13,259	474,449,295	26,036,811	94.8%
Purchased Services	654,962,357	672,696,429	658,715,428	**B**	(13,981,001)	582,049,484	76,665,944	88.4%
Energy Services	70,181,637	70,181,637	70,181,637			48,855,945	21,325,692	69.6%
Materials and Supplies	80,940,041	91,722,476	96,922,476	**C**	5,200,000	48,794,119	48,128,357	50.3%
Capital Outlay	27,744,326	27,744,326	27,744,326			24,216,354	3,527,972	87.3%
Other Expenses	45,847,367	46,447,367	46,447,367			31,001,182	15,446,185	66.7%
Transfers Out	40,000	466,253	466,253			426,253	40,000	91.4%
Charter School Pass-Through [1]	(444,305,175)	(439,553,521)	(439,553,521)		-	(363,830,784)	(75,722,737)	82.8%
TOTAL ESTIMATED EXPENDITURES	**2,113,740,458**	**2,164,694,220**	**2,155,984,378**		**(8,709,842)**	**1,907,802,330**	**248,182,048**	**88.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(55,098,649)**	**(46,388,807)**		**8,709,842**	**45,738,466**	**(92,127,273)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**			**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000		-	250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**			**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(218,565)**	**(55,098,649)**	**(46,388,807)**			**45,738,466**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**401,024,606**	**409,734,448**			**501,861,721**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

GENERAL FUND ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	2,021,638	(21,638)	101%
Federal Through State	11,996,500	11,996,500	11,996,500		-	10,854,639	1,141,861	90.5%
State Sources	983,303,878	968,331,488	968,331,488			821,606,590	146,724,898	84.8%
Local Sources	1,347,470,567	1,353,764,981	1,353,764,981			1,288,499,803	65,265,178	95.2%
Other Sources	213,056,123	213,056,123	213,056,123			194,388,910	18,667,213	91.2%
Charter School Pass-Through [1]	(444,305,175)	(439,553,521)	(439,553,521)			(363,830,784)	(75,722,737)	82.8%
TOTAL REVENUES & TRANSFERS	**2,113,521,893**	**2,109,595,571**	**2,109,595,571**		**-**	**1,953,540,796**	**156,054,775**	**92.6%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	1,657,872,419	1,685,969,875	1,677,260,033	A,B,C	(8,709,842)	1,410,066,716	267,193,317	84.1%
Pupil Services	103,880,312	112,984,218	112,984,218			137,753,020	(24,768,802)	121.9%
Instructional Media	25,556,301	25,556,301	25,556,301			22,357,391	3,198,910	87.5%
Instruction & Curriculum	37,152,538	37,152,538	37,152,538			28,747,773	8,404,765	77.4%
Instructional Staff Training	6,495,532	6,495,532	6,495,532			4,169,535	2,325,997	64.2%
Instructional Technology	35,911,876	39,170,926	39,170,926			31,241,764	7,929,162	79.8%
Board Expenses-Contracted Svs	7,819,790	7,819,790	7,819,790			6,514,912	1,304,878	83.3%
General Administration	12,837,196	13,259,303	13,259,303			10,094,226	3,165,077	76.1%
School Administration	147,187,700	147,187,700	147,187,700			135,343,434	11,844,266	92.0%
Facilities	20,145,000	20,145,000	20,145,000			15,409,657	4,735,343	76.5%
Fiscal Services	10,511,838	10,996,489	10,996,489			(2,823,352)	13,819,841	-25.7%
Food Services	-	-	-			-	-	0.0%
Central Services	67,590,512	67,590,512	67,590,512			73,204,531	(5,614,019)	108.3%
Transportation	95,938,111	95,447,703	95,447,703			90,723,213	4,724,490	95.1%
Operation of Plant	214,491,729	215,080,068	215,080,068			187,347,108	27,732,960	87.1%
Maintenance of Plant	73,876,457	73,876,457	73,876,457			85,180,016	(11,303,559)	115.3%
Administrative Technology	19,187,319	19,187,319	19,187,319			19,289,753	(102,434)	100.5%
Community Services	9,894,424	14,205,178	14,205,178			14,706,917	(501,739)	103.5%
Debt Service	11,656,579	11,656,579	11,656,579			1,880,247	9,776,332	16.1%
Transfers Out	40,000	466,253	466,253			426,253	40,000	91.4%
Proprietary and Fiduciary Expense	-	-	-			-	-	0.0%
Charter School Pass-Through [1]	(444,305,175)	(439,553,521)	(439,553,521)			(363,830,784)	(75,722,737)	82.8%
TOTAL ESTIMATED EXPENDITURES	**2,113,740,458**	**2,164,694,220**	**2,155,984,378**		**(8,709,842)**	**1,907,802,330**	**248,182,048**	**88.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(55,098,649)**	**(46,388,807)**		**8,709,842**	**45,738,466**	**(92,127,273)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**			**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000		-	250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**			**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES		**(55,098,649)**	**(46,388,807)**			**45,738,466**		
ESTIMATED ENDING FUND BALANCE	**205,958,255**	**401,024,606**	**409,734,448**			**501,861,721**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

REFERENDUM ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources								
Federal Through State								
State Sources								
Local Sources	333,273,519	326,608,049	326,608,049			312,270,207	14,337,842	95.6%
Other Sources								
Charter School Pass-Through [1]	(70,285,997)	(66,480,277)	(66,480,277)			(58,486,837)	(7,993,440)	88.0%
TOTAL REVENUES & TRANSFERS	**262,987,522**	**260,127,772**	**260,127,772**		-	**253,783,370**	**6,344,402**	**97.6%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	168,337,533	166,010,641	166,010,641			139,479,914	26,530,727	84.0%
Benefits	41,905,059	41,372,201	41,372,201			33,389,886	7,982,315	80.7%
Purchased Services	121,536,879	117,731,159	117,731,159			104,251,676	13,479,483	88.6%
Energy Services						-		
Materials and Supplies	23,105	23,105	23,105			-	23,105	0.0%
Capital Outlay[2]	1,459,998	1,459,998	1,459,998			-	1,459,998	0.0%
Other Expenses	10,945	10,945	10,945			-	10,945	
Transfers Out								
Charter School Pass-Through [1]	(70,285,997)	(66,480,277)	(66,480,277)		-	(58,486,837)	(7,993,440)	88.0%
TOTAL ESTIMATED EXPENDITURES	**262,987,522**	**260,127,772**	**260,127,772**		-	**218,634,639**	**41,493,133**	**84.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	-	-	-		-	**35,148,731**	**(35,148,731)**	
BEGINNING FUND BALANCE		-	-			-		
NET REVENUE OVER/(UNDER) EXPENDITURES	-	-	-			**35,148,731**		
ESTIMATED ENDING FUND BALANCE	-	-	-			**35,148,731**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

REFERENDUM ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources								
Federal Through State								
State Sources								
Local Sources	333,273,519	326,608,049	326,608,049		-	312,270,207	14,337,842	95.6%
Other Sources								
Charter School Pass-Through [1]	(70,285,997)	(66,480,277)	(66,480,277)		-	(58,486,837)	(7,993,440)	88.0%
TOTAL REVENUES & TRANSFERS	**262,987,522**	**260,127,772**	**260,127,772**		**-**	**253,783,370**	**6,344,402**	**97.6%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	220,784,582	215,335,317	215,335,317			184,431,780	30,903,537	85.6%
Pupil Services	48,202,329	48,202,329	48,202,329			32,747,891	15,454,438	67.9%
Instructional Media	-	-	-				-	0.0%
Instruction & Curriculum	1,369,320	980,134	980,134			2,701,156	(1,721,022)	275.6%
Instructional Staff Training	-	-	-			-	-	0.0%
Instructional Technology	1,945,895	1,945,895	1,945,895			1,845,803	100,092	94.9%
Board Expenses	161,168	161,168	161,168			132,947	28,221	82.5%
General Administration	776,141	776,141	776,141			1,194,576	(418,435)	153.9%
School Administration	7,727,705	7,727,705	7,727,705			5,906,337	1,821,368	76.4%
Facilities	-	-	-			-	-	0.0%
Fiscal Services	633,428	633,428	633,428			501,894	131,534	79.2%
Food Services	-	-	-			-	-	0.0%
Central Services	7,727,705	7,727,705	7,727,705			5,168,761	2,558,944	66.9%
Transportation	3,017,118	3,017,118	3,017,118			2,533,769	483,349	84.0%
Operation of Plant	37,789,634	36,962,615	36,962,615			37,338,678	(376,063)	101.0%
Maintenance of Plant	3,084,179	3,084,179	3,084,179			2,460,681	623,498	79.8%
Administrative Technology	44,785	44,785	44,785			157,203	(112,418)	351.0%
Community Services	9,530	9,530	9,530			-	9,530	0.0%
Debt Service								
Transfers Out								
Proprietary and Fiduciary Expense								
Charter School Pass-Through [1]	(70,285,997)	(66,480,277)	(66,480,277)		-	(58,486,837)	(7,993,440)	88.0%
TOTAL ESTIMATED EXPENDITURES	**262,987,522**	**260,127,772**	**260,127,772**		**-**	**218,634,639**	**41,493,133**	**84.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**35,148,731**	**(35,148,731)**	
BEGINNING FUND BALANCE	**-**	**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**35,148,731**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**35,148,731**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

GENERAL FUND & REFERENDUM COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	2,021,638	(21,638)	101.1%
Federal Through State	11,996,500	11,996,500	11,996,500		-	10,854,639	1,141,861	90.5%
State Sources	983,303,878	968,331,488	968,331,488		-	821,606,590	146,724,898	84.8%
Local Sources	1,680,744,086	1,680,373,030	1,680,373,030		-	1,600,770,010	79,603,020	95.3%
Other Sources	213,056,123	213,056,123	213,056,123		-	194,388,910	18,667,213	91.2%
Charter School Pass-Through [1]	(514,591,172)	(506,033,798)	(506,033,798)		-	(422,317,621)	(83,716,177)	83.5%
TOTAL REVENUES & TRANSFERS	**2,376,509,415**	**2,369,723,343**	**2,369,723,343**		**-**	**2,207,324,166**	**162,399,177**	**93.1%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	1,349,980,390	1,360,527,047	1,360,584,947	**A**	57,900	1,201,320,396	159,264,551	88.3%
Benefits	538,592,107	541,845,048	541,858,307	**A**	13,259	507,839,181	34,019,126	93.7%
Purchased Services	776,499,236	790,427,588	776,446,587	**B**	(13,981,001)	686,301,160	90,145,427	88.4%
Energy Services	70,181,637	70,181,637	70,181,637		-	48,855,945	21,325,692	69.6%
Materials and Supplies	80,963,146	91,745,581	96,945,581	**C**	5,200,000	48,794,119	48,151,462	50.3%
Capital Outlay	29,204,324	29,204,324	29,204,324		-	24,216,354	4,987,970	82.9%
Other Expenses	45,858,312	46,458,312	46,458,312		-	31,001,182	15,457,130	66.7%
Transfers Out	40,000	466,253	466,253		-	426,253	40,000	91.4%
Charter School Pass-Through [1]	(514,591,172)	(506,033,798)	(506,033,798)		-	(422,317,621)	(83,716,177)	83.5%
TOTAL ESTIMATED EXPENDITURES	**2,376,727,980**	**2,424,821,992**	**2,416,112,150**		**(8,709,842)**	**2,126,436,969**	**289,675,181**	**88.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(55,098,649)**	**(46,388,807)**		**8,709,842**	**80,887,197**	**(127,276,004)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**		**-**	**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000			250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**		**-**	**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(218,565)**	**(55,098,649)**	**(46,388,807)**		**-**	**80,887,197**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**401,024,606**	**409,734,448**		**-**	**537,010,452**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026
FOR FISCAL YEAR 2025-26
GENERAL FUND & REFERENDUM COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	2,021,638	(21,638)	101.1%
Federal Through State	11,996,500	11,996,500	11,996,500		-	10,854,639	1,141,861	90.5%
State Sources	983,303,878	968,331,488	968,331,488		-	821,606,590	146,724,898	84.8%
Local Sources	1,680,744,086	1,680,373,030	1,680,373,030		-	1,600,770,010	79,603,020	95.3%
Other Sources	213,056,123	213,056,123	213,056,123		-	194,388,910	18,667,213	91.2%
Charter School Pass-Through [1]	(514,591,172)	(506,033,798)	(506,033,798)		-	(422,317,621)	(83,716,177)	83.5%
TOTAL REVENUES & TRANSFERS	**2,376,509,415**	**2,369,723,343**	**2,369,723,343**		**-**	**2,207,324,166**	**162,399,177**	**93.1%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	1,878,657,001	1,901,305,192	1,892,595,350	A,B,C	(8,709,842)	1,594,498,496	298,096,854	84.2%
Pupil Services	152,082,641	161,186,547	161,186,547		-	170,500,911	(9,314,364)	105.8%
Instructional Media	25,556,301	25,556,301	25,556,301		-	22,357,391	3,198,910	87.5%
Instruction & Curriculum	38,521,858	38,132,672	38,132,672		-	31,448,929	6,683,743	82.5%
Instructional Staff Training	6,495,532	6,495,532	6,495,532		-	4,169,535	2,325,997	64.2%
Instructional Technology	37,857,771	41,116,821	41,116,821		-	33,087,567	8,029,254	80.5%
Board Expenses-Contracted Svs	7,980,958	7,980,958	7,980,958		-	6,647,859	1,333,099	83.3%
General Administration	13,613,337	14,035,444	14,035,444		-	11,288,802	2,746,642	80.4%
School Administration	154,915,405	154,915,405	154,915,405		-	141,249,771	13,665,634	91.2%
Facilities	20,145,000	20,145,000	20,145,000		-	15,409,657	4,735,343	76.5%
Fiscal Services	11,145,266	11,629,917	11,629,917		-	(2,321,458)	13,951,375	-20.0%
Food Services	-	-	-		-	-	-	0.0%
Central Services	75,318,217	75,318,217	75,318,217		-	78,373,292	(3,055,075)	104.1%
Transportation	98,955,229	98,464,821	98,464,821		-	93,256,982	5,207,839	94.7%
Operation of Plant	252,281,363	252,042,683	252,042,683		-	224,685,786	27,356,897	89.1%
Maintenance of Plant	76,960,636	76,960,636	76,960,636		-	87,640,697	(10,680,061)	113.9%
Administrative Technology	19,232,104	19,232,104	19,232,104		-	19,446,956	(214,852)	101.1%
Community Services	9,903,954	14,214,708	14,214,708		-	14,706,917	(492,209)	103.5%
Debt Service	11,656,579	11,656,579	11,656,579		-	1,880,247	9,776,332	16.1%
Transfers Out	40,000	466,253	466,253		-	426,253	40,000	91.4%
Proprietary and Fiduciary Expense	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(514,591,172)	(506,033,798)	(506,033,798)		-	(422,317,621)	(83,716,177)	83.5%
TOTAL ESTIMATED EXPENDITURES	**2,376,727,980**	**2,424,821,992**	**2,416,112,150**		**(8,709,842)**	**2,126,436,969**	**289,675,181**	**88.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(55,098,649)**	**(46,388,807)**		**8,709,842**	**80,887,197**	**(127,276,004)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**		**-**	**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000			250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**		**-**	**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(218,565)**	**(55,098,649)**	**(46,388,807)**		**-**	**80,887,197**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**401,024,606**	**409,734,448**		**-**	**537,010,452**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BUDGET AMENDMENTS as of APRIL 30, 2026
FOR FISCAL YEAR 2025-26
AMENDED FUNDS

Revenue - General Fund Only

GENERAL FUND AMENDMENT #7	Notes	Traditional	Charter	Total
None				-
Total Revenue		**-**	**-**	**-**

Appropriations - General Fund Only

Appropriation Adjustments - General Fund Only

By Object		Notes	Traditional	Charter	Total
Salaries	AICE/IB Coordinator Bonus	A	57,900		57,900
Benefits	AICE/IB Coordinator Bonus	A	13,259		13,259
Purchased Services	Accrual PY Adjustment	B	(13,981,001)		(13,981,001)
Materials and Supplies	Cambridge Tests	C	5,200,000		5,200,000
Total	**By Object**		**(8,709,842)**	**-**	**(8,709,842)**

Appropriations - General Fund Only

Appropriation Adjustments - General Fund Only

By Function		Notes	Amount	Sub-Total	Total
Instruction	AICE/IB Coordinator Bonus	A	71,159		71,159
Instruction	Accrual PY Adjustment	B	(13,981,001)		(13,981,001)
Instruction	Cambridge Tests	C	5,200,000		5,200,000
Total	**By Function**		**(8,709,842)**	**-**	**(8,709,842)**

Budget Amendment #7 Net Impact

GENERAL FUND AMENDMENT #7		
Revenue Sources - General Fund Only	Revenue	-
Appropriation Adjustments - General Fund Only	Less Appropriations	(8,709,842)
Budget Net Impact		**8,709,842**

A AICE/IB Coordinator Bonus Payments were provided to employees.

B This negative appropriation reflects the reversal of accrued expenses from the prior year. Expenses and budget are reduced. This is completed now clearing out liability accounts so that year end expenses can be accrued for the coming year end.

C Academic Acceleration-Cambridge test expense added to Secondary Learning Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FUND BALANCE ANALYSIS as of APRIL 30, 2026
FOR FISCAL YEAR 2025-26
GENERAL FUND COMBINED

	Adopted Budget	Net Position As of April 30, 2026	Projected For June 30, 2026
Nonspendable:			
Inventories:			
General Fund	$ 12,884,000	$ 12,884,000	$ 12,884,000
Prepaids	20,117,000	20,117,000	-
Total Nonspendable	**$ 33,001,000**	**$ 33,001,000**	**$ 12,884,000**
Restricted:			
State Required Carryover Programs	$ 1,384,000	$ -	$ -
Workforce Development	1,870,000	-	-
Total Restricted	**$ 3,254,000**	**$ -**	**$ -**
Committed:			
Self Insurance	$ 54,327,000	$ 54,327,000	$ 54,327,000
Total Committed	**$ 54,327,000**	**$ 54,327,000**	**$ 54,327,000**
Assigned:			
School Operations - Encumbrances	$ 1,341,000	$ 1,341,000	$ 1,341,000
OPEB	5,752,000	5,752,000	5,752,000
Other Assigned	53,460,000	53,460,000	53,460,000
Total Assigned	**$ 60,553,000**	**$ 60,553,000**	**$ 60,553,000**
Unassigned:	$ 54,823,000	$ 16,888,193	$ 19,244,561
Total Unassigned	**$ 54,823,000**	**$ 16,888,193**	**$ 19,244,561**
Sub-Total: Assigned and Unassigned Fund Balance	**$ 115,376,000**	**$ 77,441,193**	**$ 79,797,561**
Total Fund Balance	**$ 205,958,000**	**$ 164,769,193**	**$ 147,008,561**
Adjustment to Fund Balance	(218,565)		
Beginning net Position restated	**$ 205,739,435**	**$ 164,769,193**	**$ 147,008,561**
Projected Revenue	**$ 2,376,681,579**	**$ 2,369,723,343**	**$ 2,376,681,581**
Total Adopted Fund Balance %	**8.66%**		
Current Total Net Position %		**6.95%**	
Projected Total Year-End Fund Balance %			**6.19%**
Total Assigned and Unassigned Fund Balance	**$ 115,376,000**	**$ 77,441,193**	**$ 79,797,561**
Adopted Assigned and Unassigned Fund Balance %	**4.85%**		
Current Net Position %		**3.27%**	
Year-End Assigned and Unassigned Fund Balance %			**3.36%**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

DEBT SERVICE FUNDS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
State	$ 549,395	$ 546,470	$ 546,470		$ -	$ -	$ 546,470	0.0%
Local	54,823,494	48,530,117	48,530,117		-	52,879,779	(4,349,662)	109.0%
Other Sources	183,179,211	197,070,509	197,070,509		-	40,306,804	156,763,705	20.5%
TOTAL REVENUES & TRANSFERS	**$ 238,552,100**	**$ 246,147,096**	**$ 246,147,096**		**$ -**	**$ 93,186,583**	**$ 152,960,513**	**37.9%**
ESTIMATED EXPENDITURES BY OBJECT:								
Redemption of Principal	139,566,063	146,735,077	146,735,077		-	11,434,278	135,300,799	7.8%
Interest	89,554,267	96,296,365	96,296,365		-	45,276,996	51,019,369	47.0%
Dues and Fees	2,128,100	2,126,800	2,126,800		-	34,108	2,092,692	1.6%
Other Debt Service	-	-	-		-	-	-	0.0%
Capital Expenses	-	-	-		-	-	-	0.0%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**231,248,430**	**245,158,242**	**245,158,242**		**-**	**56,745,382**	**188,412,860**	**23.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**7,303,670**	**988,854**	**988,854**			**36,441,201**	**(35,452,347)**	
BEGINNING FUND BALANCE	**46,442,496**	**46,442,496**	**46,442,496**			**46,442,496**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**7,303,670**	**988,854**	**988,854**		**-**	**36,441,201**		
ESTIMATED ENDING FUND BALANCE	**53,746,166**	**47,431,350**	**47,431,350**		**-**	**82,883,697**		

NOTES:

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Debt Service	231,248,430	245,158,242	245,158,242		-	56,745,382	188,412,860	23.1%
TOTAL ESTIMATED EXPENDITURES	**231,248,430**	**245,158,242**	**245,158,242**		**-**	**56,745,382**	**188,412,860**	**23.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**7,303,670**	**988,854**	**988,854**			**36,441,201**	**(35,452,347)**	
BEGINNING FUND BALANCE	**46,442,496**	**46,442,496**	**46,442,496**			**46,442,496**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**7,303,670**	**988,854**	**988,854**		**-**	**36,441,201**		
ESTIMATED ENDING FUND BALANCE	**53,746,166**	**47,431,350**	**47,431,350**		**-**	**82,883,697**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

CAPITAL PROJECTS FUNDS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Through State						8,372	(8,372)	0.0%
State Sources	54,982,236	54,982,236	54,982,236		-	27,843,324	27,138,912	50.6%
Local Sources	512,065,279	512,065,279	512,065,279		-	504,688,418	7,376,861	98.6%
Other Sources	116,308,714	116,308,714	116,308,714		-	779,877	115,528,837	0.7%
Charter School Pass-Through [1]	(56,779,337)	(57,782,332)	(57,782,332)		-	-	(57,782,332)	0.0%
TOTAL REVENUES & TRANSFERS	**626,576,892**	**625,573,897**	**625,573,897**		**-**	**533,319,991**	**92,253,906**	**85.3%**
ESTIMATED EXPENDITURES BY OBJECT:								
Library Books	-	-	-		-	-	-	0.0%
Audio Visual Materials	-	-	-		-	800	(800)	0.0%
Building & Fixed Equipment	118,835,629	118,835,629	118,835,629		-	19,004,776	99,830,853	16.0%
Furniture, Fixtures & Equipment	75,883,767	75,883,767	75,883,767		-	64,951,381	10,932,386	85.6%
Motor Vehicles	59,354,050	59,354,050	59,354,050		-	17,045,253	42,308,797	28.7%
Land	-	-	-		-	57,413	(57,413)	0.0%
Other Improvements	15,593,327	15,593,327	15,593,327		-	9,448,427	6,144,900	60.6%
Remodeling & Renovations	500,076,240	499,073,245	499,073,245		-	131,539,983	367,533,262	26.4%
Computer Software	3,000,000	3,000,000	3,000,000		-	814,339	2,185,661	27.1%
Dues & Fees, Miscellaneous	24,680,529	25,683,524	25,683,524		-	26,250,298	(566,774)	102.2%
Transfers Out	396,235,334	396,235,334	396,235,334		-	232,644,352	163,590,982	58.7%
Charter School Pass-Through [1]	(56,779,337)	(57,782,332)	(57,782,332)		-	-	(57,782,332)	0.0%
TOTAL ESTIMATED EXPENDITURES	**1,136,879,539**	**1,135,876,544**	**1,135,876,544**		**-**	**501,757,022**	**634,119,522**	**44.2%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**		**-**	**31,562,969**	**(541,865,616)**	
BEGINNING FUND BALANCE [2]	**510,302,647**	**510,302,647**	**510,302,647**			**510,302,647**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**			**31,562,969**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**541,865,616**		

0

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Facilities	1,193,658,876	1,193,658,876	1,193,658,876		-	501,757,022	691,901,854	42.0%
Charter School Pass-Through [1]	(56,779,337)	(57,782,332)	(57,782,332)		-	-	(57,782,332)	0.0%
TOTAL ESTIMATED EXPENDITURES	**1,136,879,539**	**1,135,876,544**	**1,135,876,544**		**-**	**501,757,022**	**634,119,522**	**44.2%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**		**-**	**31,562,969**	**(541,865,616)**	
BEGINNING FUND BALANCE [2]	**510,302,647**	**510,302,647**	**510,302,647**			**510,302,647**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**			**31,562,969**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**541,865,616**		

NOTES:

[1] Charter schools funding is excluded as pass-through funding. This amount includes both State funding transferred to the General Fund ($32M) and Local Tax Funding ($26M) expensed directly.

[2] The capital fund balance is fully committed to the completion of capital projects. The fund balance also includes capital reserves.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - FOOD SERVICE

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Through State	107,241,503	107,241,503	107,241,503		-	80,057,846	27,183,657	74.7%
State	974,522	974,522	974,522		-	979,753	(5,231)	100.5%
Local	18,969,430	18,969,430	18,969,430		-	14,430,627	4,538,803	76.1%
Other Sources	-	-	-		-	127,757	(127,757)	0.0%
Transfers In	-	127,757	127,757		-	52,088	75,669	40.8%
TOTAL REVENUES & TRANSFERS	**127,185,455**	**127,313,212**	**127,313,212**		**-**	**95,648,071**	**31,665,141**	**75.1%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	38,122,112	38,122,112	38,122,112		-	29,890,419	8,231,693	78.4%
Employee Benefits	24,508,432	24,508,432	24,508,432		-	18,974,754	5,533,678	77.4%
Purchased Services	8,342,694	8,342,694	8,342,694		-	6,412,634	1,930,060	76.9%
Energy Services	2,219,561	2,219,561	2,219,561		-	1,797,005	422,556	81.0%
Material and Supplies	65,268,237	65,268,237	65,268,237		-	48,165,509	17,102,728	73.8%
Capital Expenses	3,863,004	3,863,004	3,863,004		-	2,516,265	1,346,739	65.1%
Other Expenses	4,543,597	4,543,597	4,543,597		-	3,826,389	717,208	84.2%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**146,867,637**	**146,867,637**	**146,867,637**		**-**	**111,582,975**	**35,284,662**	**76.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(15,934,904)**	**(3,619,521)**	
BEGINNING FUND BALANCE	**37,207,983**	**37,207,983**	**37,207,983**		**-**	**37,207,983**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(15,934,904)**		
ESTIMATED ENDING FUND BALANCE	**17,525,801**	**17,653,558**	**17,653,558**		**-**	**21,273,079**		
PERCENTAGE OF FUND BALANCE OVER REVENUE	**16.3%**							

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Food Services	146,867,637	146,867,637	146,867,637		-	111,582,975	35,284,662	76.0%
								0.0%
TOTAL ESTIMATED EXPENDITURES	**146,867,637**	**146,867,637**	**146,867,637**		**-**	**111,582,975**	**35,284,662**	**76.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(15,934,904)**	**(3,619,521)**	
BEGINNING FUND BALANCE	**37,207,983**	**37,207,983**	**37,207,983**			**37,207,983**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**			**(15,934,904)**		
ESTIMATED ENDING FUND BALANCE	**17,525,801**	**17,653,558**	**17,653,558**			**21,273,079**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	29,641,845	(10,788,315)	157.2%
Federal Through State	198,926,882	198,926,882	198,926,882		-	139,659,724	59,267,158	70.2%
State	7,484,718	7,484,718	7,484,718		-	3,587,639	3,897,079	47.9%
Local	1,456,080	1,456,080	1,456,080		-	2,610,654	(1,154,574)	179.3%
Other Sources	-	-	-		-	-	0	0.0%
Transfers In	40,000	40,000	40,000		-	-	40,000	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL REVENUES & TRANSFERS	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**165,563,393**	**44,022,606**	**79.0%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	101,093,902	101,093,902	101,093,902		-	88,394,349	12,699,553	87.4%
Employee Benefits	43,845,736	43,845,736	43,845,736		-	42,273,594	1,572,142	96.4%
Purchased Services	55,911,984	55,911,984	55,911,984		-	23,691,973	32,220,011	42.4%
Energy Services						0		0.0%
Material and Supplies	5,666,911	5,666,911	5,666,911		-	2,056,899	3,610,012	36.3%
Capital Expenses	7,869,247	7,869,247	7,869,247		-	2,737,987	5,131,260	34.8%
Other Expenses	12,373,430	12,373,430	12,373,430		-	15,934,585	(3,561,155)	128.8%
Transfers Out								0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL ESTIMATED EXPENDITURES	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**165,152,918**	**44,433,081**	**78.8%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**410,475**	**(410,475)**	
BEGINNING FUND BALANCE	**-**	**-**	**-**		**-**	**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**		**-**	**410,475**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**		**-**	**410,475**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	29,641,845	(10,788,315)	157.2%
Federal Through State	198,926,882	198,926,882	198,926,882		-	139,659,724	59,267,158	70.2%
State	7,484,718	7,484,718	7,484,718		-	3,587,639	3,897,079	47.9%
Local	1,456,080	1,456,080	1,456,080		-	2,610,654	(1,154,574)	179.3%
Other Sources	-	-	-		-	-	0	0.0%
Transfers In	40,000	40,000	40,000		-	-	40,000	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL REVENUES & TRANSFERS	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**165,563,393**	**44,022,606**	**79.0%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	134,941,897	134,941,897	134,941,897		-	101,827,311	33,114,586	75.5%
Pupil Services	14,107,005	14,107,005	14,107,005		-	11,654,215	2,452,790	82.6%
Instructional Media	0	0	0		-	-	-	0.0%
Instruction & Curriculum	33,288,624	33,288,624	33,288,624		-	24,049,827	9,238,797	72.2%
Instructional Staff Training	28,775,108	28,775,108	28,775,108		-	18,846,404	9,928,704	65.5%
Instructional Technology	189,060	189,060	189,060		-	5,439	183,621	2.9%
Board Expenses-Contracted Svs	0	0	0		-	-	-	0.0%
General Administration	11,286,666	11,286,666	11,286,666		-	10,026,130	1,260,536	88.8%
School Administration	488,506	488,506	488,506		-	2,881	485,625	0.6%
Facilities	289,889	289,889	289,889		-	189,274	100,615	65.3%
Fiscal Services	4,955	4,955	4,955		-	-	4,955	0.0%
Food Services	0	0	0		-	-	-	0.0%
Central Services	601,173	601,173	601,173		-	455,289	145,884	75.7%
Transportation	497,482	497,482	497,482		-	361,405	136,077	72.6%
Operation of Plant	295,542	295,542	295,542		-	92,853	202,689	31.4%
Maintenance of Plant	0	0	0		-	-	-	0.0%
Administrative Technology	61,024	61,024	61,024		-	56,491	4,533	92.6%
Community Services	1,934,279	1,934,279	1,934,279		-	7,521,868	(5,587,589)	388.9%
Debt Service								0.0%
Transfers Out								0.0%
Proprietary and Fiduciary Expense								0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL ESTIMATED EXPENDITURES	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**165,152,918**	**44,433,081**	**78.8%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**410,475**	**(410,475)**	
BEGINNING FUND BALANCE	**-**	**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**410,475**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**410,475**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - MISCELLANEOUS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Through State								
State								
Local					-	-	-	0.0%
Other Sources								
TOTAL REVENUES & TRANSFERS	**0**	**0**	**0**		**-**	**-**	**0**	**0.0%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries								
Employee Benefits								
Purchased Services	45,000	45,000	45,000		-	-	45,000	0.0%
Energy Services								
Material and Supplies								
Capital Expenses	515,000	515,000	515,000		-	-	515,000	0.0%
Other Expenses								
Transfers Out								
TOTAL ESTIMATED EXPENDITURES	**560,000**	**560,000**	**560,000**		**-**	**-**	**560,000**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(560,000)**	**(560,000)**	**(560,000)**		**-**	**-**	**(560,000)**	
BEGINNING FUND BALANCE	**602,952**	**602,952**	**602,952**			**602,952**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(560,000)**	**(560,000)**	**(560,000)**		**-**	**-**		
ESTIMATED ENDING FUND BALANCE	**42,952**	**42,952**	**42,952**		**-**	**602,952**		

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Community Services	560,000	560,000	560,000		-	-	560,000	0.0%
								0.0%
TOTAL ESTIMATED EXPENDITURES	**560,000**	**560,000**	**560,000**		**-**	**-**	**560,000**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(560,000)**	**(560,000)**	**(560,000)**		**-**	**-**	**(560,000)**	
BEGINNING FUND BALANCE [2]	**602,952**	**602,952**	**602,952**			**602,952**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(560,000)**	**(560,000)**	**(560,000)**			**-**		
ESTIMATED ENDING FUND BALANCE	**42,952**	**42,952**	**42,952**			**602,952**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE TOTAL - FOOD / GRANTS / OTHER COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	29,641,845	(10,788,315)	157.2%
Federal Through State	306,168,385	306,168,385	306,168,385		-	219,717,570	86,450,815	71.8%
State	8,459,240	8,459,240	8,459,240		-	4,567,392	3,891,848	54.0%
Local	20,425,510	20,425,510	20,425,510		-	17,041,281	3,384,229	83.4%
Other Sources	-	-	-		-	127,757	(127,757)	0.0%
Transfers In	40,000	167,757	167,757		-	52,088	115,669	31.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL REVENUES & TRANSFERS	**336,771,454**	**336,899,211**	**336,899,211**		**-**	**261,211,464**	**75,687,747**	**77.5%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	139,216,014	139,216,014	139,216,014		-	118,284,768	20,931,246	85.0%
Employee Benefits	68,354,168	68,354,168	68,354,168		-	61,248,348	7,105,820	89.6%
Purchased Services	64,299,678	64,299,678	64,299,678		-	30,104,607	34,195,071	46.8%
Energy Services	2,219,561	2,219,561	2,219,561		-	1,797,005	422,556	81.0%
Material and Supplies	70,935,148	70,935,148	70,935,148		-	50,222,408	20,712,740	70.8%
Capital Expenses	12,247,251	12,247,251	12,247,251		-	5,254,252	6,992,999	42.9%
Other Expenses	16,917,027	16,917,027	16,917,027		-	19,760,974	(2,843,947)	116.8%
Transfers Out	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL ESTIMATED EXPENDITURES	**357,013,636**	**357,013,636**	**357,013,636**		**-**	**276,735,893**	**80,277,743**	**77.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(15,524,429)**	**(4,589,996)**	
BEGINNING FUND BALANCE	**37,810,935**	**37,810,935**	**37,810,935**		**-**	**37,810,935**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(15,524,429)**		
ESTIMATED ENDING FUND BALANCE	**17,568,753**	**17,696,510**	**17,696,510**		**-**	**22,286,506**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH APRIL 30, 2026

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE TOTAL - FOOD / GRANTS / OTHER COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget March 31, 2026	Revised Budget April 30, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures April 30, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	29,641,845	(10,788,315)	157.2%
Federal Through State	306,168,385	306,168,385	306,168,385		-	219,717,570	86,450,815	71.8%
State	8,459,240	8,459,240	8,459,240		-	4,567,392	3,891,848	54.0%
Local	20,425,510	20,425,510	20,425,510		-	17,041,281	3,384,229	83.4%
Other Sources	-	-	-		-	127,757	(127,757)	0.0%
Transfers In	40,000	167,757	167,757		-	52,088	115,669	31.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL REVENUES & TRANSFERS	**336,771,454**	**336,899,211**	**336,899,211**		**-**	**261,211,464**	**75,687,747**	**77.5%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	134,941,897	134,941,897	134,941,897		-	101,827,311	33,114,586	75.5%
Pupil Services	14,107,005	14,107,005	14,107,005		-	11,654,215	2,452,790	82.6%
Instructional Media	0	0	0		-	-	-	0.0%
Instruction & Curriculum	33,288,624	33,288,624	33,288,624		-	24,049,827	9,238,797	72.2%
Instructional Staff Training	28,775,108	28,775,108	28,775,108		-	18,846,404	9,928,704	65.5%
Instructional Technology	189,060	189,060	189,060		-	5,439	183,621	2.9%
Board Expenses-Contracted Svs	0	0	0		-	-	-	0.0%
General Administration	11,286,666	11,286,666	11,286,666		-	10,026,130	1,260,536	88.8%
School Administration	488,506	488,506	488,506		-	2,881	485,625	0.6%
Facilities	289,889	289,889	289,889		-	189,274	100,615	65.3%
Fiscal Services	4,955	4,955	4,955		-	-	4,955	0.0%
Food Services	-	-	-		-	-	-	0.0%
Central Services	147,468,810	147,468,810	147,468,810		-	112,038,264	35,430,546	76.0%
Transportation	497,482	497,482	497,482		-	361,405	136,077	72.6%
Operation of Plant	295,542	295,542	295,542		-	92,853	202,689	31.4%
Maintenance of Plant	-	-	-		-	-	-	0.0%
Administrative Technology	61,024	61,024	61,024		-	56,491	4,533	92.6%
Community Services	2,494,279	2,494,279	2,494,279		-	7,521,868	(5,027,589)	301.6%
Debt Service	-	-	-		-	-	-	0.0%
Transfers Out	-	-	-		-	-	-	0.0%
Proprietary and Fiduciary Expense	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(9,936,469)	(7,238,742)	57.9%
TOTAL ESTIMATED EXPENDITURES	**357,013,636**	**357,013,636**	**357,013,636**		**-**	**276,735,893**	**80,277,743**	**77.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(15,524,429)**	**(4,589,996)**	
BEGINNING FUND BALANCE	**37,810,935**	**37,810,935**	**37,810,935**			**37,810,935**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**			**(15,524,429)**		
ESTIMATED ENDING FUND BALANCE	**17,568,753**	**17,696,510**	**17,696,510**			**22,286,506**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
ALL GOVERNMENTAL FUNDS ACTUAL as of APRIL 30, 2026

	A	B	C	D		E
	General Fund	Special Revenue Food Service and Grants	Debt Service	Capital Projects Funds		Total District Governmental Funds
						A+B+C+D
REVENUE:						
Federal Sources	2,021,638	29,641,845				31,663,483
Federal Through State	10,854,639	219,717,570		8,372		230,580,581
State Sources	821,606,590	4,567,392	-	27,843,324		854,017,306
Local Sources	1,600,770,010	17,041,281	52,879,779	504,688,418		2,175,379,488
Other Sources	194,388,910	127,757	40,306,804	779,877		235,603,348
Transfers In		52,088				52,088
Proceeds of financing/sale of assets/loss recovery						-
Charter School Pass-Through [1]	(422,317,621)	(9,936,469)		-		(432,254,090)
TOTAL REVENUES & TRANSFERS	**2,207,324,166**	**261,211,464**	**93,186,583**	**533,319,991**		**3,095,042,204**
EXPENDITURES BY OBJECT:						
Salaries	1,201,320,396	118,284,768				1,319,605,164
Benefits	507,839,181	61,248,348				569,087,529
Purchased Services	686,301,160	30,104,607				716,405,767
Energy Services	48,855,945	1,797,005				50,652,950
Materials and Supplies	48,794,119	50,222,408				99,016,527
Capital Outlay	24,216,354	5,254,252		242,862,372		272,332,978
Other Expenses	31,001,182	19,760,974		26,250,298		77,012,454
Debt Service	-		56,745,382	-		56,745,382
Transfers Out	426,253			232,644,352		233,070,605
Charter School Pass-Through [1]	(422,317,621)	(9,936,469)		-		(432,254,090)
TOTAL EXPENDITURES	**2,126,436,969**	**276,735,893**	**56,745,382**	**501,757,022**		**2,961,675,266**
FINANCIAL POSITION - SURPLUS/DEFICIT	**80,887,197**	**(15,524,429)**	**36,441,201**	**31,562,969**		**133,366,938**
BEGINNING FUND BALANCE	**205,958,255**	**54,542,199**	**42,878,636**	**685,470,272**		**988,849,362**
TAN Loan[2]	250,165,000					
BEGINNING FUND BALANCE (with TAN[2])	**456,123,255**					
NET REVENUE OVER/(UNDER) EXPENDITURES	**80,887,197**	**(15,524,429)**	**36,441,201**	**31,562,969**		**133,366,938**
MONTH ENDING FUND BALANCE	**537,010,452**	**39,017,770**	**79,319,837**	**717,033,241**		**1,122,216,300**

[1] Charter school funding is excluded as pass-through funding.
[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
ALL GOVERNMENTAL FUNDS ACTUAL as of APRIL 30, 2026

	A	B	C	D		E
	General Fund	Special Revenue Food Service and Grants	Debt Service	Capital Projects Funds		Total District Governmental Funds
						A+B+C+D
REVENUE:						
Federal Sources	2,021,638	29,641,845				31,663,483
Federal Through State	10,854,639	219,717,570		8,372		230,580,581
State Sources	821,606,590	4,567,392		27,843,324		854,017,306
Local Sources	1,600,770,010	17,041,281	52,879,779	504,688,418		2,175,379,488
Other Sources	194,388,910	127,757	40,306,804	779,877		235,603,348
Transfers In		52,088	-			52,088
Proceeds of financing/sale of assets/loss recovery						-
Charter School Pass-Through [1]	(422,317,621)	(9,936,469)		-		(432,254,090)
TOTAL REVENUES & TRANSFERS	**2,207,324,166**	**261,211,464**	**93,186,583**	**533,319,991**		**3,095,042,204**
EXPENDITURES BY FUNCTION:						
Instruction	1,594,498,496	101,827,311				1,696,325,807
Pupil Services	170,500,911	11,654,215				182,155,126
Instructional Media	22,357,391	-				22,357,391
Instruction & Curriculum	31,448,929	24,049,827				55,498,756
Instructional Staff Training	4,169,535	18,846,404				23,015,939
Instructional Technology	33,087,567	5,439				33,093,006
Board Expenses-Contracted Svs	6,647,859	-				6,647,859
General Administration	11,288,802	10,026,130				21,314,932
School Administration	141,249,771	2,881				141,252,652
Facilities	15,409,657	189,274		501,757,022		517,355,953
Fiscal Services	(2,321,458)	-				(2,321,458)
Food Services	-	-				-
Central Services	78,373,292	112,038,264				190,411,556
Transportation	93,256,982	361,405				93,618,387
Operation of Plant	224,685,786	92,853				224,778,639
Maintenance of Plant	87,640,697	-				87,640,697
Administrative Technology	19,446,956	56,491				19,503,447
Community Services	14,706,917	7,521,868				22,228,785
Debt Service	1,880,247	-	56,745,382			58,625,629
Transfers Out	426,253	-				426,253
Proprietary and Fiduciary Expense	-	-				-
Charter School Pass-Through [1]	(422,317,621)	(9,936,469)		-		(432,254,090)
TOTAL EXPENDITURES	**2,126,436,969**	**276,735,893**	**56,745,382**	**501,757,022**		**2,961,675,266**
FINANCIAL POSITION - SURPLUS/DEFICIT	**80,887,197**	**(15,524,429)**	**36,441,201**	**31,562,969**		**133,366,938**
BEGINNING FUND BALANCE	**205,958,255**	**54,542,199**	**42,878,636**	**685,470,272**		**988,849,362**
TAN Loan[2]	250,165,000					
BEGINNING FUND BALANCE (with TAN[2])	**456,123,255**					
NET REVENUE OVER/(UNDER) EXPENDITURES	**80,887,197**					
MONTH ENDING FUND BALANCE	**537,010,452**	**39,017,770**	**79,319,837**	**717,033,241**		**1,122,216,300**

[1] Charter school funding is excluded as pass-through funding.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
INTERNAL SERVICE FUNDS ACTUAL as of APRIL 30, 2026

	A	B	C	D	E	F	G
	Printing Services	Facilities Planning and Program Management	Repairs and Maintenance [1]	Health Insurance [1]	Workers Compensation Insurance	Auto/General Liability Insurance	Total District Internal Service Funds
Services Provided/Costs Reimbursed To Fund(s)	All Funds	Capital Funds	All Funds	All Funds	All Funds	All Funds	All Funds
							A+B+C+D+E+F
REVENUE:							
Federal Sources							-
Federal Through State							-
State Sources							-
Local Sources	300,113	30,090,555	55,412,208	310,727,700	14,490,999	29,095,904	440,117,479
Other Sources							-
Transfers In							-
Proceeds of financing/sale of assets/loss recovery							-
TOTAL REVENUES & TRANSFERS	**300,113**	**30,090,555**	**55,412,208**	**310,727,700**	**14,490,999**	**29,095,904**	**440,117,479**
EXPENDITURES BY OBJECT:							
Salaries	188,239	7,750,202	29,076,469		1,948,960	-	38,963,870
Benefits	81,465	3,021,754	13,138,801		781,378	-	17,023,398
Purchased Services	170,100	338,903	12,670,150	8,978,375	1,369,559	21,057,692	44,584,779
Energy Services	-	-	-		-	-	-
Materials and Supplies	39,717	-	-		1,509	-	41,226
Capital Outlay	-	18,979,696	10,392		-	-	18,990,088
Other Expenses	-	-	-	292,032,132	10,389,593	8,038,212	310,459,937
Debt Service							-
Transfers Out							-
TOTAL EXPENDITURES	**479,521**	**30,090,555**	**54,895,812**	**301,010,507**	**14,490,999**	**29,095,904**	**430,063,298**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(179,408)**	**-**	**516,396**	**9,717,193**	**-**	**-**	**10,054,181**
BEGINNING FUND BALANCE	**72,189**						**72,189**
NET REVENUE OVER/(UNDER) EXPENSES	**(179,408)**	**-**	**516,396**	**9,717,193**	**-**	**-**	**10,054,181**
ESTIMATED ENDING FUND BALANCE [1]	**(107,219)**	**-**	**516,396**	**9,717,193**	**-**	**-**	**10,126,370**

NOTES:

[1] Repair and Maintenance Ending Fund Balance will impact mainly Capital Projects Funds; Health Insurance Ending Balance will impact mainly the General Fund.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
INTERNAL SERVICE FUNDS ACTUAL as of APRIL 30, 2026

	A	B	C	D	E	F	G
	Printing Services	Facilities Planning and Program Management	Repairs and Maintenance [1]	Health Insurance [1]	Workers Compensation Insurance	Auto/General Liability Insurance	Total District Internal Service Funds
Services Provided/Costs Reimbursed To Fund(s)	All Funds	Capital Funds	All Funds	All Funds	All Funds	All Funds	All Funds
							A+B+C+D+E+F
REVENUE:							
Federal Sources							-
Federal Through State							-
State Sources							-
Local Sources	300,113	30,090,555	55,412,208	310,727,700	14,490,999	29,095,904	440,117,479
Other Sources							-
Transfers In							-
Proceeds of financing/sale of assets/loss recovery							-
TOTAL REVENUES & TRANSFERS	**300,113**	**30,090,555**	**55,412,208**	**310,727,700**	**14,490,999**	**29,095,904**	**440,117,479**
EXPENDITURES BY FUNCTION:							
Instruction							-
Pupil Services							-
Instructional Media							-
Instruction & Curriculum							-
Instructional Staff Training							-
Instructional Technology							-
Board Expenses-Contracted Svs							-
General Administration					137,295		137,295
School Administration							-
Facilities		26,893,890					26,893,890
Fiscal Services		2,463,477					2,463,477
Food Services							-
Central Services	479,521	655,580		301,010,507	14,353,704		316,499,312
Transportation							-
Operation of Plant		671				29,095,904	29,096,575
Maintenance of Plant		76,937	54,895,812				54,972,749
Administrative Technology							-
Community Services							-
Debt Service							-
Transfers Out							-
Proprietary and Fiduciary Expense							-
TOTAL EXPENDITURES	**479,521**	**30,090,555**	**54,895,812**	**301,010,507**	**14,490,999**	**29,095,904**	**430,063,298**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(179,408)**	**-**	**516,396**	**9,717,193**	**-**	**-**	**10,054,181**
BEGINNING FUND BALANCE	**72,189**	**-**	**-**	**-**	**-**	**-**	**72,189**
NET REVENUE OVER/(UNDER) EXPENSES	**(179,408)**	**-**	**516,396**	**9,717,193**	**-**	**-**	**10,054,181**
ESTIMATED ENDING FUND BALANCE [1]	**(107,219)**	**-**	**516,396**	**9,717,193**	**-**	**-**	**10,126,370**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	G. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	G-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

MOU - Division of Administrative Hearings (DOAH)

REQUESTED ACTION:

Approve the Memorandum of Understanding ("MOU") between The School Board of Broward County, Florida ("Board") and the Division of Administrative Hearings ("DOAH") to establish procedures and responsibilities for the adjudication of contested school bus infraction detection system violations pursuant to Section 316.173(6), Florida Statutes, and authorize implementation in conjunction with the Agreement between SBBC and BusPatrol America LLC. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Memorandum of Understanding

FINANCIAL IMPACT:

There is no direct financial impact to the District. Costs associated with the administrative hearing process are covered under the BusPatrol Agreement as part of program operations.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathy Dupuy-Bruno, Esq.	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

MOU – Division of Administrative Hearings (DOAH)

Board Meeting Date: June 9, 2026

Requested Action: Approve the Memorandum of Understanding ("MOU") between The School Board of Broward County, Florida ("Board") and the Division of Administrative Hearings ("DOAH") to establish procedures and responsibilities for the adjudication of contested school bus infraction detection system violations pursuant to Section 316.173(6), Florida Statutes, and authorize implementation in conjunction with the Agreement between SBBC and BusPatrol America LLC.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Section 316.173, Florida Statutes, requires that school districts provide an administrative hearing process for contested notices of violation issued through a school bus infraction detection system. The MOU establishes a formal partnership with DOAH to provide Administrative Law Judges (ALJs) and ensure compliance with statutory hearing requirements.
If the School Board votes "Yes"	• If SBBC votes "Yes," the Board will enter into a formal Memorandum of Understanding with the Division of Administrative Hearings (DOAH) to provide Administrative Law Judges and a structured administrative hearing process for contested violations, ensuring compliance with Section 316.173, Florida Statutes, through a legally sufficient adjudication process. This MOU will operate in coordination with the Agreement between SBBC and BusPatrol, under which BusPatrol serves as SBBC's designee for administrative and operational functions, including the coordination of hearings. A "Yes" vote supports consistent, transparent, and

	legally compliant enforcement of school bus safety violations.
If the School Board votes "No"	• If the Board votes "No," the Board will lack a formalized administrative hearing framework through the Division of Administrative Hearings (DOAH) to adjudicate contested violations, requiring the District to identify an alternative legally compliant process to satisfy statutory requirements. This may result in delays, increased legal risk, and potential noncompliance with Section 316.173, Florida Statutes.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations • Safe & Supportive Schools
Measurable Outcome(s)/Return on Investment	• The MOU will establish a compliant, efficient, and standardized administrative hearing process for contested violations, reducing legal and operational risk by ensuring adjudication is conducted by qualified Administrative Law Judges. • The MOU will support enforcement of school bus stop signal laws, enhancing student transportation safety, and provide a structured process for evidence submission, hearings, and issuance of final administrative orders.

Background/History

The Board is implementing a school bus infraction detection system pursuant to Section 316.173, Florida Statutes, through its Agreement with BusPatrol America LLC.

Under Section 316.172, Florida Statutes, any person operating a vehicle is prohibited from passing a school bus until the signal has been withdrawn, and Section 316.173(1)(a), Florida Statutes, permits a school district to install and operate a school bus infraction detection system for the purpose of enforcing these provisions, collectively referenced as the Florida Uniform Traffic Control Law. This effort follows SBBC's issuance of Request for Proposal RFP24-366: School Bus Infraction Detection Solution, dated May 13, 2024, through which proposals were solicited for the program.

To formalize this effort, SBBC is bringing forward for approval, at the same Board meeting, both an Agreement with BusPatrol America LLC, a Mutual Aid Agreement with Broward County Sheriff's Office, and a Memorandum of Understanding with the Division of Administrative Hearings (DOAH), reflecting a coordinated and comprehensive approach to program implementation.

Pursuant to Section 316.173(6), Florida Statutes, the District has the right to appoint a local hearing officer to administer the administrative hearing process for contested notices of violation and to issue final orders. The MOU with DOAH establishes the procedures and

responsibilities for conducting these hearings, providing a comprehensive framework covering the coordination and scheduling of hearings, assignment of Administrative Law Judges, management of evidence and hearing records, and issuance of final administrative orders and appeal rights, including the assessment of costs not to exceed $250 pursuant to Section 316.0083(5)(e), Florida Statutes.

The MOU operates in conjunction with the BusPatrol Agreement, which designates BusPatrol as SBBC's designee to administer the operational aspects of the program, including coordinating the hearing process. This coordinated structure ensures that both the administrative and operational functions of the program are clearly defined and efficiently executed. Together, these two agreements provide a legally compliant and operationally sound framework for enforcing school bus stop signal laws, supporting SBBC's long-term commitment to students' safety and well-being during transportation.

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

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Agreement Term:	June 10, 2026 – June 16, 2029, aligned with BusPatrol Agreement; includes extension options
Multi-Year Agreement:	See above
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Direct Negotiation

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

Budget Impact Summary Statement:

1. No direct financial impact to SBBC
2. Costs associated with the administrative hearing process, including ALJs and related expenses, are covered under the BusPatrol Agreement as part of program operations

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
June 10, 2026 – June 16, 2029	3 years	$0

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY26	0 month		$0	N

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months		$0
FY28	12 months		$0
FY29	11.5 months		$0

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Supports student safety by enabling the enforcement of school bus stop laws and ensuring accountability for violations.
School Selection /Prioritization	Districtwide implementation.
Community/ Stakeholder Engagement	Provides a transparent, accessible process for individuals to contest violations and participate in administrative hearings.
End-User Input	The Office of the General Counsel, BusPatrol, DOAH, and District staff collaborated to develop procedures that ensure legal compliance and operational efficiency.
Technology/Capital Expected Lifecycle/Replacement Cycle	Utilizes an online system managed by SBBC or its designee for case management, evidence storage, and hearing documentation.

	Incorporates virtual hearing platforms to facilitate efficient and accessible proceedings.

Additional Backup: See attached MOU for full scope of services, coordination requirements, and statutory compliance framework.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DIVISION OF ADMINISTRATIVE HEARINGS
AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

This Memorandum of Understanding ("MOU") is entered into between the Division of Administrative Hearings ("DOAH") and The School Board of Broward County, Florida ("School Board"). This MOU outlines the procedures and responsibilities for conducting administrative hearings pursuant to Section 316.173(6), Florida Statutes, for contested notices of violation of Section 316.172(1)(a) or (b), Florida Statutes, in Broward County. This MOU is being adopted concurrently with, and shall be read in conjunction with, the Agreement between School Board and BusPatrol America LLC ("BusPatrol"), which was approved at the same Board meeting as this MOU. School Board has designated BusPatrol as its designee for operational and administrative functions under the school bus infraction detection system program, including coordination of the administrative hearing process described herein.

TERM

This MOU shall become effective on June 10, 2026, concurrent with the effective date of the Agreement between SBBC and BusPatrol, and shall remain in effect through June 16, 2029, unless terminated earlier as provided herein. The term of this MOU may be extended by mutual written agreement of the parties for up to two (2) additional one (1) year periods, and if needed, one hundred eighty (180) calendar days beyond the expiration of any extension period, consistent with the extension provisions of the Agreement between SBBC and BusPatrol. Any extension shall be memorialized in a written amendment executed by both parties.

This MOU shall terminate automatically and without further action by either party upon the earlier of: (i) the expiration or termination of the Agreement between SBBC and BusPatrol; or (ii) the termination or expiration of all interlocal agreements between SBBC and the applicable law enforcement agencies required for operation of SBBC's school bus infraction detection system program under Section 316.173(1)(d), Florida Statutes. Either party may also terminate this MOU upon thirty (30) calendar days' written notice to the other party.

PROCEDURES AND RESPONSIBILITIES

Upon receiving a request to contest liability for a school bus infraction detection system Notice of Violation under Section 316.173, Florida Statutes, the School Board or its designee will issue a Hearing Request Response acknowledging the request and advising the petitioner that a Notice of Hearing will be sent. The Hearing Request Response shall state the amount of the fine and specific costs to be imposed if a violation is upheld, as calculated by the School Board or its designee and not exceeding the statutory maximum. It shall also describe the process for evidence submission and hearing cancellation.

The School Board or its designee will coordinate with DOAH to determine hearing dates, the number of administrative law judges ("ALJs") assigned, and the number of cases each ALJ will hear per hearing docket. The School Board or its designee will prepare each hearing docket and notify DOAH in advance of the hearing date.

DOAH shall provide an ALJ to preside over each hearing docket prepared by the School Board or its designee. The School Board or its designee shall provide each ALJ with access to the online

system utilized by the School Board or its designee to store, access, and manage case-related materials, including evidence, docket information, correspondence, and orders.

At least thirty (30) days prior to the hearing, the School Board or its designee shall provide a Notice of Hearing to the petitioner containing the hearing date, time, hearing platform link, the amount of the fine and specific costs to be imposed if a violation is upheld, and instructions for submitting evidence at least three (3) days before the hearing. The School Board or its designee shall upload timely-submitted evidence into the online system before the hearing.

The School Board or its designee is responsible for coordinating and providing interpreter services and for handling requests for accommodations under the Americans with Disabilities Act (ADA) related to the hearing process. The School Board or its designee shall include information in the Hearing Request Response and the Notice of Hearing regarding interpreter services and ADA accommodations.

The School Board or its designee may reschedule hearings upon request. The petitioner is permitted to reschedule the hearing once by submitting a written request at least five (5) days prior to the originally scheduled date.

If the School Board or its designee contests the rescheduling request, the contested request shall be referred to DOAH for a ruling by the assigned ALJ. The School Board or its designee shall notify DOAH of the contested request and shall upload the request and any supporting or opposing documentation to the online system for the assigned ALJ's review. The assigned ALJ shall review the request and enter a ruling in the online system indicating whether the request is granted or denied. The School Board or its designee shall issue an Amended Notice of Hearing reflecting the new hearing date and time if the request is granted, or shall issue a written notice or order informing the petitioner that the rescheduling request has been denied.

If the case is dismissed prior to the hearing, the School Board or its designee shall issue a Dismissal Letter, amend the docket, and send an amended docket to DOAH.

The School Board or its designee shall additionally provide the ALJ access to a virtual hearing platform (e.g., Zoom) and ensure that each hearing is recorded.

The ALJ shall review the evidence on the online system, hear testimony from the petitioner, law enforcement, and any other witnesses or evidence the ALJ determines to be relevant. The ALJ shall determine, as provided in Section 316.173(6), whether a violation of Section 316.172(1)(a) or (b), Florida Statutes, occurred. If a violation is found by a preponderance of the evidence, the ALJ shall uphold the notice of violation and require the petitioner to pay the fine and costs. The ALJ shall enter the findings and outcome into the online system maintained by the School Board or its designee.

The School Board or its designee shall issue a Final Administrative Order in accordance with the ALJ's findings. The Final Administrative Order shall include notice of the petitioner's right to appeal. The School Board or its designee shall handle all post-hearing enforcement, collections, and case closure.

PUBLIC RECORDS AND RECORDKEEPING

The School Board and its designee shall be responsible for compliance with Florida's public records laws, including Chapter 119, Florida Statutes, and applicable records retention

requirements for all records associated with the school bus infraction detection system and the administrative hearings conducted pursuant to this MOU. This includes, but is not limited to, hearing recordings, evidentiary materials, notices, and other correspondence to and from petitioners, and Final Administrative Orders, all of which are stored and maintained on systems controlled by the School Board or its designee. DOAH is not the custodian of any records maintained in the online system, the hearing platform, or any other systems operated by the School Board or its designee. The School Board or its designee shall defend, indemnify, and hold harmless DOAH from any claims, demands, causes of action, damages, or penalties arising out of or related to the School Board's or its designee's failure to comply with Florida public records law or records retention requirements.

OTHER PROVISIONS

This MOU supplements the parties' existing Administrative Law Judge Services Contract, which governs compensation and other general terms. This MOU may be amended in writing by mutual agreement of the parties.

LIAISON CONTACTS

Each party shall designate a liaison to coordinate scheduling, address operational matters, and respond to time-sensitive concerns:

Division of Administrative Hearings:

Megan Silver
Executive Director
megan.silver@doah.state.fl.us.

The School Board of Broward County, Florida:

Kathy Dupuy-Bruno, Esq., B.C.S.
General Counsel
Office of the General Counsel
Kathy.dupuy-Bruno@browardschools.com

Benerita Brophy, LLM, FRP
Legal Operations Administrator
Office of the General Counsel
Benerita.brophy@browardschools.com

STATE OF FLORIDA, DIVISION OF ADMINISTRATIVE HEARINGS

By: _____ Date: 5/22/2026

Megan S. Silver
Executive Director & Administrative Law Judge

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____ Date: _____

Sarah Leonardi
Chair

By: _____ Date: _____

Dr. Howard Hepburn
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____ Date: 5/26/26

Kathy Dupuy-Bruno, Esq., B.C.S.
General Counsel

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	L. Chief of Staff & Communications
DEPARTMENT:	Chief of Staff and Communications

Agenda Item Number:	L-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Non-Disclosure Agreement with T-Mobile
ADDED

REQUESTED ACTION:

Approve the Non-Disclosure Agreement between The School Board of Broward County, Florida (SBBC) and T-Mobile. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no Financial Impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Charles Griffin	Phone:	754-321-1000
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications Jun 1,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Non-Disclosure Agreement with T-Mobile

Board Meeting Date: June 9, 2026

Requested Action: Approve the Non-Disclosure Agreement between The School Board of Broward County, Florida (SBBC) and T-Mobile.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable.
Statutory Requirement	• Not Applicable.
If the School Board votes "Yes"	• SBBC will be able to commence discussions with T-Mobile about a possible business transaction.
If the School Board votes "No"	• T-Mobile will be unable to discuss the possible business transaction with SBBC.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations.
Measurable Outcome(s)/Return on Investment	• Not Applicable.

Background/History

T-Mobile contacted the District about a possible business transaction and requires a Non-Disclosure Agreement to discuss the details.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Agreement

Docusign Envelope ID: 3E027051-1BC5-4F95-913D-E6CA99C7DE0B

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is by and between T-Mobile USA, Inc. ("**T-Mobile**") and the person or entity named in the signature block below ("**Company**").

1. **Purpose.** The parties desire to exchange information on a confidential basis related to an actual or potential business relationship or activities (the "**Purpose**"). "Confidential Information" means all non-public information or materials, including information and materials disclosed prior to or after the date of this Agreement, that are marked as confidential pursuant to the Uniform Trade Secrets Act - Chapter 688, Florida Statutes,(hereinafter the "Act") , orally described as confidential under the Act, or should reasonably be understood to be confidential under the Act. However, Confidential Information does not include anything that (i) was previously known to the receiving party without any confidentiality obligation, (ii) is or becomes publicly known through no wrongful act of the receiving party, (iii) was rightfully received from a third party without any confidentiality obligation to that third party, (iv) was independently developed by the receiving party without using any Confidential Information, (v) that is a public record subject to inspection and copying pursuant to Section 119.07, Florida Statutes, or (vi) is required to be disclosed at a public meeting conducted in compliance with Section 286.011, Florida Statutes.

2. **Nondisclosure and Limited Use Obligations.** Except as required by applicable law, each party will protect Confidential Information disclosed by the other party by (i) not disclosing it to third parties, (ii) preserving its confidentiality with the same level of care it applies to its own similar types of Confidential Information, and always by taking reasonable steps to preserve confidentiality, and (iii) using it only for the Purpose. Except as required by applicable law and this Agreement, a party will disclose the other party's Confidential Information only to its employees, affiliates and consultants who need to know such information. A party is responsible for any disclosure or misuse of Confidential Information by its employees, affiliates or consultants.

3. **Legally-Required Disclosures**. A receiving party may, without breaching this Agreement, disclose Confidential Information disclosed by the other party to the extent required to comply with a court order or applicable law or regulation including, without limitation, Sections 119.07 and 286.011, Florida Statutes. T-Mobile will be afforded an opportunity to preview and redact trade secrets from any public-facing document disclosed pursuant to Sections 119.07 and 286.011, Florida Statutes If a receiving party becomes subject to such a requirement, it must notify the disclosing party as soon as possible and, in any case, before it makes the required disclosure (if such notice is allowed) and it must cooperate with the disclosing party (if requested, and at the disclosing party's expense) to seek a protective order or similar protection for its Confidential Information. The receiving party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

4. **Injunctive Relief.** Each party acknowledges that money damages may not adequately protect the disclosing party against actual or threatened breach of this Agreement and that such breach would result in irreparable harm to the disclosing party. Because of this, a disclosing party may pursue timely injunctive relief to protect its Confidential Information in any court of competent jurisdiction, without having to post bond or guarantee. The party who has breached or threatened to breach this Agreement will not raise the defense of an adequate remedy at law. This provision does not alter any other remedies available to either party.

5. **Length of Obligations.** This Agreement takes effect when both T-Mobile and Company have signed and will continue until either party elects to terminate with thirty (30) calendar days prior written notice to the other party. In the event that a definitive agreement is entered into by the parties, and such definitive agreement includes provisions that conflict with provisions contained herein, then the provisions of the definitive agreement control with regard to the subject matter contained therein. This Agreement applies to any Confidential Information disclosed while it is in effect, and it will apply to all such Confidential Information for a period of five (5) years from its disclosure, regardless of any termination of this Agreement, except this Agreement will apply indefinitely to trade secret information and personal or customer information.

6. **Other Terms.** Each party will comply with all applicable laws and regulations, including but not limited to, data privacy, sanctioned persons and export, in the disclosure and use of Confidential Information. The disclosing party does not grant, under this Agreement, any rights under its patents, copyrights, trademarks or other proprietary rights. The disclosing party does not make any representation or warranty (whether express, implied or statutory) under this Agreement regarding any Confidential Information it discloses. The Company shall not access T-Mobile's wireless or wireline network, systems that

Docusign Envelope ID: 3E027051-1BC5-4F95-913D-E6CA99C7DE0B

support U.S. Lawful Process or systems that store customer information This Agreement does not create any formal business association between the parties, nor any obligation to buy, sell or otherwise transact in any products or services. If a party transfers this Agreement, including as part of a change of control, it will not disclose Confidential Information disclosed by the other party to its transferee unless it is required to do so by applicable law or a court order or has received the disclosing party's express written approval. The laws of the State of Florida, USA (without their conflict of laws principles) govern this Agreement. The parties agree to submit to the jurisdiction of any state court sitting in Broward County, Florida or any federal court seated in Fort Lauderdale, Florida. No failure or delay in enforcing any right will be deemed a waiver. This Agreement may be changed only in a writing signed by both parties. If any term of this Agreement is deemed illegal or otherwise unenforceable, that term will be severed and the rest of this Agreement will remain in full force and effect. With the exception of any separate agreement that references this Agreement, this Agreement is the entire agreement between the parties on disclosure and use of Confidential Information, and it supersedes any other negotiations, communications or agreements on those topics.

IN WITNESS HEREOF, the Parties have entered into this Agreement as of the date of the second signature below.

T-Mobile USA, Inc. **Address for notices:** Attn: Legal-Spectrum; 6th floor 2340 Dulles Corner Blvd. Herndon, VA 20171 SpectrumLegal@t-mobile.com	**Licensee** **The School Board of Broward County, Florida** **Address for notices:** Attn: Chuck Griffin, Engineering Manager – BECON 6600 S.W. Nova Drive Fort Lauderdale, FL 33317 chuck.griffin@browardschools.com
Signature: DocuSigned by: Paul McCarthy CE961D0CB475434...	**Signature**:
Name: Paul McCarthy	**Name**: Sarah Leonardi
Title: Senior Director	**Title**: Chair
Date: 3/30/2026 | 8:58 AM PDT	**Date:**
DocuSigned by: Toni Haddix 3845155C412D494... Reviewed by T-Mobile Legal	**Attest:** **Signature** **Name: Howard Hepburn** **Title: Superintendent of Schools** **Approved as to Form and Legal Content:** **Signature** **Office of the General Counsel**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Athletics & Student Activities

Agenda Item Number:	M-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Agreement with Camden County High School for Two Football Games

REQUESTED ACTION:

Approve the Agreement between the School Board of Broward County, Florida (SBBC) and Camden County High School for two interscholastic high school football games on Friday, September 25, 2026, and Friday, September 24, 2027.

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District. Camden County High School shall pay West Broward High School $8,000.00 per year to assist with travel arrangements.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Patricia Brown	Phone:	754-321-1203
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief of Strategy & Innovation Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

Agreement with Camden County High School for Two Football Games

Board Meeting Date: June 9, 2026

Requested Action:

Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Camden County High School for two interscholastic high school football games on Friday, September 25, 2026, and Friday, September 24, 2027.

General Information

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

District-zone Impact/Board Member: District 2	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• West Broward High School Football Team will travel to Kingsland, Georgia to participate in two interscholastic football games against Camden County High School on September 25, 2026, and September 24, 2027. This approval will increase regional and national attention for West Broward High School and Broward County Public Schools.
If the School Board votes "No"	• West Broward High School will not travel to Kingsland, Georgia to participate in two interscholastic football games against Camden County High School. The school will have to find a local team to play for the 2026 and 2027 regular football seasons. The team will not have the opportunity to compete against other teams on the national level. Additionally, the schools will have to amend the planned schedules.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• West Broward High School will have the opportunity to travel to Kingsland, Georgia to compete in two regular season football games against Camden County High School. Camden County High School will contribute $8,000.00 to offset West Broward High School's travel expenses.

Background/History
Camden County High School has invited West Broward High School to play two regular season football games on Friday, September 25, 2026, and Friday, September 24, 2027. The football games with Camden County High School will increase regional and national attention for West Broward High School and Broward County Public Schools. The School Board has approved similar agreements in the past for out-of-state football games with Monarch High School (2024 & 2025), Everglades High School (2024), and Coconut Creek High School (2024).

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Agreement commences upon the date of the last signature on the Agreement ("Effective Date") through September 25, 2027
Multi-Year Agreement:	Yes, Two-Year, Single Event Agreement
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

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

Budget Impact Summary Statement:

1. Approval of this item will result in no financial impact on the District.
2. The Agreement will be funded through West Broward High School Internal Athletic Account and Camden County High School contribution of $8,000.00 each year.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
9/25/2026 & 9/24/2027	Two Years: One Day Each Year	$24,800.00

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	1 day	West Broward HS Internal Fund Account	$12,400.00	
FY28	1 day	West Broward HS Internal Fund Account	$12,400.00	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	West Broward High School
School Selection /Prioritization	West Broward High School was selected by Camden County High School for these competitions.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup: Agreement

GEORGIA HIGH SCHOOL ASSOCIATION

CONTRACT FOR FOOTBALL GAMES

All athletic games played by member schools of the Georgia High School Association must be played under the rules as adopted by the National Federation Rules Committee of the National Federation of State High School Associations with rule exceptions adopted by the GHSA.

Contracts are <u>required</u> for all football, basketball, fast pitch softball, baseball and wrestling games/matches and <u>recommended</u> for all other contests.

Both schools should have a signed copy of contract on file. Do not send a copy to GHSA unless GHSA is assigning officials.

The **Camden County** (Name of High School) HIGH SCHOOL of **Kingsland, GA**

AND

The **West Broward** (Name of High School) HIGH SCHOOL of **Pembroke Pines, FL**

(Both of above schools being members in good standing with the Georgia High School Association)

HEREBY ENTER INTO A CONTRACT FOR

2 GAMES OF (OR CONTESTS IN) **<u>Varsity Football</u>** TO BE PLAYED AS FOLLOWS:

One Contest is to be held at Kingsland, GA (City) (State) at 7:30 PM on (Time) September 25, 2026 (Date)

One Contest is to be held at Kingsland, GA (City) (State) at 7:30 PM on (Time) September 24, 2027 (Date)

(1) Participants in this game must be eligible under the rules and regulations of the latest edition of the Constitution and By-Laws of the Georgia High School Association.

(2) The suspension or termination of its membership in the GHSA by either of the parties to this contract shall render this contract null and void.

(3) Financial Terms: **<u>Camden County High School shall pay West Broward High School $8000.00 per game to be paid on the date of each game.</u>**
If either school cancels contract (except for natural disaster), payout of $8000 due to opponent.

(4) Broadcasts: (Must be in compliance with GHSA By-Law #2.80)

(5) Postponed Games: (Must be in compliance with GHSA By-law #2.93)

(6) Halftimes: (Special considerations or conditions- both schools must agree)

(7) Officials: Assigned by the GHSA Office

(8) Exhibit 1 Terms and Conditions is attached and incorporated into this Agreement.

Agreed to and signed this See Exhibit 1 day of See Exhibit 1, 20 See Exhibit 1

THE **<u>Camden County</u>** HIGH SCHOOL

BY: See Exhibit 1
(Superintendent or Principal)

BY: See Exhibit 1
(Athletic Director or Coach)

THE **<u>West Broward</u>** HIGH SCHOOL

BY: See Exhibit 1
(Superintendent or Principal)

N/A
(Athletic Director or Coach)

EXHIBIT 1

AGREEMENT by and between:

CAMDEN COUNTY SCHOOL DISTRICT
a political subdivision of the State of Georgia,
governed by the Camden County Board of Education,
(hereinafter "CAMDEN")
whose principal place of business is
311 South East Street, Kingsland, Georgia 31548
(for Camden County High School)

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
a body corporate and political subdivision of the State of Florida,
(hereinafter "SBBC")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
(for West Broward High School)

Each a "party" and together, the "parties"

TERMS AND CONDITIONS

1. **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on September 25, 2027 unless terminated earlier pursuant to Section 16 of this Agreement.

2. **Dates**. The dates of the football games between CAMDEN and SBBC are Friday, September 25, 2026 and Friday, September 24, 2027.

3. **Kickoff Times**. The football games are scheduled to begin at 7:30 p.m. Eastern Standard Time, weather-permitting.

4. **Venue**. The venue for the football games is Chris Gilman Stadium, located at 6300 Laurel Island Pkwy, Kingsland, Georgia 31548.

5. **Cost and Payment**.

   a) Cost. Pursuant to the "Cost Estimate" attached hereto and incorporated into this Agreement as **Exhibit A**, the total cost to SBBC for participation in the football games is Twelve Thousand Four Hundred and 00/100 US Dollars (**$12,400.00**), less the financial contributions provided to SBBC as outlined below.

EXHIBIT 1

Item	Cost	Paid by
Buses	$4,300.00	West Broward Booster Club
Hotel	$2,600.00	West Broward Booster Club
Meals	$5,500.00	SBBC Athletics Internal Accounty
Total:	$12,400.00	
	- $8000.00	CAMDEN
Grand Total:	**$4,400.00**	

b) Game Expenses. All game-day expenses for the football games, including but not limited to, officials, chain crew, gatekeepers, staticians, security, law enforcement, EMT personnel and equipment, field usage and operations, shall be borne by CAMDEN.

c) Payment. CAMDEN will pay SBBC Eight Thousand and 00/100 Dollars **($8,000.00)** via traditional check or e-check within five (5) business days after the conclusion of each football game under this Agreement.

6. **Athelete Eligibility**. CAMDEN and SBBC affirm that all of their athletes participating in the football games will have satisfied all applicable eligibility requirements, including but not limited to age, residency, medical clearance, and academics. This will include that they will not use steroids or other performance-enhancing substances (unless medically prescribed for/due to a specific illness or condition), illegal drugs, alcohol, tobacco, or vaping/electronic cigarettes. Both parties understand that participation of ineligible players will result in individual, team, and/or school sanctions, which may include forfeiture of the game.

7. **Event of Emergency**. CAMDEN shall ensure that all safety requirements and precautions are met prior to the commencement of the football games. Both parties will ensure that personnel appropriately trained in First Aid will be available and within close proximity to the athletes. In the event of an emergency, an automated external defibrillator ("AED") will be accessible to trained and certified personnel as required by applicable law.

8. **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective

records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

9. **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

b) By CAMDEN. CAMDEN agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by CAMDEN, its agents, servants, or employees; the equipment of CAMDEN, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CAMDEN or the negligence of CAMDEN'S agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CAMDEN, SBBC, or otherwise.

10. **Insurance Requirements.** CAMDEN shall comply with the following insurance requirements throughout the term of this Agreement:

a) General Liability. CAMDEN shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury / Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

11. **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

12. **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes and under Georgia law. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13. **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

14. **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBCemployees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

15. **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination.

16. **Liquidated Damages**.

    a) Damages to CAMDEN. SBBC agrees that in the event that it unilaterally terminates this Agreement or the game(s), without cause or written approval by CAMDEN, it will pay CAMDEN liquidated damages in the amount of Eight Thousand and 00/100 US Dollars **($8,000.00)** payable to CAMDEN and due within thirty (30) calendar days as specified herein, unless such termination occurs with cause in accordance with Section 15.

    b) Damages to SBBC. CAMDEN agrees that in the event that it unilaterally terminates this Agreement or the game(s), without cause or written approval by SBBC, it will pay SBBC liquidated damages in the amount of Eight Thousand and 00/100 US Dollars (**$8,000.00**) via traditional or e-check payable to SBBC and due within thirty (30) calendar days as

specified herein, unless such termination occurs with cause in accordance with Section 15.

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

18. **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

19. **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

20. **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

21. **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

22. **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

23. **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

25. **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

26. **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Georgia, State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

27. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

29. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

30. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

31. **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

EXHIBIT 1

FOR THE PARTIES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

(SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.26 12:12:20 -04'00'

_____
Office of the General Counsel

On behalf of the Camden County School District

_____
Dr. Tracolya Green
Superintendent of Schools

(SEAL)

COST ESTIMATE

School: West Broward High School
Destination: Camden County High School
Departure: September 24 - 8:00a.m.
Return Home: September 25 – 10:30p.m.
Sports Team: Varsity Football
Group Size: 55 athletes, 10 coaches

Budget Details/Estimate

- Buses: $4,300
- Hotel: $2,600
- Meals: $100/athlete = $5500
- Coaches will provide meals on their own
- SUB TOTAL: $12,400
- Host School Help (Camden): $8,000
- Grand Total: $4,400

Sponsored by Booster Club = $6,900(Transportation, Hotel)

Sponsors/Athletic Internal Account = $5,500(Meals)

Contribution From Camden Co. = $8,000

EXHIBIT A

Camden County Itinerary

Thursday, September 24th

8:00am Meet at West Broward High School 500 NW 209th Ave Pembroke Pines, FL **(breakfast prior to arrival)**

8:30am Depart from West Broward in route to Hyatt Place Jacksonville

10:30am Stop at Port St. Lucie/Fort Pierce Service Plaza for **lunch**, Mile Marker, 144 Florida's Turnpike Port St Lucie, FL 34984

11:00am continue in route

3:30pm arrive at Bolles School Jacksonville 7400 San Jose Blvd Jacksonville, FL 32217

5:00pm depart from Bolles School in route to Hyatt Place

5:30pm arrive at Hyatt Place Jacksonville Airport 14565 Duval Rd. Jacksonville FL 32218 (904)741-4184

6:55pm depart for dinner

7:00pm Dinner at Texas Roadhouse 13130 City Station Dr. Jacksonville, FL 32218

8:55pm depart from Texas roadhouse back to hotel

9:00pm arrive at Hyatt Place

10pm Room checks/lights out

Friday, September 25th

9:00am Wake-up call **(breakfast in hotel)**

9:30am – 2:30pm rest in rooms/ **lunch** provided by booster

2:30pm depart in route to Camden County High School 6300 Laurel Island Pkwy Kingsland, GA 31548

3:00pm – 7:00pm arrive at Camden County and prep for game

7:00pm Football Game

9:45pm **Dinner** provided by booster

10:30pm Depart Camden County High School in route to West Broward

2:30am Stop at Port St. Lucie/Fort Pierce Service Plaza for rest room break, Mile Marker, 144 Florida's Turnpike Port St Lucie, FL 34984

4:30am arrive at West Broward High School/Parent Pick up

EXHIBIT A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Athletics & Student Activities

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

TITLE:

Agreement with Lowndes County School District for Two Football Games

REQUESTED ACTION:

Approve the Agreement between the School Board of Broward County, Florida (SBBC) and Lowndes County School District for two interscholastic high school football games on Friday, September 11, 2026, and Friday, September 10, 2027. District 7.

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement
- Exhibit A

FINANCIAL IMPACT:

There is no financial impact to the District. Lowndes County School District shall pay Blanche Ely High School $10,000.00 per year to assist with travel arrangements.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Patricia Brown	Phone:	754-321-1203
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief of Strategy & Innovation Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

Agreement with Lowndes County School District for Two Football Games

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Lowndes County School District for two interscholastic high school football games on Friday, September 11, 2026, and Friday, September 10, 2027.

General Information

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

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Blanche Ely High School Football team will travel to Valdosta, Georgia to participate in two interscholastic football games against Lowndes County High School on September 11, 2026, and September 10, 2027. This approval will increase regional and national attention for Blanche Ely High School and Broward County Public Schools.
If the School Board votes "No"	• Blanche Ely High School will not travel to Valdosta, Georgia to participate in two interscholastic football games against Lowndes County High School. They will need to find a local team to play for the 2026 and 2027 regular football seasons. The team will not have the opportunity to compete against other teams on the national level. Additionally, the schools may have to amend the established schedules.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Blanche Ely High School will have the opportunity to travel to Valdosta, Georgia to compete in two regular season football games against Lowndes County High School. Lowndes County High School will contribute $10,000.00 to offset Blanche Ely High Schools travel expenses.

Background/History
Lowndes County School District has invited Blanche Ely High School to play two regular season football games on Friday, September 11, 2026, and Friday, September 10, 2027. The football games with Lowndes County School District and Lowndes County High School will increase regional and national attention for Blanche Ely High School and Broward County Public Schools. The School Board has approved similar agreements in the past for out-of-state football games with Monarch High School (2024 & 2025), Everglades High School (2024), and Coconut Creek High School (2024).

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Agreement commences upon the date of the last signature on the Agreement ("Effective Date") through September 11, 2027
Multi-Year Agreement:	Yes, Two-Year, Single Event Agreement
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

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

Budget Impact Summary Statement:

1. Approval of this item will result in no financial impact on the District.
2. The Agreement will be funded through Blanche Ely High School Internal Athletic Account and Lowndes County School District contribution of $10,000.00 each year.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
9/11/2026 & 9/10/2027	Two Years: One Day Each Year	$20,260.00

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	1 day	Blanche Ely HS Internal Fund Account	$10,130.00	
FY28	1 day	Blanche Ely HS Internal Fund Account	$10,130.00	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Blanche Ely High School
School Selection /Prioritization	Blanche Ely High School was selected by Lowndes County School District for these competitions.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup: Agreement, Exhibit A

GEORGIA HIGH SCHOOL ASSOCIATION

CONTRACT FOR FOOTBALL GAMES

All athletic games played by member schools of the Georgia High School Association must be played under the rules as adopted by the National Federation Rules Committee of the National Federation of State High School Associations with rule exceptions adopted by the GHSA.

Contracts are required for all football, basketball, fast pitch softball, baseball and wrestling games/matches and recommended for all other contests.

Both schools should have a signed copy of contract on file. Do not send a copy to GHSA unless GHSA is assigning officials.

The **Lowndes County High School** HIGH SCHOOL of **Lowndes County, GA**
(Name of High School)

AND

The **Blanche Ely High School** HIGH SCHOOL of **Pompano Beach, FL**
(Name of High School)

(Both of above schools being members in good standing with the Georgia High School Association)

HEREBY ENTER INTO A CONTRACT FOR

2 GAMES OF (OR CONTESTS IN) **Varsity Football** TO BE PLAYED AS FOLLOWS:

One Contest is to be held at Valdosta, GA (City) (State) at 8:00 PM on (Time) September 11, 2026 (Date)

One Contest is to be held at Valdosta, GA (City) (State) at 8:00 PM on (Time) September 10, 2027 (Date)

(1) Participants in this game must be eligible under the rules and regulations of the latest edition of the Constitution and By-Laws of the Georgia High School Association.

(2) The suspension or termination of its membership in the GHSA by either of the parties to this contract shall render this contract null and void.

(3) Financial Terms: **Lowndes County High School shall pay Blanche Ely High School $10,000.00 per game.**
If either school cancels contract (except for Force Majeure events (as defined in Exhibit 1 attached hereto) that render it unsafe or impossible to participate in the game), a payout of $10,000 shall be due to opponent.

(4) Broadcasts: (Must be in compliance with GHSA By-Law #2.80)

(5) Postponed Games: (Must be in compliance with GHSA By-law #2.93)

(6) Halftimes: (Special considerations or conditions- both schools must agree)

(7) Officials: Assigned by the GHSA Office

(8) Exhibit 1 (Terms and Conditions) is attached to and incorporated into this Agreement.

Agreed to and signed on the date and year set forth on Exhibit 1 attached hereto and made a part hereof.

LOWNDES COUNTY BOARD OF EDUCATION

BY: _____
Robert McGeehan, Chairman

Attest: _____
Sandra Wilcher, Superintendent

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BY: _____
Sarah Leonardi, Chair

Attest: _____
Howard Hepburn, Superintendent

EXHIBIT 1

AGREEMENT by and between:

LOWNDES COUNTY SCHOOL DISTRICT
a political subdivision of the State of Georgia,
governed by the Lowndes County Board of Education,
(hereinafter "LOWNDES")
whose principal place of business is
1592 Norman Drive, Valdosta, Georgia 31601
(for Lowndes County High School)

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
a body corporate and political subdivision of the State of Florida,
(hereinafter "SBBC")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
(for Blanche Ely High School)

Each a "party" and together, the "parties"

TERMS AND CONDITIONS

1. **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on September 10, 2027, unless terminated earlier pursuant to Section 16 of this Agreement.

2. **Dates**. The dates of the two varsity football games between Lowndes High School and Blanche Ely High School are Friday, September 11, 2026, and Friday, September 10, 2027.

3. **Kickoff Times**. The football games are scheduled to begin at 8:00 p.m. Eastern Standard Time, weather-permitting, unless the parties both agree to a different start time for either or both games.

4. **Venue**. The venue for the football games is Martin Stadium a/k/a "The Concrete Palace" located at 2007 Valhalla Drive, Valdosta, Georgia 31601.

5. **Cost and Payment**.

   a) Cost. Pursuant to the "Cost Estimate" attached hereto and incorporated into this Agreement as **Exhibit A**, the total cost to SBBC for participation in the football games is estimated to be Ten Thousand, One Hundred Thirty and 00/100 US Dollars (**$10,130.00**) per game. SBBC shall be solely responsible for the payment of such costs as specified in

Exhibit A, as well as any other costs incurred by SBCC as permitted under this Agreement in connection with the football games. If unforeseen conditions necessitate changes materially exceeding the "Cost Estimate", both parties shall negotiate in good faith to reach a mutually acceptable revised cost estimate in writing before it takes effect; provided, however, that under no circumstances shall any changes to the Cost Estimate obligate LOWNDES to increase the amount of the payment to SBBC contemplated by Section 5(b) below. If the parties cannot agree on a revised cost estimate within sixty (60) calendar days before the respective football games, either party may terminate this Agreement subject to the terms of Sections 15 and 16 of this Agreement.

b) Payment. LOWNDES shall pay SBBC the sum of Ten Thousand and 00/100 Dollars (**$10,000.00**) towards the total cost of each game, with payment being made via traditional check or e-check within five (5) business days after the conclusion of each football game under this Agreement.

c) Game Expenses. All game-day expenses associated with the football games, including but not limited to, officials, chain crew, gatekeepers, statisticians, security, law enforcement, EMT personnel and equipment, field usage and operations, shall be borne by LOWNDES.

d) Income Generated from Games: LOWNDES shall have the exclusive right to charge admission to the games, to charge for parking, and to sell programs and operate concessions at the games. All income from ticketing, program sales, concessions, and parking shall be the sole property of LOWNDES.

6. **Athlete Eligibility**. LOWNDES and SBBC affirm that all of their athletes participating in the football games will have satisfied all applicable eligibility requirements, including, but not limited to, requirements or criteria related to age, residency, medical clearance, and academics. This will include that they will not use steroids or other performance-enhancing substances (unless medically prescribed for/due to a specific illness or condition), illegal drugs, alcohol, tobacco, or vaping/electronic cigarettes. Both parties understand that participation of ineligible players will result in individual, team, and/or school sanctions, which may include forfeiture of the game.

7. **Event of Emergency**. LOWNDES shall ensure that all reasonable safety requirements and precautions are met prior to the commencement of the football games. Both parties will ensure that personnel appropriately trained in First Aid will be available and within close proximity to the athletes. In the event of an emergency, an automated external defibrillator ("AED") will be accessible to trained and certified personnel as required by applicable law.

8. **Public Records**. Each party agrees to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records, to the extent requested, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, O.C.G.A. § 50-18-70 et seq., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law; and (d) meet all applicable requirements for retaining public records. All of such party's records stored electronically must, to the extent reasonably practicable, be provided to the other party in a format that is compatible with such other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes or O.C.G.A. § 50-18-70 et seq., and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments hereto are public records and do not constitute trade secrets.

9. **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, and for its employees' acts of negligence when acting within the scope of their employment, and for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

10. **Insurance Requirements.**

LOWNDES shall comply with the following insurance requirements throughout the term of this Agreement:

a) General Liability. LOWNDES shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury / Property Damage; $1,000,000 General Aggregate.

SBBC represents and warrants to LOWNDES that it is self-insured, and it agrees that, at all times during the Term, it shall maintain coverage for bodily injury and property damage in amounts not less than the amounts specified above as being required of LOWNDES. Upon request, SBBC will provide LOWNDES with a written certification of self-insurance reflecting this coverage.

11. **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

12. **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes and under Georgia law. This section shall survive the termination of this Agreement and the completion of all performance of obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13. **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

14. **No Joint Venture; Independent Contractors**. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties hereto. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

15. **Termination**. This Agreement may be terminated with or without cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate this Agreement. Any termination pursuant to this Section 15 shall be subject to the provisions of Section 16 below.

16. **Liquidated Damages**.

a) Damages to LOWNDES. SBBC agrees that in the event that it unilaterally cancels any football game contemplated herein (unless such cancellation is due solely to a Force Majeure event under Section 26 herein), it will pay LOWNDES liquidated damages for the cancelled game in the amount of Ten Thousand and 00/100 Dollars **($10,000.00)**, which sum shall payable to LOWNDES via traditional or e-check payable and due within thirty (30) calendar days of notification of the cancellation.

b) Damages to SBBC. LOWNDES agrees that in the event that it unilaterally cancels any football game contemplated herein (unless such cancellation is due solely to a Force Majeure event under Section 26 herein), it will pay SBBC liquidated damages in the amount of Ten Thousand and 00/100 US Dollars (**$10,000.00**), which sum shall be payable via traditional or e-check payable to SBBC and due within thirty (30) calendar days of notification of the cancellation.

c) Acknowledgement by Parties. The parties hereto acknowledge and agree that the sums payable under this Section 16 are intended as liquidated damages and not as penalties. The parties further acknowledge and agree that (i) the amount of loss or damages likely to be incurred as a result of the cancellation of a scheduled football game will be difficult to ascertain, (ii) the amounts specified in such subsections bear a reasonable relationship to and are a reasonable estimate of the probable loss likely to be incurred by the non-cancelling party in connection with any cancellation, and (iii) in

agreeing to the foregoing liquidated damages clause, the parties wish to avoid the uncertainty and costs associated with the future determination of actual damages.

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

18. **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

19. **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

20. **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

21. **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

22. **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

23. **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document executed by each party hereto, with

the exception that any modification, amendment, or alteration in the terms or conditions contained herein that necessitates SBBC Board approval, shall be prepared with the same or similar formality as this Agreement and executed by each party thereto.

25. **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

26. **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Georgia, State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

27. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

29. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

30. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

31. **Notices.** Any notice required or permitted pursuant to the terms and provision of this Agreement shall be deemed fully given or served if provided in writing and delivered in person or by certified mail, return receipt requested, or by an reliable overnight courier service, addressed as follows:

If to LOWNDES: Lowndes County School District
1592 Norman Drive
Valdosta, Georgia 31601
Attn: Superintendent

If to SBBC: The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
Attn: Superintendent

Notices shall be deemed received (i) on the same day if delivered in person or by same-day courier; (ii) on the next business day if delivered by overnight mail or courier; or (iii) on the date indicated on the return receipt, or if there is no such receipt, on the third business day if delivered by postal service, postage prepaid.

32. **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

EXHIBIT 1
FOR THE PARTIES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

(SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.04.27 16:53:44 -04'00'

Office of the General Counsel

LOWNDES COUNTY BOARD OF EDUCATION

By: _____(SEAL)
Name: Robert L. McGeehan
Title: Chairman

Attest: _____(SEAL)
Name: Sandra Wilcher
Title: Superintendent

COST ESTIMATE

School: West Broward High School
Destination: Camden County High School
Departure: September 24 - 8:00a.m.
Return Home: September 25 – 10:30p.m.
Sports Team: Varsity Football
Group Size: 55 athletes, 10 coaches

Budget Details/Estimate

- Buses: $4,300
- Hotel: $2,600
- Meals: $100/athlete = $5500
- Coaches will provide meals on their own
- SUB TOTAL: $12,400
- Host School Help (Camden): $8,000
- Grand Total: $4,400

Sponsored by Booster Club = $6,900(Transportation, Hotel)

Sponsors/Athletic Internal Account = $5,500(Meals)

Contribution From Camden Co. = $8,000

EXHIBIT A

Camden County Itinerary

Thursday, September 24th

8:00am Meet at West Broward High School 500 NW 209th Ave Pembroke Pines, FL **(breakfast prior to arrival)**

8:30am Depart from West Broward in route to Hyatt Place Jacksonville

10:30am Stop at Port St. Lucie/Fort Pierce Service Plaza for **lunch**, Mile Marker, 144 Florida's Turnpike Port St Lucie, FL 34984

11:00am continue in route

3:30pm arrive at Bolles School Jacksonville 7400 San Jose Blvd Jacksonville, FL 32217

5:00pm depart from Bolles School in route to Hyatt Place

5:30pm arrive at Hyatt Place Jacksonville Airport 14565 Duval Rd. Jacksonville FL 32218 (904)741-4184

6:55pm depart for dinner

7:00pm Dinner at Texas Roadhouse 13130 City Station Dr. Jacksonville, FL 32218

8:55pm depart from Texas roadhouse back to hotel

9:00pm arrive at Hyatt Place

10pm Room checks/lights out

Friday, September 25th

9:00am Wake-up call **(breakfast in hotel)**

9:30am – 2:30pm rest in rooms/ **lunch** provided by booster

2:30pm depart in route to Camden County High School 6300 Laurel Island Pkwy Kingsland, GA 31548

3:00pm – 7:00pm arrive at Camden County and prep for game

7:00pm Football Game

9:45pm **Dinner** provided by booster

10:30pm Depart Camden County High School in route to West Broward

2:30am Stop at Port St. Lucie/Fort Pierce Service Plaza for rest room break, Mile Marker, 144 Florida's Turnpike Port St Lucie, FL 34984

4:30am arrive at West Broward High School/Parent Pick up

EXHIBIT A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	M-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

First Amendment to Recreation License Agreement

REQUESTED ACTION:

Approve the First Amendment to Recreation License Agreement (RLA) between the School Board of Broward County, Florida (SBBC) and the City of Plantation (City), to delete Section 2.04(b), the PAL Stadium and parking lot adjacent to Plantation Middle Schools in its entirety, along with Exhibit "B" from the RLA; and to include the deletion of other cited related Sections in their entirety from the RLA. District 5

RATIONALE:

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

EXHIBITS:

- Executive Summary
- First Amendment to RLA

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:	Christopher O. Akagbosu	Phone:	754-321-2162

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer May

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: (754) 321-2650

EXECUTIVE SUMMARY
First Amendment to Recreation License Agreement

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Amendment to Recreation License Agreement (RLA) between the School Board of Broward County, Florida (SBBC) and the City of Plantation (City), to delete Section 2.04(b), the Plantation Athletic League (PAL) Stadium and parking lot adjacent to Plantation Middle School in its entirety, along with Exhibit "B" from the RLA; and to include the deletion of other cited related Sections in their entirety from the RLA.

General Information

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

District-zone Impact/Board Member: District 5	
School Board Policy Requirement	• None
Statutory Requirement	• None
If the School Board votes "Yes"	• The First Amendment to RLA will become effective, and Section 2.04(b), regarding the PAL Stadium and parking lot adjacent to Plantation Middle School, along with Exhibit "B", and other cited related Sections will be deleted in their entirety.
If the School Board votes "No"	• The First Amendment to RLA will not become effective, and Section 2.04(b), regarding the PAL Stadium and parking lot adjacent to Plantation Middle School, along with the attached Exhibit "B", and other cited related Sections will not be deleted in their entirety.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The District will resume total authority for the use of stadium and the parking lot adjacent to Plantation Middle School.

Background/History:

Recreation License Agreements (RLA) (formerly referred to as Master recreation Lease Agreements (MRLA)) are long-term agreements between the SBBC and a local governmental entity. The RLA are structured to allow for the long-term continuous use of recreational facilities

(i.e., playgrounds, ballfields, handball and basketball courts, tennis courts, tracks, etc.) identified in the RLA by the pertinent local governmental entity. Historically, the RLAs come into fruition at the request of a local governmental entity seeking permission to access and utilize existing recreational areas and amenities contained on the grounds of a specific Broward County Public Schools (BCPS) campus, during specified days and times. Occasionally, the request by the local governmental entity entails the following:

1. To fund and make recreational improvements to existing BCPS recreational grounds/amenities and thereafter utilize the recreational amenities during designated days and times.

2. To construct new recreational amenities on the school grounds and thereafter utilize the recreational amenities during designated days and times.

The terms of the RLAs vary but typically range between 20 to 50 years.

On April 13, 2022, SBBC and the City (collectively, the "Parties") entered into a twenty-five (25) year RLA to allow the City to license and utilize a portion of Seminole Middle School, the PAL Stadium, and the parking lot located adjacent to Plantation Middle School. The subject area was referenced as Licensed Premises in the RLA and graphically depicted as Exhibit "A" and Exhibit "B" and attached thereto the RLA. Pertinent SBBC schools and the City have jointly and successfully utilized the Licenses Premises since the effective date of the RLA.

In a letter dated January 26, 2026, the City informed BCPS that due to anticipated budgetary constraints, including the continued failure of the PAL Tackle Football and Cheering programs not meeting prescribed City residency requirements, the City, pursuant to Section 3.05 of the RLA, was thereby providing SBBC with the ninety (90) days written notice stipulated in the RLA, to terminate the RLA in part, only as it relates to the PAL Stadium and the parking lot.

While the City's notice specifically referenced Section 2.04(b) of the RLA, this First Amendment to RLA also deletes the following in the RLA due to their relativity to Section 2.04(b):

1. Amended and replaced Section 2.02.

2. Section 2.06 in its entirety and replacing the Section with new language pertaining to:

    a. Proposed improvements to the licensed premises and the review and approvals of the plans for the improvements by the Chief Facilities Officer and Chief Building Official or their designees.
    b. The City's responsibility regarding the contractor hired to perform the improvements.
    c. Requirements regarding contractor's furnishing of surety payments and bond performance as required by Florida law.
    d. The City's sole responsibility to bear all costs regarding proposed improvements.

3. Sections 2.09(b) and 2.10 in their entirety.

Based on the timeframe of the written notice from the City, the termination of the related components of the RLA became effective on April 25, 2026. However, upon the termination as enabled by Section 3.05(c) of the RLA, all other provisions of the RLA including Exhibit "A", would remain in effect. Additionally, it should be noted that the term of the RLA is not affected by the First Amendment to RLA. Thus, the term of the RLA remains at 25 years.

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

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	April 13, 2022 – April 12, 2047
Multi-Year Agreement:	Yes 25 Years
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method**: Not Applicable

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

Budget Impact Summary Statement:

1. There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Historically, Plantation High School utilizes the PAL Stadium and the adjacent parking lot for its athletic activities. Thus, given the cessation of the City's use of the PAL Stadium may provide the school with the ability and latitude to utilize the stadium with minimal constraints.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	The principal of Plantation High School does not object to the termination of Section 2.04(b) of the RLA. However, the American Youth Football League (AYFL) utilized the PAL Stadium for several years via the City's RLA with SBBC and have expressed to BCPS staff that it would like to continue utilizing the Stadium and parking lot via a new agreement with SBBC. Discussions regarding the viability of AYFL desired continuous use of the PAL Field are ongoing, and the principal of Plantation High School is in the loop on these discussions.
End-User Input	The same as indicated immediately above.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

First Amendment to Recreation License Agreement

FIRST AMENDMENT TO RECREATION LICENSE AGREEMENT

THIS FIRST AMENDMENT TO RECREATION LICENSE AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF PLANTATION, FLORIDA
(hereinafter referred to as "City"),
a Florida municipal corporation whose principal place of business is
400 NW 73 Avenue, Plantation, Florida 33317

WHEREAS, SBBC owns, operates, and maintains various facilities and sites throughout Broward County, including elementary, middle, high schools, vocational sites, administrative sites, training facilities and equipment, and lands/sites located within the City, and which are suitable for use by the City for its municipal programs; and

WHEREAS, it is the purpose and policy of the City to develop, operate, and maintain parks and community recreational facilities, including for the use of athletic activities; and

WHEREAS, partnerships between SBBC and municipalities instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, municipalities and the SBBC may share resources to support their goals and objectives, and believe that such an arrangement will be of mutual benefit to the SBBC and the municipalities, and will fill a great need in that area of the community and that cooperation between SBBC and the City will result in great benefit to the residents of the City; and

WHEREAS, on April 13, 2022, SBBC and the City (collectively, the "Parties") entered into a twenty-five (25) year Recreation License Agreement (hereafter "Agreement") to allow the City to license and utilize a portion of Seminole Middle School, the PAL Stadium, and the Parking Lot located adjacent to Plantation Middle School, shown on Exhibits "A" and "B" to the Agreement; and

WHEREAS, the City has successfully utilized the Licensed Premises since the effective date of the Agreement; and

WHEREAS, in a letter dated January 26, 2026, the City informed SBBC that due to anticipated budgetary constraints, including the continued failure of the PAL Tackle Football and Cheering programs to meet prescribed City residency requirements, the City, pursuant to Section 3.05(c) of the Agreement, provided SBBC with ninety (90) days written notice to terminate the Agreement in part, only as it relates to the PAL Stadium and the Parking Lot, as shown in Exhibit "B" to the Agreement; and

WHEREAS, the termination became effective on April 25, 2026, which is ninety (90) days from the date of the City's January 26, 2026, written notice; and

WHEREAS, as a result of such termination in part as permitted under Section 3.05(c), all other provisions of the Agreement including Exhibit "A" are still effective.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by this reference.

ARTICLE 2 – AMENDED PROVISIONS

2.01 **DELETE** Article 2.02 of the Agreement in its entirety and **REPLACE** with the following:

2.02 **Licensed Premises**. SBBC does hereby license to the City an area referred to herein as **"Licensed Premises"** and shown on the sketch attached hereto and made part hereof as Exhibit "A", consisting of the Seminole Middle School recreational area.

2.02 **DELETE** Section 2.04(b) in its entirety.

2.03 **DELETE** Article 2.06 of the Agreement in its entirety and **REPLACE** with the following:

2.06 **Improvements.** The type and location of any recreational improvements ("**Improvements**") proposed to be placed on the Licensed Premises must be approved in writing by SBBC, and such approval shall not be unreasonably withheld. Any Improvements placed on said Licensed Premises without the prior written approval of SBBC shall immediately be removed or relocated within ninety-days (90) of written demand by SBBC, unless the parties otherwise agree that such Improvements can remain and if so, this Agreement shall be amended to reflect the use and responsibility of the Improvements.

(a) The authority to grant approval of proposed Improvements is hereby delegated by SBBC to both the SBBC's Chief Facilities Officer or designee and the Chief Building Official or designee. Subject to the provisions of the foregoing paragraph, the parties further agree that the City shall prepare and submit plans to both the SBBC's Chief Facilities Officer or designee and the Chief Building Official or designee for review and consideration of approval. Such plans must comply with all State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facilities (SREF) as applicable, the SBBC's Design Standards, and any other requirements imposed by applicable law. The SBBC's Chief Facilities Officer or designee and the Chief Building Official or designee shall provide review comments to City within forty-

five (45) days from the date of receipt of plans. All plans must be approved by the SBBC's Chief Facilities Officer or designee and the Chief Building Official or designee prior to the construction of the Improvements.

(b) The City shall be solely responsible for all contractual obligations to the contractor hired to construct the Improvements.

(c) Before the commencement of the Improvements, the City shall require the engaged contractor to furnish surety payment and performance bonds as required by Florida law that guarantee the completion of the Improvements, the performance of the work necessary to complete the Improvements, and ensure full payment is made to all suppliers, material men, laborers and/or subcontractors. The City shall ensure that the contractor delivers a copy of the payment and performance or public construction bond(s) to the City. Following the completion of the Improvements, the City shall require the engaged contractor to furnish maintenance bond(s) which shall remain in effect for one (1) year after final completion of the Improvements. The City shall ensure that the contractor will correct any defective or faulty work or materials that appear after the completion of the Improvements within the warranty period of such work performed.

(d) The City shall bear at its sole cost, any and all Improvements permitted in the Licensed Premises.

2.04 **DELETE** Section 2.09(b) in its entirety.

2.05 **DELETE** Section 2.10 in its entirety.

2.06 **DELETE** Exhibit "B" in its entirety.

ARTICLE 3 – GENERAL PROVISIONS

3.01 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Recreation License Agreement dated April 13, 2022, and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

(a) The First Amendment to Recreation License Agreement; and

(b) The Recreation License Agreement dated April 13, 2022.

3.02 Except as expressly modified by this First Amendment, all terms, covenants, obligations and provisions of the Recreation License Agreement dated April 13, 2022, shall remain unaltered and shall continue in full force and effect.

3.03 **Authority to Execute.** Each party represents and warrants that it has full right, power, and authority to enter into this First Amendment and that the individual executing this First Amendment on its behalf has been duly authorized to do so.

3.04 **Counterparts.** This First Amendment may be executed in counterparts, each of

which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each executed this First Amendment to Recreation License Agreement.

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair

ATTEST:

By:_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to form and legal content:

By:_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR CITY

CITY OF PLANTATION, FLORIDA

By: _____
Nick Sortal, Mayor

(City SEAL)

ATTEST:

By: _____
April Beggerow, City Clerk

By: _____
Jason Nunemaker, Chief Administrative Officer

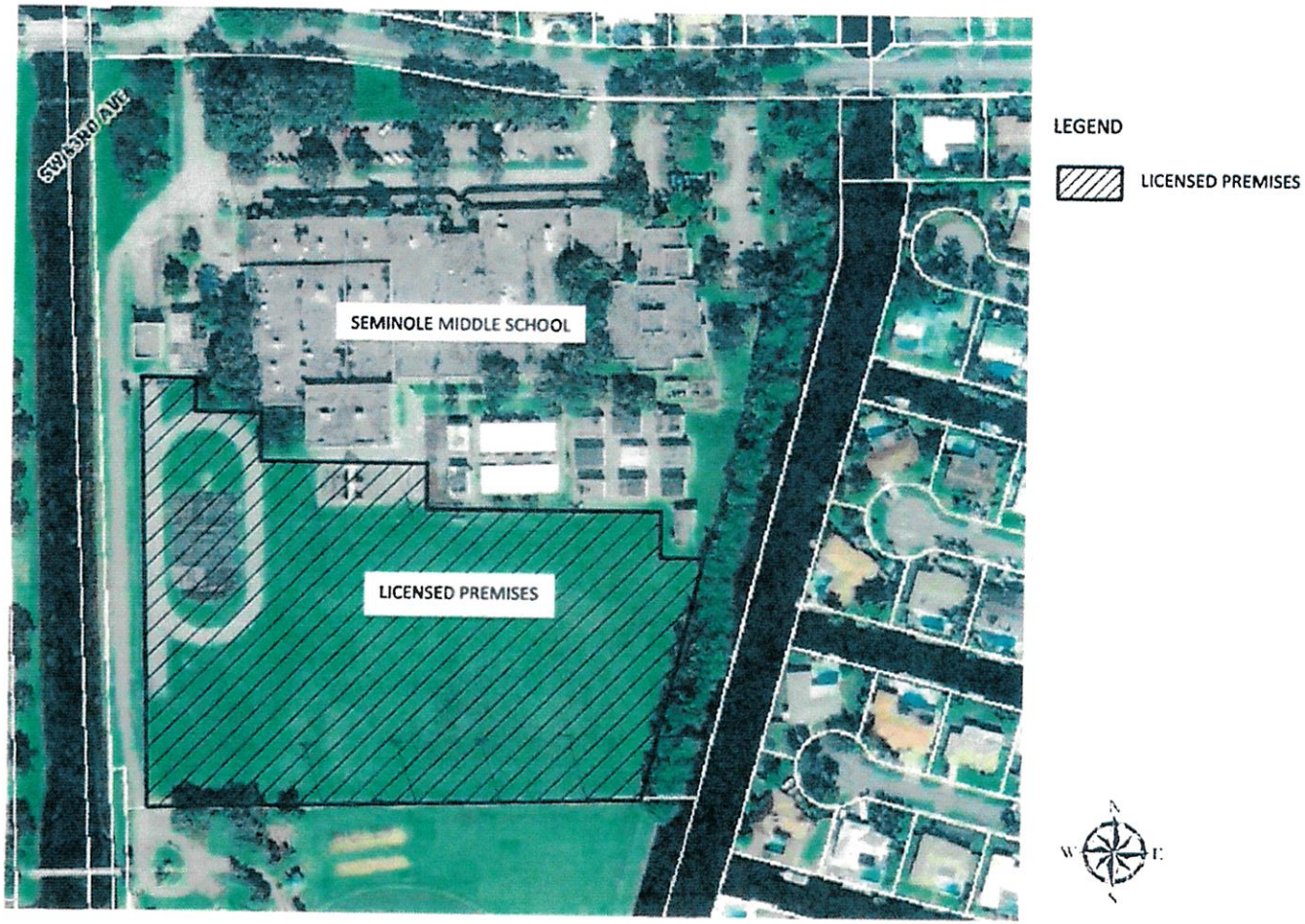
Approved as to form and legal content:

By: _____
Kerry Ezrol, City Attorney

BROWARD County Public Schools

SEMINOLE MIDDLE SCHOOLS

EXHIBIT A



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Charter Schools/Management Support

Agenda Item Number:	M-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Performance-Based Agreement- KIPP Miami, Inc.

REQUESTED ACTION:

Approve a performance-based agreement for KIPP Miami, Inc. d/b/a KIPP South Florida to operate an elementary/middle/high charter school serving grades kindergarten through twelve (K-12) beginning in the 2027 - 2028 school year.

RATIONALE:

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

EXHIBITS:

Executive Summary
Performance-Based Agreemen…
Appendix 1 - Notice of Intent-…
Signed State Affidavit
M-4 Response

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:	Donte F. Collins	Phone:	754-321-2135

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer May

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: (754) 321-2650

EXECUTIVE SUMMARY

Performance-Based Agreement- KIPP Miami, Inc.

Board Meeting Date: June 9, 2026

Requested Action:
Approve a performance-based agreement for KIPP Miami, Inc. d/b/a KIPP South Florida to operate an elementary/middle/high charter school serving grades kindergarten through twelve (K-12) beginning in the 2027-2028 school year.

General Information

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

District-zone Impact/Board Member: District 2	
School Board Policy Requirement	• Policy 1163
Statutory Requirement	• Section 1002.333, Florida Statutes
If the School Board votes "Yes"	• Pursuant to Section 1002.333(8), Florida Statutes KIPP Miami, Inc. d/b/a KIPP South Florida will have an approved performance-based agreement.
If the School Board votes "No"	• KIPP Miami, Inc. d/b/a KIPP South Florida will not have an approved performance-based agreement. • The School Board of Broward County, Florida (Sponsor) will be non-compliant with Section 1002.333(8), Florida Statutes. In that event, the Sponsor may become subject to financial penalty and Division of Administrative Hearings (DOAH) proceedings. This will result in an adverse award of attorney fees and costs in favor of the charter school.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History
On April 21, 2026, KIPP TEAM and Family submitted a Notice of Intent ("NOI") and Performance-based Agreement ("PBA") to Broward County Public Schools to operate a School of Hope, KIPP South Florida.

Authority
The Schools of Hope initiative, including the Schools of Hope Program and the designation of Hope Operators, is authorized pursuant to Section 1002.333, Florida Statutes. A Hope Operator is defined as a nonprofit entity exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code that operates three (3) or more charter schools serving students in grades K–12 in Florida or other states and has demonstrated a sustained record of effectively serving students from low-income families. To obtain designation, an applicant must satisfy the statutory eligibility criteria and be formally approved by the State Board of Education ("SBE"). Currently, the SBE has designated six (6) Hope Operators statewide: Democracy Prep Public Schools, Inc.; IDEA Public Schools; Mater Academy; Success Academy; Renaissance/Warrington Preparatory Academy; and KIPP TEAM and Family, formerly known as KIPP New Jersey.

A Hope Operator may establish a School of Hope pursuant to Section 1002.333, Florida Statutes, if the following applies:

1. The School of Hope serves students from one or more persistently low-performing schools or students who reside in a Florida Opportunity Zone;
2. The School of Hope is located in a Florida Opportunity Zone or in the attendance zone of a persistently low-performing school or within a five (5) mile radius of such a school, whichever is greater. A School of Hope may be located outside of a Florida Opportunity Zone or persistently low-performing school attendance zone if the school district does not have underused, vacant, or surplus property available for the Hope Operator to use within a Florida Opportunity Zone or persistently low-performing school attendance zone; and
3. The School of Hope is a Title I eligible school.

As amended by Senate Bill 2510 (2025), Section 1002.333(1)(c), Florida Statutes, defines a "persistently low-performing school" by three criteria, the third of which applies beginning with the 2025–2026 school year:

1. A school that has earned three school grades lower than a "C," pursuant to Section 1008.34, Fla. Stat., in at least three of the previous five years that the school received a grade and has not earned a grade of "B" or higher in the most recent two (2) school years;
2. A school that was closed pursuant to Section 1008.33(4), Fla. Stat., within two (2) years after the submission of a notice of intent; or
3. A school that was in the bottom ten (10) percent in at least two (2) of the previous three (3) years for student performance on the end-of-year administration of the coordinated screening and progress monitoring system for

Grade 3 FAST English Language Arts or Grade 4 FAST Mathematics as prescribed in Section 1008.22(3)(a)2., Fla. Stat.

Process

Section 1002.333, Florida Statutes, and Rule 6A-1.0998271, Florida Administrative Code, require Hope Operators to use FLDOE's standard Notice of Intent (NOI) and Performance-Based Agreement (PBA) forms, which are incorporated by reference and may not be modified. While a school district may identify errors or omissions and allow the Hope Operator an opportunity to cure, such deficiencies do not relieve the District of its obligation to enter into a PBA. Upon receipt of a complete NOI and draft standard PBA, the district must execute the PBA within sixty (60) days; failure to do so requires the district to reduce administrative fees for all charter schools to one percent (1%) until the PBA is finalized.

The NOI and PBA do not identify a specific site for the location of the SOH; however, KIPP indicated that the school would be located within the applicable attendance zone or within a five-mile radius (whichever is greater) of Walker Elementary School, Tedder Elementary School, Lloyd Estates Elementary School, Robert C. Markham Elementary School, Royal Palm Elementary School, or Charles Drew Elementary School, or alternatively, within a federally designated Opportunity Zone in Broward County.

The Superintendent's Charter School Review Committee (Committee) reviewed the NOI and PBA for KIPP Team and Family in accordance with Rule 6A-1.099821, Florida Administrative Code, and have determined that the submission is complete.

The term of the agreement is for a period of five (5) years, commencing on July 1, 2027, and ending on June 30, 2032.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Agreement Term: July 1, 2027, through June 30, 2032
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): Not Applicable **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority *This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.*		
Budget Impact Summary Statement: 1. Not Applicable 2. Not Applicable		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
Not Applicable	Not Applicable	Not Applicable

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
Not Applicable	Not Applicable	Not Applicable	Not Applicable	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

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

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

Additional Backup:

- Performance-Based Agreement – ONLINE
- Appendix 1 - Notice of Intent – ONLINE
- Signed State Affidavit

Performance Based Agreement

SCHOOL OF HOPE
PERFORMANCE-BASED AGREEMENT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS PERFORMANCE-BASED AGREEMENT
entered into as of the ___ day of _____ , 2026,
by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a political subdivision operating and existing under the Laws of the State of Florida and

KIPP MIAMI, Inc. (d/b/a KIPP SOUTH FLORIDA)

3000 NW 110 Street Miami, FL 33167

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings:

Department shall mean the Florida Department of Education.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

Governing Board shall mean the governing board or body of the School of Hope.

Notice of Intent shall mean the Hope Operator's Notice of Intent (including amendments) pursuant to State Board of Education Rule 6A-1.0998271, Florida Administrative Code, as submitted to the District.

Performance-based Agreement (PBA) shall mean this Performance-based Agreement entered into between the School of Hope and the District.

School shall mean KIPP Broward the School of Hope operated under this Performance-based Agreement.

School Board shall mean the locally elected school board for the district in which the Hope Operator establishes and operates the School of Hope.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Notice of Intent. A copy of the Notice of Intent is attached hereto as **Appendix 1** and constitutes a part of this Performance-based Agreement (PBA). In the event of any conflict between the Notice of Intent and any other provision of this PBA, the PBA provision shall control.

B. Term. The term of this PBA shall be for five (5) full school years commencing on July 1, 2027, and ending on June 30, 2032, unless terminated sooner as provided herein.

C. Start-Up Date. KIPP Broward School shall begin classes in August 2027. The School cannot open absent submission of all required Pre-Opening Documents as specified in Section O of this PBA. The School may defer the opening of the School's operations by providing written notice of such intent to the District and the parents of enrolled students at least thirty (30) calendar days before the date identified above. The deferral does not extend the term of this PBA.

D. PBA Renewal. This PBA shall be renewed for a term of five (5) years upon the written request of the Hope Operator unless:

1. The School fails to meet the requirements for student performance established pursuant to this PBA;

2. The School fails to meet the generally accepted standards of fiscal management; or

3. The School materially violates the law or the terms of this PBA.

E. Location. [If the School has identified and secured a facility prior to the execution of this PBA, complete section 1 below. If the School has not secured a facility prior to the execution of this PBA, complete section 2 below.]

1. The School shall be located at [INSERT PHYSICAL ADDRESS OF FACILITY]. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) calendar days prior to the School's opening. The School shall make facilities accessible to District and the local governing authority that has jurisdiction for safety inspection purposes.

2. The School shall be located within the attendance zone or a five mile radius (whichever is greater) of Walker Elementary School, Tedder Elementary School, Lloyd Estates Elementary School, Robert C. Markham Elementary School, Royal Palm Elementary School, Charles Drew Elementary School, or within federally designated Opportunity Zones within Broward County.

When the School secures a facility it shall notify the District in writing and no later than fifteen (15) calendar days prior to the School's opening, provide the District a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes. The School shall make its facilities accessible to District and the local governing authority that has jurisdiction for safety inspection purposes.

F. Grade Levels Served. The School will serve students in the following grades:

- Year 1 [2027-2028 SY]: K, 1, 2, 6
- Year 2 [2028-2029 SY]: K, 1, 2, 3, 6, 7
- Year 3 [2029-2030 SY]: K, 1, 2, 3, 4, 6, 7, 8
- Year 4 [2030-2031 SY]: K, 1, 2, 3, 4, 5, 6, 7, 8, 9
- Year 5 [2031-2032 SY]: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

The School may, at its discretion, serve students in grade levels not identified above so long as it provides written notice to the District at least thirty (30) days prior to the first day of school. The School may open additional schools to serve students enrolled in or zoned for a persistently low-performing public school as provided for in Section 1002.333(4), Florida Statutes, if the Hope Operator maintains its status under Section 1002.333(3), Florida Statutes.

The School WILL NOT serve students in the school readiness program pursuant to Chapter 1002, Part VI, Laws of Florida.

The School WILL NOT operate a public voluntary pre-kindergarten program for four-year olds.

G. Student Recruitment and Enrollment. The School will implement the student recruitment strategies and activities described in the Notice of Intent.

1. The table below includes the projected recruitment and enrollment targets for the School as described in the Notice of Intent.

Year	Total Projected K-12 Enrollment	% of students that previously attended a Persistently Low-Performing school
Year 1 – 2027-2028	308 - 616	TBD
Year 2 – 2028-2029	504 - 1,008	TBD
Year 3 – 2029-2030	1,092 - 1,568	TBD
Year 4 – 2030-2031	1,490 - 2,050	TBD
Year 5 – 2031-2032	1,748 - 2,510	TBD

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may provide the following enrollment preferences:

    a. Siblings of currently enrolled students; and

    b. Children of the school's founders, teachers and staff (so long as the total number of students allowed under this preference constitutes only a small percentage of the charter school's total enrollment).

3. Unless the School is currently receiving the federal Charter School Program Grant authorized under Title V., Part B of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act, and has been notified by the Department that it is prohibited from doing so, the School shall exempt students from persistently low-performing schools from the enrollment lottery process. If the number of applicants from persistently low-performing schools exceeds the capacity of the program class, grade level or building, all such applicants shall have an equal chance of being admitted through a random selection process.

4. If the School is oversubscribed and must conduct an admissions lottery, pursuant to Section 1002.333(5), Florida Statutes, the lottery process must be transparent and open to the public.

5. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

6. A student may withdraw from the School at any time and enroll in another public school, as determined by District or charter school policy, as applicable. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

7. The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.
8. The School will implement the parental involvement strategies described in the Notice of Intent.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non- student related records in a manner consistent with applicable Florida law. The School shall comply with Chapter 119, Florida Statutes (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The District will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school, if applicable.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the District upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the District to verify that the random selection process utilized by the School was conducted in accordance with Section 1002.333(5), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional Student Education. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and 1001.42(4) (l), Florida Statutes, and Chapter 6A-6, Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEPs), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within ten (10) calendar days.

J. Academic Accountability

1. Annual Objectives

a. By September 15th of each year, the District shall provide the School with academic student performance data on state required assessments for each student attending the School who was enrolled the prior year in another public school, pursuant to Section 1002.33(7)(a)3, Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

b. By September 15th of each year, the District shall provide the School the rates of academic progress for the prior year for comparable student populations in the District school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:

i. Students scoring a level 1 on prior year assessment
ii. Students scoring a level 2 on prior year assessment
iii. Students scoring a level 3 or higher on prior year assessments
iv. Students with disabilities
v. English Language Learners

c. By October 15th of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the District. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments such as the Northwestern Evaluation Association Measure of Academic Progress (NWEA MAP]. The goals shall also include the mission-specific educational goals described in the Notice of Intent.

d. The District shall review the proposed academic achievement goals within thirty (30) calendar days of receipt. If the District does not accept the proposed academic achievement goals, it shall provide the School with a written explanation. If the School and District cannot agree on academic achievement goals, either party may request dispute resolution pursuant to Section 1002.333(11), Florida Statutes. If the District does not provide written notification within thirty (30) calendar days of receipt, the goals shall be deemed accepted.

e. By October 15th of the second year of the School's operation, the School shall provide the District with the School's proposed academic achievement goals for the remaining years of the contract, up to a maximum of four (4) years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section J.1.c, above. Schools that have contracts in excess of five (5) years shall resubmit proposed academic achievement goals every four (4) years pursuant to the process described in this paragraph.

f. The District shall review the proposed academic achievement goals within thirty (30) calendar days of receipt. If the District does not accept the academic achievement goals, it shall provide the School with a written explanation. If the District does not respond within thirty (30) calendar days of receipt. the academic achievement goals are

deemed accepted. If the School and District cannot agree on academic achievement goals, either party may request dispute resolution pursuant to Section 1002.333(11), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

g. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract, the District shall report such shortcomings to the Department.

h. The School and District may agree to adjust the goals through a contract amendment or addendum.

2. Assessments

a. State required assessments: The School will participate in and administer all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

b. Additional Assessments: The School shall administer additional assessments as described in the Notice of Intent.

c. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

d. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the District to monitor and proctor all aspects of the School's test administration, if the District deems it necessary.

e. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all District-operated public schools.

f. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

K. Non-Renewal and Termination.

1. The District shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this PBA. The District may choose not to renew or terminate this Performance-based Agreement for any of the following reasons as set forth in Section 1002.333, Florida Statutes.

a. Failure to achieve the academic performance expectations set forth pursuant to Section J.1. of this PBA.

b. Failure to meet generally accepted standards of fiscal management.

c. Material violation of this PBA or violation of law.

2. The District shall notify the Governing Board in writing at least ninety (90) calendar days prior to non-renewing, or terminating this PBA.

3. If the District issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within fourteen (14) calendar days of receipt of the notice, request a hearing.

a. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract.

4. The District may immediately terminate this PBA pursuant to Section 1002.33(8)(d), Florida Statutes, if it sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety or welfare of the School's students exists.

5. If the School elects to terminate or non-renew the PBA, it shall provide reasonable prior notice of the election to the District indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the District. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal, the School shall not remove any public property from the premises.

L. Post Termination Provisions

1. The nonrenewal or termination of this PBA must comply with the requirements of Section 1002.33(8), Florida Statutes. If this PBA is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the District and the Governing Board and that may not reasonably be assumed to have been satisfied by the District.

2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any

assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the District (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds shall revert to the District or Department, as appropriate. Any unencumbered public funds from the School, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the District's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the District.

M. Transportation

1. The School shall provide transportation to the School's students consistent with the requirements of Sections 1006.21-27 and 1012.45, Florida Statutes. The governing board of the School may provide transportation through an agreement or contract with the School Board, a private provider, or parents. Transportation may not be a barrier to equal access for all students residing within a reasonable distance of the school.

2. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached, it shall be the subject of a separate contract. If agreement is reached with the District, the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District-operated schools.

3. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District with the name of School's private transportation provider and a copy of the signed contract no later than ten (10) business days prior to the use of the service.

4. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the District and State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. For any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the District shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty or interest.

Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

N. Indemnification

1. Any arrangement entered into to borrow or otherwise secure funds for the School, from a source other than the State or the District, shall indemnify the State and the District from any and all liability including, but not limited to, financial responsibility for the payment of the principal or interest.

2. Any loans, bonds or other financial agreements entered into by the School are not obligations of the State or the District but are obligations of the School and are payable solely from the sources of funds pledged by such agreement.

3. Notwithstanding anything else herein to the contrary, the District shall not:

a. Guarantee payment for any purchase made by the School.

b. Guarantee payment for any debts incurred by the School.

c. Guarantee payment for any loans taken out by the School.

d. Lend the District's good faith and credit in order for the School to obtain a loan or other form of credit.

4. This PBA expressly prohibits the pledging of credit or taxing power of the District or State.

O. Pre-Opening Documents

1. The following documents must be provided to the District prior to the opening of the School.

a. Facility related documents necessary to operate a public school, including:
- Lease agreement, use agreement or ownership documentation for facility, pursuant to Section 1.E of this PBA
- Certificate of occupancy
- Fire inspection
- Health Inspection

b. Documentation of fingerprinting of all staff and Governing Board members

c. Contact information for Governing Board Members

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: **KIPP MIAMI, INC., d/b/a KIPP SOUTH FLORIDA**

By: _____ 5/21/2026

Signature of Board Chair Date

Name: Dan Adan

Board Chair

The School Board of Broward County, Florida

By: _____ _____

Signature Date

Name: Sarah Leonardi

Title: Chair

ATTEST:

_____

Dr. Howard Hepburn, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____ _____

Office of the General Counsel Date

Name: _____

Attorney Name: _____

260406kippsohpbarpvrl

School of Hope Notice of Intent

As provided for in State Board of Education Rule 6A-1.0998271, Florida Administrative Code, the completed Notice of Intent must be submitted to the Superintendent of the District in which the persistently low-performing school operates with a copy submitted to the Florida Department of Education.

Notice of Intent

Cover Sheet

Hope Operator

Name of Non-Profit: **KIPP TEAM & Family Schools Inc.**

Organization: IRS FEIN #: **46-2792701**

Address: **60 Park Place, Suite 802, Newark, NJ 07102**

Executive Director/CEO: **Ryan Hill**

Primary Contact (if different): **Gabriella DiFilippo**

Phone Number: **773-350-4456**

Email: **gdifilippo@kippteamandfamily.org**

Date Organization Received Hope Operator Designation from SBE: **May 16, 2018, renewed September 2025.**

KIPP TEAM & Family, as a charter management organization (CMO), and will enter into an operating agreement with KIPP Miami Inc. to operate School of Hope schools in Broward County. KIPP TEAM & Family will use our current KIPP Miami legal entity and board of directors to operate in Broward County and will do business as KIPP South Florida. The current board already has Broward representation and will expand the board to add seats to increase Broward County representation. KIPP TEAM & Family as part of its CMO services will continue to provide the KIPP South Florida entity with school management, operations and back-office support including:

- Supporting the charter and/or schools of hope application and renewal processes;
- Providing comprehensive academic program design, including curriculum development and implementation, instructional oversight and the oversight, measurement, and management of school quality;
- Finding adequate facilities and coordinating financing and the completion of major repairs, renovations or construction;
- Fundraising on behalf of KIPP South Florida and on behalf of other schools which KIPP TEAM & Family supports;
- Recruiting, training and evaluating School Leaders, teachers, administrators and non-instructional staff;
- Human Resources services including maintaining human resource files for employees of KIPP South Florida, onboarding school staff in compliance with the policies of KIPP South Florida; and ensuring compliance with employment laws;
- Selecting and managing benefits plans for employees of KIPP South Florida;
- Financial and business management including budgeting, purchasing and accounts payable services;
- Managing purchasing in compliance requisite purchasing laws;

- Support of teachers and other staff with obtaining necessary certifications, endorsements, or other credentials;
- Information and Instructional Technology management including facilitating the School's purchase and procurement of information technology equipment and services, and providing computer and information technology support to the school, including troubleshooting, website and network design, and completion of the E-Rate application;
- Federal competitive and noncompetitive grant management and compliance oversight;
- Completing required foundation and government reports, including, but not limited to compliance reports and the School's annual report; and
- Providing marketing and community engagement support to the School.

Persistently Low-Performing School

KIPP TEAM & Family is targeting neighborhoods within a 5-mile radius around the following persistently low performing schools in Broward County:

Name of School: Walker Elementary School
MSID Number: 0321
Address: 1001 NW 4th St, Fort Lauderdale, FL 33311
School Grades Served: K-5

Name of School: Tedder Elementary School
MSID Number: 0571
Address: 4157 NE 1st Ter., Pompano Beach, FL 33064
School Grades Served: PK-5

Name of School: Lloyd Estates Elementary School
MSID Number: 1091
Address: 750 NW 41st St., Fort Lauderdale, FL 33309
School Grades Served: PK-5-

Name of School: Robert C. Markham Elementary School
MSID Number: 1671
Address: 1501 NW 15th Ave, Pompano Beach, FL 33069
School Grades Served: PK-5

Name of School: Royal Palm Elementary School
MSID Number: 1851
Address: 1951 NW 56th Ave., Lauderhill, FL 33313
School Grades Served: K-5

Name of School: Charles Drew Elementary School
MSID Number: 3221
Address: 1000 NW 31st Ave, Pompano Beach, FL 33069
School Grades Served: PK-5

Proposed School of Hope

Name of School: **KIPP Broward**

Address/Geographic Area: We will target the neighborhoods within a 5 mile radius of the named persistently low performing schools. Additionally we will target the following economic opportunity zones: Hallandale, West Park, Miramar, Lauderhill, Lauderdale Lakes, West Fort Lauderdale, and Pompano Beach.

Proximity to Persistently Low-Performing School: We are currently exploring several sites in proximity to the named PLPs and OZs.

Authorizing Entity

This Notice of Intent is being filed with: **Broward County Public Schools.**

I certify that I have the authority to submit this Notice of Intent on behalf of the above name organization and that all information contained herein is complete and accurate. The person named as the primary contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.



	Co-President
Signature	*Title*
Gabriella DiFilippo	March 23, 2026
Printed Name	*Date*

Section A: Mission Statement

1. Provide the mission and vision statements for the proposed School of Hope charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

KIPP, the Knowledge is Power Program, is a national nonprofit network of college-preparatory, public charter schools educating elementary, middle, and high school students with a 20-plus year track record of preparing students in educationally underserved communities for success in college and life. KIPP schools currently operate in 21 states and the District of Columbia.

KIPP's mission is to create a respected, influential, and national network of public schools that are successful in helping students from educationally underserved communities develop the knowledge, skills, character, and habits needed to succeed in college and the competitive world beyond.

KIPP South Florida's mission is to create a network of schools in Broward County that instill in their students the desire and ability to succeed in college, in order to change the world.

The KIPP model that KIPP South Florida - Broward will follow has a proven record of providing students with the knowledge, skills, and character strengths needed for success through college and a choice-filled life. We do this first by cultivating a culture of high expectations for achievement and conduct, with a college-going focus and support tailored to each student's needs. Our students gain more instructional time throughout the school year through extended school days and additional instructional days. This allows for greater academic focus, a results-driven approach, and high-quality teaching delivered by educators who are committed to continuous learning and professional growth. Each student's progress is evaluated via bi-weekly mastery quizzes and quarterly student assessments, which allow for personalized intervention. Our network has custom-built dashboards to make this data actionable on a weekly basis. We collect hundreds of data points on each of our students throughout the year, and send them to parents weekly to keep them informed of their student's progress. Our students' families are also part of the KIPP experience--teachers and leaders conduct home visits to listen to the student's story and share KIPP's expectations as they enter the school (i.e. entry years); we host family events throughout the year to encourage regular involvement, and have resources for families in our schools.

KIPP's academic strategy is described in detail in Section B.

Section B: Academic Focus and Plan

1. Describe the proposed charter school's educational program.

KIPP South Florida - Broward's educational program focuses on preparing students for college and career.

We continuously work toward the following beliefs, which provide the foundation of our vision for literacy and math instruction and are consistent across all content areas in our schools. We have not yet sought accreditation but it is possible that over the course of the Performance Based Agreement (PBA) we will do so through the Southern Association of College and Schools.

Literacy

We believe literacy begins with foundational skills. We are believers in the science of reading and use the FLDOE tool to complete our District Comprehensive Evidence-Based Reading Plan which we have attached in the appendix (Attachment E) for a full description of our approach. We are currently in the process of updating this for high school, since we currently do not operate high schools, but will next year.

We believe that reading grants access to the world within, around, and beyond ourselves.
Our students know that reading broadens horizons, deepens knowledge, sparks curiosity, and inspires joy. So, in our classrooms and in their own lives, they are constantly interacting with a variety of relevant and rigorous texts that push their thinking and expand their understanding of the world. They read and write about text deeply to demonstrate mastery of the Florida BEST Standards and learn how to use literacy to build their own agency. Through reading with our students, we develop a greater appreciation for the vast potential, complexity, and beauty of the human experience, and we are all better for it. Our students are active, engaged readers, implementing metacognitive strategies to monitor their fluency and comprehension; connect their thinking to larger themes during read-alouds, shared reading, and close reads. They gain confidence and facility with texts at their grade levels, instructional levels, and independent levels, and our literacy approach consists of instruction in all three. Our students develop their own means of interacting with text, using annotation, note-taking, comprehension strategies, and thinking jobs as just a few of the many ways to build meaning as they read. They approach unfamiliar texts with the know-how necessary to access language, read critically, appreciate craft, and comprehend fully: they are not defeated by the words in front of them.

We believe in the power of the pen.
Our students find their own voices in writing, breaking from formulas and traversing all genres with skill and nuance. Our students learn to develop claims about text and the world at large, organize writing to best support those points, select and connect relevant evidence, and deliver thoughts clearly and skillfully. They appreciate the author's craft, recognizing it in anchor texts and honing their own techniques through close study and practice with vocabulary and grammar. They experiment and get creative in their writing. Graphic organizers—when used at all—are a means, not an end. Our students have a passion for precision, refining their written work through cycles of feedback and revision. They read and respond to their teammates' work, engaging in peer analysis and review. They practice writing in multiple formats, so that their thoughts are expressed as fluidly on the screen as they are on paper. Our students recognize that excellence in writing opens doors to college and career success.

We believe in discussing what we read, write, and think.
Our students regularly engage in critical, constructive discourse as an opportunity to present, support, and deepen their thinking. They discuss, they debate, and they revise their thoughts when presented with strong counterpoints. Our lessons include closing discourse and frequent discussion moments, and our students embrace the power of learning from one another, whether in whole groups or in partners. During these discussions, students regularly encounter questions like “why?”, “how do you know that?”, “evaluate your teammate’s thinking,” and “what evidence do you see for that claim?” They believe in the value of collaborating with teammates to push their own thinking and understanding. Through discourse, our students develop empathy and curiosity about what’s different, and develop the passion and knowledge to disrupt the status quo.

We believe teachers are at the heart of our students’ literacy success.
Our students love reading and writing, and so do we. So, we study the demands and the beauty of the standards, recognizing and refining thinking steps that get students to mastery. We also study the text and do the students’ work in advance, so that we can use that experience to plan strategically and encourage productive struggle. We ask students to do the intellectual heavy lifting on the essential questions, and we scaffold sparingly, because we believe in building our students’ independence. We urgently monitor our students’ discussion, writing, and thinking during lessons, so that we can swiftly respond to misconceptions and help them clarify their thinking during whole-class discourse. We read and respond to student writing with precise and meaningful feedback that helps them celebrate their strengths and understand how to improve. We close every lesson with students naming the transferrable takeaway and demonstrating mastery via independent, standard aligned exit tickets. Then, we design and monitor ongoing assessments and strategic reteaching to measure, produce, and recognize student growth. And because we know our students deserve to read at or above their grade level, we commit to relentless intervention to catch them up, until every one of our students can access grade level text.

Mathematics

We believe that math instruction should be engaging, and that there is value in productive struggle.
Our students solve engaging, challenging math problems in class. Their engagement is grounded in the challenge. Through the tasks put in front of them and the culture of collaboration in the classroom, our students fall in love with the study of mathematics. We reject “I do - we do - you do” teaching in which students watch a teacher solve a problem and then imitate the teacher’s approach. Instead, our math lessons require students to use what they know to attack a new problem that is one step beyond what they have ever done, but achievable with struggle. Our students articulate their process, even when that articulation is in itself a struggle. It’s not enough for them to be able to get the right answer - they must also be able to explain how they got it and why it is correct. To assist in mastering the concept, we believe in repetition of practice so students are able to execute the skill with automaticity.

We believe in thinking flexibly about math, and we encourage the use of multiple representations.
We know that the "one size fits all" approach to teaching mathematics does not work. Our curriculum encourages logical thinking and allows for a number of different, but equally valuable, strategies. Teachers plan lessons by considering all the strategies that students might use to attack the problem and consider how to explicitly draw connections between those strategies.

We believe learning deepens when students share their reasoning and critique the reasoning of others.
Our math classes are classrooms of questions and answers, of inquiry and explanations, of conjectures and justifications, and of written and oral discourse. We know that writing helps to clarify our thinking and that teaching another strengthens our own learning. So, our classrooms put vibrant student discourse front and center, in the form of meaningful partner and group work as well as whole group discussion. During these discussions, students regularly encounter questions like "why?", "how do you know that?", "evaluate your teammate's thinking," "how can you make your thinking visible?," and "can you prove it?"

We give students opportunities to learn math through context, rather than rules or "tricks."
We use realistic contexts to bring mathematics to life first – before moving to abstraction. For example, students get opportunities to make sense of fraction division by solving real-world problems and tasks (e.g. considering how to share 1⁄4 of a pie evenly between 3 friends) and then have the opportunity to make connections between the mathematics in each scenario as they explore strategies for solving fraction division, rather than simply teaching students, "Don't ask why, invert and multiply." We seize every opportunity to use math to explain the world, because we want our students to see the inherent beauty and interconnectedness of mathematics.

We believe in building conceptual and application-level understanding, and in mastering procedural skills. We also believe in incorporating meaningful, strategic, and on-going cumulative review.
All are essential for students to apply their knowledge to a range of problems. For this reason, our teachers blend conceptual understanding (e.g., the meaning of area and perimeter and how they are related) with a focus on mathematical skills (e.g., how to find the area and perimeter of plane figures) and approach opportunities to discuss and explore existing misconceptions with enthusiasm. We don't simply tell students what's right or wrong. We recognize that one of the most effective strategies for fostering mastery and retention of critical skills is daily, cumulative review. Teachers do this to keep skills sharp, review vocabulary, and reinforce both conceptual understandings and procedural fluency.

We believe in attaining a clear picture of mastery by the end of the lesson – for students and teachers.
Our teachers urgently monitor understanding throughout the lesson, collecting data on kid learning, and making instructional decisions based on that data. At the end of each lesson, everyone knows what the point of the lesson was. Lessons end with a summary: a teacher or a student summarizes what was learned from the lesson and reinforces connections between strategies and content. Students can tell whether they got it. We determine mastery not by whether or not students can do the same problem again, but whether they can apply that knowledge to another (and significantly different) problem. Exit tickets are used consistently to measure and monitor progress.

We believe teachers are at the heart of our students' success in mathematics.
Our students love math, and so do we. So, we thoroughly study each lesson. Prior to each lesson, we build a clear understanding of the mathematical concept, the specific learning expectations for our students, guided by the criteria for success and how and where these expectations fit into the larger unit. We work through the set of problems, tasks, and/or activities to create an exemplar that will support in identifying pivotal moments in the lesson and in recognizing the thinking skills required to be successful. We plan out how we will engage and hook students into the learning. We identify a key set of questions and expected student responses that centers on students' desired understandings and key takeaways. In identifying the heartiest questions, we recognize that less is more – and we prepare to engage in rich discourse around those questions. We consider the errors that students are likely to make and misconceptions that students are likely to have, and we prepare strategies and questions that address these errors and misconceptions. We identify how student mastery will be assessed, and we commit to reteaching students who have not yet mastered what they need to.

2. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

KIPP South Florida - Broward's learning environments will be characterized by high expectations for academics and character, a clear vision of "to and through college" for every student, and a positive culture among students and staff. The organization of the school creates a small school feel through personalization and highly supportive learning environments.

Extended Instructional Time
Extended instructional time provides KIPP South Florida - Broward students with more instruction and support through a longer week and year. Students will attend school for an average of 7.5 hours per day four days a week, with a fifth "early release" day each week to provide school faculty with time for collaborative planning, professional development, and data analysis.

Specifically, extended instructional time includes:

- A school day that runs from 8:00 am to 3:30 pm
- Supplemental programming beginning after the school day ends and running until 6:00 pm.

An early release day includes:

- A school day that runs from 8:00 am to 1:30 pm
- Teachers engage in professional development and content sessions from 2:00 pm to 4:30 pm every Wednesday.

The additional minutes and supplemental programming ensures every student has the instruction and individualized support needed to meet and exceed annual academic goals. This time also allows for mentorship of students building camaraderie and providing invaluable support for every student and

his/her family. Extended time for staff means robust support and training to serve their students, including professional learning communities that collaborate in professional development and planning.

Common Expectations and Protocols

Expectations, tools, protocols, and routines aligned to the mission are common across KIPP South Florida - Broward Schools' classrooms, creating clarity for students. For instance, KIPP South Florida - Broward schools articulate expectations for classroom behavior (i.e., how a student demonstrates that s/he is listening), common whiteboard configurations, lesson planning templates, forms and protocols for teachers, and rubrics for assignments. Techniques described in Doug Lemov's *Teach Like a Champion* and John Saphier's *The Skillful Teacher* are the basis for teachers' instructional norms and strategies, providing a consistent feel and expectation for all students across all classrooms. We also administer regular standard mastery quizzes and facilitate a teacher analysis protocol using a data dashboard that updates in near real time to ensure data is driving instructional decisions. Our teachers also engage in rigorous internalization of the curriculum and content and our observed and provided feedback on content specific look-fors that, similar to the above mentioned pedagogical moves, are based in research (e.g. Hollis Scarborough's Reading Rope).

Small Groups and Individualized Instruction

KIPP South Florida - Broward's approach includes identifying the needs of students and tailoring instruction to meet each student's needs. In elementary school, small groups are a key way we personalize instruction, and in middle school, we continue that practice via guided reading and math instruction as needed, and/or personalized blended learning options tailored to meet students where they are.

KIPP South Florida - Broward is investing in a staff that includes Teachers in Residence, teachers who are developing their craft and who support the core classroom teachers in small group instruction. Focusing on small groups of students with similar needs allows teachers to adjust instruction to student data, reinforce concepts, and encourage advanced students to take on new challenges. Additionally, the frequent use of reliable, authentic assessment measures informs these flexible groupings, and classroom space will include leveled classroom libraries, separate tables to facilitate group work, and technology devices and other platforms for self-paced practice. The teacher in Residence program also provides an internal pipeline to ensure stronger retention and academic outcomes in year one of teaching.

Lastly, we hire reading interventionists and ESE teachers who support both push in and pull out instruction for both our students who are ESE classified or are in the lower 25% on the FAST reading assessment. Our ESE teachers are pulling our Tier 3 students for 80-120 minutes of additional reading instruction on top of the required ESE minutes.

Instructional Coaching

Each assistant principal will manage and support a group of teachers and share ownership over the success of students in those teachers' classrooms. Their responsibilities include regular teacher observation and feedback cycles; data analysis and disaggregation to help inform teachers' instructional strategies for both

individual students and groups of students; and facilitation of content and data study meetings designed to help teachers further increase their own mastery of content and pedagogy. A teacher's weekly schedule includes dedicated time for guided data analysis with the assistant principal and subsequent planning, one-on-one meetings with their manager for coaching and feedback, and content team meetings to engage with peers to improve instruction. Our newest teachers will be participants in a professional development program tailored specifically for them to quickly accelerate both skills and content knowledge.

Intensive, College-Going Culture

KIPP South Florida - Broward's intentionality and consistency to provide a pathway to college graduation for all students sets it apart. Starting in kindergarten, students learn about and talk about college. Cohorts are named by their college graduation year (i.e., the founding kindergarteners will be the Class of 2041) and classes are named by the university the lead teacher attended (i.e., The University of Florida). We pair this with robust family involvement and support along the student's academic journey, which in early grades includes exposing families to the college-going process and financial planning and aid. We also offer our students the support of the KIPP Forward team, which provides guidance for college application and match and support to empower alumni to persist through to college graduation.

Class Sizes

Class size will be in accordance with s. 1003.03, calculated as the average at the school level.

3. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards, as provided for in Section 1003.41, Florida Statutes. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi- tiered level of supports that will be provided to students who are performing below grade level.

All curriculum we use is on the approved list of Florida curriculum and BEST or NGSSS aligned. Below is a table that outlines for each academic area the core curriculum we are planning to use. More detailed high school curriculum is listed in detail under the high school section below.

Grade	Core Curriculum
English Language Arts	
K-2	Amplify CKLA - Skills & Knowledge iReady
3-5	McGraw Hill - Wonders iReady

6-8	SAVVAS - My Perspectives iReady
9-12	SAVVAS My Perspectives
Math	
K-5	McGraw Hill - Florida Reveal
6-8	Carnegie Math iReady iXL
Alg I	Carnegie Math
9-10	Carnegie Math
11-12	Open to following Broward Public Schools Cengage
Science	
K-8	SAVVAS Science
9-12	SAVVAS Science
Social Studies	
K-8	Gallopade
Civics	Florida Transformative Education Gateway to American Civics and Government
9-12	McGraw Hill

English Language Arts Approaches and Structures

In grades K-2, we use Amplify CKLA which is composed of both Knowledge and Skills components built around the science of reading. Students receive 120 minutes of reading instruction, including 60 minutes of phonics. In addition, students have a 30-40 minute block of literacy intervention where they receive differentiated support based on assessments and DIBELs progress monitoring. We believe in the use of data and providing students with frequent opportunities to practice with real time correction from the teacher.

In grades 3-5, we use McGraw Hill Wonders. Students receive 90 minutes of ELA instruction aligned to the core curriculum. In addition students also have 35 minutes of differentiated reading intervention (based on

assessment data and DIBELS progress monitoring data) and 35 minutes of a writer's workshop to help students develop analysis, critical thinking, and writing skills, as well as prepare students for state writing assessments.

In grades 6-8, we use SAVVAS My Perspectives. Students receive 90 minutes of ELA instruction as well as differentiated instruction on standards to ensure mastery. Reading and writing are woven together and are a part of the daily lesson structure.

With writing, we believe that the best way to build our students' capacity to understand author's craft in text is to develop their capacity as writers themselves. This means that our writing model will allow students to experiment as writers with the craft moves and techniques they encounter in their reading. Writing within genres requires students to think through how their moves as writers create impact. Our writing model will help to support the idea of our students falling in love with reading by developing their sense of themselves as both creators and consumers of engaging, meaningful text.

Students who are not grade level proficient are scheduled to receive additional differentiated instruction during daily intervention periods. During this time students have additional time on phonics instruction through mCLASS (as dictated by assessment data or DIBELS progress monitors), iReady support and guided reading interventions.

Math Approaches and Structures

We use Florida Reveal, Carnegie Math , and Cognitively Guided Instruction (CGI) for intervention through which students explore problems and concepts, and utilize discourse and evaluation to develop stronger conceptual understandings. We emphasize flexibility in problem-solving, and we rely on math routines to build procedural fluency and a deeper understanding of numbers and patterns. In addition to minutes dedicated to conceptual mastery, we also offer students time dedicated to spiraled review and reteach, based on the data we are garnering from formative and summative assessments given over the course of the year. Students receive 60 minutes of direct instruction and 30 minutes of differentiated intervention in elementary school. In middle school, students have 90 minutes of math instruction daily.

Science Curriculum

In Grades K – 8, we use materials and scope & sequence from SAVVAS Science, which is aligned to the Florida State Academic Standards for Science. The curriculum provides aligned, hands-on activities for students to engage in real-world science applications. In Grades 9 – 12, we use McGraw Hill for curriculum and Florida Miller & Levine for our Biology courses. In high school, we offer Physics, Chemistry, Biology, AP Environmental, AP Biology as the course options.

Social Studies Curriculum

For Social Studies, we use Gallopade and adjust as needed to ensure high quality history instruction, but also incorporate a number of elements that align more closely to our instructional vision, noted above. Our History curriculum thus includes at least one C3 inquiry per unit, allowing students to engage with rich,

authentic text from or about a specific time period in order to discover more about the occurrences being described. We also include meaningful project-based-learning opportunities for students in our Social Studies curriculum, and include a current-events based lesson once a week. This mix of approaches in Social Studies offers our students the opportunity to learn key facts and skills, while also learning through inquiry and advocacy as well. In High School, our History courses use KIPP Foundation's AP for All curriculum. Our high school History courses are: AP World History and AP U.S. History. Additionally we will use these materials along with resources like Newsela and the History Alive! curriculum, which will be used as components of the social studies curriculum.

Combining these resources, the social studies curriculum will be reading intensive, and involve the analysis of primary and secondary sources with an emphasis on project-based assessments. It will also explicitly tie to character development and habits of mind necessary for success in college and beyond.

Cross-Curricular Instructional Strategies

Multiple Modalities of Instruction

KIPP South Florida - Broward will have common strategies, protocols and expectations, and will also support teachers to implement a range of modalities that keep students engaged and successful. Our extended time model is conducive to combining and integrating multiple instructional techniques throughout the day. Instructional methods that may be implemented at KIPP South Florida - Broward will include, but are not limited to:

- Direct instruction
- Small group and one-on-one tutorials
- Collaborative learning
- Seminar style learning
- Performance assessment
- Personalized and blended learning
- Socratic seminars and debates
- Inquiry-based instruction
- Blended learning

The effectiveness of these modalities will be evaluated when teachers review student assessment data and when leaders observe teachers so that practices can be refined to provide rigorous, standards-aligned lessons that engage all students.

Vertical and Horizontal Alignment

All content area curricula are vertically aligned with common practices and approaches. Prior to the start of the academic year, all teachers are provided with a scope and sequence for each content area that bundle standards across the year to ensure that all standards are covered. Each scope and sequence includes adequate re-teaching time and spiraling of foundational standards. Collaborative data analysis and planning meetings in content team meetings across grades allow teachers to share information about how students

are mastering and retaining information as they progress to the next grade level, so every student can master the standards.

We do this work even with programs that are different. In grades K-2, Amplify CKLA has a knowledge component of the curriculum to assist with building directly aligned background knowledge by topics. The Achievement Director for grades 3-5 aligns topics and units from CKLA Knowledge to Wonders where there is overlap. Where there isn't sufficient overlay between the two curricula, Achievement Directors build in one to two project-based learning activities that allow for students to deepen their understanding and background knowledge on specific topics. Teachers are also required to plan one project-based learning activity for each unit within the school year.

For example, when reading a unit where students were introduced to voting, during the PLC, teachers planned a project-based learning activity where students learned the entire election process. Some students campaigned and ran for president in class. Then, students had the opportunity to vote for a president and vice president and during open house elected presidents gave an inauguration speech. This project both introduced students to the election process and government while building students' background knowledge for the unit.

Data-Driven Decision-Making and Planning

As described in greater detail in Section 5, KIPP's focus on results is manifested in frequent, reliable assessment measures, primarily consisting of formal assessments in each grade level and content area that are tracked in the school's data system. In addition to state-mandated assessments, students will participate in i-Ready testing for reading and math upon entering our schools and 3 times annually; quarterly benchmarks to assess mastery of the standards covered to that point; and weekly assessments (in either math or reading) to drive short-term instructional planning. We call these weekly assessments Cumulative Review Quizzes (CRQs). These assessments are comprised of the most assessed Teachers will work with their content teams and instructional coaches to analyze and monitor progress with these data and other data they surface (i.e., exit tickets and interim assessments) during weekly PD on Wednesday in order to inform individual student goals, design flexible small group structures and adjust their lessons to student needs. After analyzing the data with teachers, our instructional leaders and school leaders meet on a weekly basis in Data and Key Initiative (DKI) meetings to discuss what changes need to be made to curriculum, intervention, or coaching in order to meet student academic needs and close any gaps. At KIPP we believe in implementing a structured, consistent approach to analysis to ensure data effectively and reliably drives all decision-making.

For further clarification in grades K-1, students are not assessed weekly using STAR, DIBELS and i-Ready. For Tier 1 instruction, students take one assessment per week, either in math or ELA that is aligned to the BEST standards. This is a progress monitoring towards grade level standards, skills and content. For tier II academic interventions, According to the DIBELS Benchmark Assessment (taken three times per year, beginning of year, middle of year, and end of year) students who are considered reading significantly well-below grade level are progress monitored every two weeks on specific foundational reading skills using DIBELS short progress monitoring tool and students who are considered reading below grade level are progressed monitored once per month using short DIBELS progress monitoring tools. Students who are

below grade level in math according to the STAR math and i-Ready Diagnostic assessment participate in the i-Ready growth monitoring check one per month for tier II academic interventions.

In addition, every 6 weeks we conduct an Instructional Review (IR) at each school. During this time school, regional and network leaders will observe every classroom and school-wide system (arrival, lunch, dismissal) to observe and collect data. This data is compiled with student assessment data, attendance, and school culture and time is held for guided analysis and collaborative planning to respond to this data. Schools then present an Improve Student Outcomes Plan to communicate how resources and support will be differentiated in an effort to respond to the IR data.

Partnerships with Families and Students for Goal Setting and Progress Monitoring

KIPP South Florida - Broward partners with our families in academics, and communicates frequently about student goals and progress. For instance, individual reading goals will be set during a family-student-teacher conferences, and quarterly standards-based report cards and semi-quarterly progress reports will be shared with families. This includes FAST results and i-Ready reports to show growth toward annual growth goals, DIBELS reports to show reading acquisition and growth through 8th grade. Students and families will be able to articulate student goals and what data communicates about progress toward goals to develop a shared ownership for that growth.

Instructional Strategies

Assessment and Data-Driven Decision-Making

At the beginning of every K-8 school year, each child's current reading level and target skills will be assessed using DIBELS assessments and i-Ready. These data, coupled with STAR results for K-2nd grade and FAST results for 3rd-8th grade students, will serve as the primary means of informing literacy instruction. Teachers will be supported in tracking literacy data throughout their classes to inform flexible intervention groups and leaders will rely on these data to drive teacher coaching and professional development.

Students who do not meet literacy benchmarks will receive targeted support, including push-in services, small group instruction, individualized interventions from an ESE or intervention teacher, preferential seating, a modified curriculum, adapted assignments, and extended instructional time. Use of blended learning tools, such as iReady, IXL, and Progress Learning provide another means of individualized practice that aligns with assessment data. Students may also receive tutoring individually and in small groups during the school day and after school. In elementary and middle school, students who are behind grade level reading receive various interventions, including small group reading instruction, adaptive blended learning platform support (like I-Ready MyPath), and ongoing DIBELS testing and mCLASS lessons.

In high school, students engage in a robust SAT prep experience to ensure they can reach the goal of a 1010 on the SAT by the end of their junior year. An SAT composite score of 1010 is recognized as a national benchmark for college readiness, and expands the potential opportunities for financial aid and scholarships.

Students begin taking diagnostic and practice SAT tests and sample sections in 9th grade, and take full-length pre- and post- released SAT at the beginning and end of 9th, 10th, and 11th grades. Our high school teachers use the data from these practice tests to inform instruction in our content courses, embedding SAT content in the curriculum they already teach, as well as in targeted small-group practice on skills and strategies specific to the SAT format. Every student has individual check-ins about their ACT progress throughout 9th, 10th, and 11th grades.

Data Driven Reading Intervention

During the intervention block, the teacher will utilize data (standard aligned assessment and DIBELS progress monitoring) to differentiate for students including direct instruction, frequent practice and feedback on lagging skills, computer adaptive learning, and research backed reading and writing practices to any academic gaps. We fully embrace the science of reading and teachers pull small groups and utilize DIBELS progress monitoring data to provide direct instruction and multiple at-bats using mCLASS materials. This reading model provides strategies that are supported by recommended lessons, texts, and instructional practices to target a specific skill. Our approach to intervention supports all learners and was specifically developed to address the best practices of sheltered immersion for ELLs and literacy acquisition and development for struggling students. The approach allows teachers to target skill development by developing student ability in phonemic awareness, phonics and alphabetic principle, fluency, and comprehension.

Small groups are skill-based and are formed using the most recent data sets. Teachers triangulate summative data, formative data, and classroom observation to form small groups for reading and math interventions to form small groups on a recurring basis are initially level based and then teachers are using the most recent data to differentiate based on skill. With the knowledge of students' achievement levels, teachers use that as an overarching goal as they progress monitor towards grade level standard mastery.

Vocabulary Development

Research shows that students with greater vocabularies are better readers and more successful learners. Thus, KIPP South Florida - Broward will incorporate direct vocabulary instruction through the Wordly Wise curriculum in literacy and across content areas for all grade levels. The focus on vocabulary goes beyond word walls and building schema through vocabulary as a pre-reading exercise. All teachers utilize a multisyllabic decoding routine and the Marzano six-step approach to build students' vocabulary across content areas:

1. Provide a description, explanation, or example of the new term
2. Ask students to restate the description, explanation, or example in their own words
3. Ask students to construct a picture, pictograph, or symbolic representation of the term
4. Engage students periodically in activities that help them add to their knowledge of the terms in their vocabulary notebooks
5. Periodically ask students to discuss the terms with one another
6. Involve students periodically in games that enable them to play with terms

Differentiated Instruction

KIPP South Florida - Broward schools are designed to serve students who enter school significantly below grade level. KIPP South Florida - Broward welcomes all students, regardless of need, and provides the necessary support to ensure all students are achieving academically. As outlined above, each student will be assessed annually in grades K-8 at the beginning of the year using DIBELS and i-Ready assessments in reading and i-Ready in math (aligned to the Florida standards). These specific assessments have been chosen in large part because of the accuracy, alignment to state testing, and availability of data by strand, subgroup, and individual. Frequent data collection and analysis for each student enables staff to ensure that those students who enter below grade level have specific growth areas identified and targeted from the start.

In addition to these assessments, weekly assessments are built into lesson plans and reported through a custom dashboard so they can be analyzed as part of each teacher's weekly coaching session. The daily intervention block in all grades and flexible groupings used within extended instructional periods all provide robust time for instruction that is differentiated according to each student's needs. Summer programming provides foundational skill spiraling and multiple modalities of essential skills to enrich every student's start. In addition, the common lesson plan format requires teachers to outline how each lesson is differentiated for specific student needs, learning styles, and standards mastery.

A number of the school structures described previously are part of the supports for struggling students in engagement and mastery of the curriculum, which include but are not limited to:

- KIPP Literacy Framework, with literacy emphasized across the curriculum and four annual assessments to guide instruction and interventions
- Flexible, differentiated small groups
- Extended learning time
- i-Ready test and quarterly benchmark assessments, with use of this data to drive instruction, interventions, and student groupings
- Frequent formal and informal family communication that provides information and strategies for supporting academic growth at home
- Curriculum and instructional strategies that have been demonstrated to affect significant gains for students behind grade level

Because the school will administer academic instruction with a differentiated approach, gifted students and others exceeding standards will also be challenged within the instructional program.

Response to Intervention (Tiered Support)

KIPP South Florida - Broward will align with the Florida Department of Education's Multi-Tiered System of Supports (MTSS) through a Response to Intervention (RtI) model that provides students who are performing below grade level the interventions they need to master standards. We have attached our MTSS Guide (Appendix F). For students unable to meet behavior and academic goals with the differentiation

strategies outlined above, the system of support at KIPP South Florida - Broward will be organized into tiers according to the needs of students.

Each school will have a Program Specialist who serves as the Student Support Team (SST) Coordinator and facilitates all SST meetings when a student is being considered for movement between tiers.

When a referral for evaluation is being considered, the Regional School Psychologist will participate in the SST meeting to provide input and ensure that consent for evaluation is comprehensive and aligned to all identified areas of concern.

Academics:
Each school has Grade Level Chairs who lead grade-level data review meetings. These teams meet at least four times per year, following each intervention cycle, to review student progress monitoring data. During these meetings, students are considered for movement between tiers based on their individual response to intervention.

Students being considered for Tier 3 must have a minimum of six weeks of Tier 2 intervention data, along with additional relevant data points. This information is compiled and submitted to the Program Specialist, who schedules and facilitates an SST meeting with the parent and teacher. During this meeting, data is reviewed and, if appropriate, a Tier 3 intervention plan is developed, which includes both school-based and at-home supports.

If the student demonstrates limited or inconsistent progress, a follow-up SST meeting is convened by the Program Specialist, including the parent, teacher, and Regional School Psychologist, to consider referral for evaluation.

Behavior:
A similar MTSS process is followed for behavior, with clearly defined criteria for more immediate escalation when warranted. In cases where behaviors significantly disrupt the learning environment over time or involve physical aggression, movement to Tier 3 is not contingent upon completing a full six-week Tier 2 cycle.

Students may be fast-tracked to Tier 3 behavioral interventions (including consideration for FBA/BIP) if they meet any of the following criteria:

- More than three behavioral referrals within a six-week period
- Involvement in a severe physical altercation resulting in significant harm to self or others
- Daily, severe disruption of the learning environment for five consecutive days

The school implements clearly defined decision rules for both academic and behavioral MTSS:

Academic MTSS:
After a six-week Tier 2 intervention cycle, students demonstrating minimal progress, stagnation, or regression based on progress monitoring data will be considered for Tier 3 interventions through the SST process.

Behavioral MTSS:
For non-disruptive behaviors (e.g., non-compliance, off-task behavior, sleeping), students must have at least six weeks of Tier 2 intervention data. If progress is insufficient, the teacher submits a referral (including intervention data and relevant background information) to the Program Specialist, who schedules and facilitates a Tier 3 SST meeting. The School Counselor is included as a member of the team for behavioral cases.

All MTSS interventions and progress monitoring data—both academic and behavioral—will be documented in FOCUS. This ensures that district personnel have real-time access to student data for review as needed.

Parents are formally notified and actively involved throughout the MTSS process.

For Tier 2, a notification letter is sent to parents via FOCUS informing them that their child is receiving Tier 2 interventions, including the focus and goals of those supports.

For Tier 3, parents are invited to participate in the SST meeting where movement to Tier 3 is considered. During this meeting, all Tier 2 data is reviewed, and the rationale for more intensive interventions is clearly explained. A Tier 3 intervention plan is then developed collaboratively, outlining both school-based and at-home strategies. All participants, including the parent, sign the plan to indicate agreement and commitment to implementation with fidelity.

KIPP South Florida - Broward will establish objective, measurable goals for students each year and at progress checkpoints throughout each year. The frequent, reliable access to data to assess progress toward these checkpoints enables teachers to determine what tier of support is necessary. The in-class differentiation described above is the first tier of support, and it is implemented across classrooms to meet the needs of varied learners who have different learning styles, foundational skills, and needs. The clear systems, structures, and expectations at KIPP provide the first tier of support for behavior. The second tier of supports is addressed in small, flexibly grouped pull-outs based on assessment data. This daily intervention period ensures time is protected for the second tier of support for those students who need it. This time also enables the school to provide different types of challenges to those students who are already meeting and exceeding goals. Behavioral supports for tier 2 include individualized student behavior plans. Tier three interventions provide small group or one-on-one support through push-in or pull-out models to provide a more micro-level of intensive support for academics and/or behavior. These groups meet at a time that provides additional instructional time, which could occur during an enrichment period, or other time during the instructional day that provides additional time in that content area.

The RtI team for the school will include the school leader, applicable staff from the leadership team, grade level chair, teachers, and any other school site staff member who has been trained in the RtI process. Because all students have allocated intervention time and assessments throughout the year, the RtI team will convene specifically to review individual students and subgroups that have been flagged by teachers or leadership. The team will evaluate and plan adjustments to interventions to ensure the multi-tiered system of support meets the needs of its students.

The guidance and models for multi-leveled tiers of support and RtI as implemented across Florida schools will be followed at KIPP South Florida - Broward and facilitated using assessment and data systems, extended instructional time, and a flexible staffing model that allows for small groups of students to work with more intensive support throughout the day. Because the school model is being developed to address the needs of learners who are likely to enter behind grade level, the infrastructure and systems of the school are tailored to the RtI process and do not require supplementation to provide multi-tiered support.

As outlined above, the KIPP approach and specific strategies proposed are research- and practice-proven to support the attainment of state standards for low-income students of color. Teachers and leaders have ongoing access to information about each student's standard mastery because students are assessed on Florida standards using frequent, reliable means during the year. We ensure the effective use of data by implementing weekly professional development sessions and one-on-one coaching, common lesson plan templates, effective curricula and protected time for guided data analysis and planning. Small groups further facilitate learning.

Specific strategies that will support the target population's attainment of state standards include, but are not limited to:

- Extended instructional time (additional minutes in core content areas, slightly longer day/year)
- Data-driven sessions planned around standards mastery and goals for each student
- Robust data tracking system that presents individual, cohort, and subgroup views of standards mastery
- Standards-based report cards
- Weekly individual teacher coaching and guided planning in response to the prior week's assessment data
- Flexible groupings of students during a designated intervention block that provides targeted instruction on specific standards based on quarterly data
- Quarterly benchmarks in all contents areas and i-Ready three times annually
- Professional development days to evaluate data and learn strategies to address standards data throughout the year
- Small student to teacher ratios, push-in support, frequent small group and individualized instruction
- Common expectations and practices across classrooms and grade levels
- Inquiry-based investigations and other culturally relevant modalities aligned to the specific population enrolled

Because every student participates in daily extended instructional time in core content areas, as well as a flexibly grouped intervention period to target specific standards from the prior week's assessment, every student has individualized instruction that is planned around that student's standards mastery. In the event a student scores a Level 1 or Level 2 on the FAST ELA or FAST Mathematics, a problem solving process will be used to diagnose the nature of the student's difficulty and determine the appropriate type and intensity of remediation required. Students will be enrolled in intervention courses that align with their needs in

either reading, math or both. The Next Generation Sunshine State Standards and Florida BEST Standards are the basis of the entire school program and the assessments are designed to assess student growth toward mastery and inform instruction to ensure mastery.

Math Curriculum

We McGraw Hill Florida Reveal curriculum, for Grades K – 5. In grades 6 - 10 we use Carnegie Math. We offer Tier 2 and 3 math intervention in these grades that is supported by IXL and iReady for a minimum of 150 minutes weekly. In grades 11-12 we have chosen approved curriculum and texts that are approved by the FDOE, since Carnegie currently does not produce an approved precalculus and calculus offering. We have also made, and continue to make, surgical changes to our scope and sequence provided by the curriculum designers that are driven by student data and align to our state tests and further develop conceptual understanding in early grades.

Math Acceleration

For all students who earn a FAST PM 3 score of 3 or higher we accelerate them by enrolling in Algebra in 8th grade. Currently, we do not offer Geometry in MS, but are exploring this pathway.

- If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject, as provided for in Section 1003.01(14)(a), Florida Statutes, and the rationale for each. Include as Attachment B, a sample course scope and sequence for a core subject for each division (elementary, middle, and high school) the school would serve.

High School: Independent Reading Period for Students on Reading Intervention

We have a structured approach to reading intervention in our high school grades, specifically in Grades 9 and 10. We utilize time during the Composition or Seminar block for students who are significantly below grade level in reading to receive a structured intervention akin to Guided Reading, as well as additional practice towards skills on the SAT exam which is a benchmark towards college readiness.

Students in grade 9-10 are identified as needing reading intervention based on their FAST reading achievement levels. All students who are level 1 and 2 will have an intensive reading course using Read 180, an evidenced based curriculum approved by FDOE. These students will be progress monitored monthly using the built in screeners and progress monitoring assessments within the curriculum. Students are only exited from reading intervention once they achieve a level 3 or higher on the FAST PM3 at the end of 9th and 10th grade so that they are on track towards graduation readiness.

High School Course Offerings

The following core content courses are provided as our core course offerings to ensure students are on track to graduate from high school within four years with a 24 credit hour track. We will do this through our schedule and course progression which follows a block schedule for each semester. We will support students with the required number of elective offerings. We will only offer the 18 credit track to students who are struggling to complete the 24 credit track on time as a possible option to graduate on time. KIPP South Florida - Broward High Schools believe that AP for All ensures that we orient all curriculum at our

high schools towards a college-level bar. We require students to take multiple AP courses so that our kids get lots of chances to engage in college-level coursework during their high school careers. Our approach to AP for All means that students will enroll in least one AP-level course in each discipline (English & Rhetoric, History, Math, and Science) over the course of their high school careers.

Sample Course Progression from Miami HS:

	9th Grade			10th Grade	
	Semester 1	**Semester 2**		**Semester 1**	**Semester 2**
English	Honors English I OR English I		**English**	Honors English II OR English II	AP Seminar OR English II (FAST)
Science	Honors Environmental OR Earth Space Science	Honors Biology (EOC) OR Environmental Science	**Science/ PE**	Honors Chemistry OR Biology	Physical Education
Math	Honors Geometry (EOC)		**Math**	Honors Algebra II	College Algebra (DE)
Academy/ Elective	Academy Course 1*	Academy Course 2*	**Academy / Elective**	Academy Course 3*	Academy Course 4*

	11th Grade			12th Grade	
	Semester 1	**Semester 2**		**Semester 1**	**Semester 2**
English/ College Prep	Honors English III OR English III (SAT)	Personal, Career, and School Development Skills (SAT)	**English**	English Elective (DE) OR English IV	Honors Economics & Government OR Econ & Gov
History	AP World History	AP US History (EOC)	**World Language**	Honors Spanish I OR Spanish I	Honors Spanish II OR Spanish II
Math/ Science	Statistics or Calculus (DE)	Science Elective (DE)	**College Prep**	Personal, Career, and School Development Skills	Personal Finance (DE)
Academy / Elective	Academy Course 5*	Academy Course 6*	**Academy / Elective**	Academy Course 7*	Academy Course 8*

Additionally, KIPP South Florida - Broward high schools will offer a selection of elective courses from which students may select and customize their own high school path:

- Spanish 100, Spanish 200, AP Spanish
- College & Career Readiness Seminar (SAT Prep)
- Physical Education & Health
- Dual enrollment course for college credit
- CTE courses for career certificates
    - Design & Engineering
    - Visual & Performing Arts

High School Curriculum

Below is a table that outlines the state aligned curriculum that we propose using for our high school course offerings:

English Language Arts	
Course	**Curriculum**
English I	myPerspectives Florida English Language Arts, English I-IV, Gallagher, K., et al, 2022, 1st edition
Honors English I	myPerspectives Florida English Language Arts Grade 9, Honors 1, 2026, 1st Edition
English II	myPerspectives Florida English Language Arts, English I-IV, Gallagher, K., et al, 2022, 1st edition
English III	myPerspectives Florida English Language Arts, English I-IV, Gallagher, K., et al, 2022, 1st edition
AP Language	The Language of Composition, Shea, R., et al, 2018, 3rd edition AMSCO for AP Lit and Lang Test Prep Book - Barrons Bedford
English IV	myPerspectives Florida English Language Arts, English I-IV, Gallagher, K., et al, 2022, 1st edition
Reading Intervention	HMH Intensive Reading, Grades 9-12, Powered by Read180 and System 44 Hasselbring, T., et al, 2021, 1st edition
Mathematics	
Course	**Curriculum**
Algebra I	**Carnegie Learning FL High School Math Solution, Algebra 1 with Honors**

Geometry	Carnegie Learning FL High School Math Solution, Geometry with Honors , 2023, 1st Edition
Algebra II	Carnegie Learning FL High School Math Solution, Algebra 2 with Honors , 2023, 1st Edition
Pre-Calculus	Cengage, Precalculus with Limits: A graphing approach + WebAssign
AP Calculus AB	Cengage, Calculus for AP + WebAssign
Math Intervention	Carnegie Math, iReady, iXL
Science	
Course	**Curriculum**
Earth Space Science	McGraw Hill Florida Earth Science, 2025, 1st Edition
Environmental Honors Environmental	Florida Environmental Science, Your World Your Turn ©2025 , 1st Edition
Biology	Florida Miller & Levine Experience Biology 2025/1st edition (Miller & Levine)
Honors Biology	Florida Miller & Levine Experience Biology Honors, 2025, 1st Edition
Chemistry	Florida Experience Chemistry ©2025, 1st Edition
Physics	Florida Experience Physics ©2025, Honors 1, 1st Edition
Social Studies	
Course	**Curriculum**
World History	McGraw Hill LLC. (2024). World History: World History, Florida Edition (1st ed.)
AP World History	KIPP NJ Curriculum Materials Bedford, Freeman and Worth Publishing Group. (2023). AP World History: Ways of the World for AP Modern (5th ed.)
US History	Cengage Learning. (2024). U.S. History: National Geographic U.S. History 1877 to Present Florida Edition (1st ed.).
AP US History	KIPP NJ Curriculum Materials McGraw-Hill. (2023). AP U.S. History: Brinkley, American History: Connecting with the Past, AP Edition, 16e.

Econ/Government	*McGraw Hill LLC. (2024). Economics with Financial Literacy: Economics with Financial Literacy, Florida Edition (1st ed.)* Savvas Learning Company LLC. (2024). U.S. Government: Florida Magruder's American Government Interactive (1st ed.).
Foreign Language	
Course	**Curriculum**
Spanish I-III	Encuentros Communication and Culture , Blanco, J., and Swearingen, H., 2022. 1st edition, Levels I, II, III

The role of AP for All Teachers:

Our AP teachers know and teach to and beyond the Advanced Placement bar. In order to truly understand the bar and the demands of the exam and syllabus, AP teachers are required to participate in professional development with the College Board or the KIPP Foundation annually, and they participate in AP grading and norming with frequency.

Extracurriculars:

We will survey students, families and staff and then build out after-school sports and extra-curricular activities, particularly for high school students, in a manner that reflects their interests. We will partner with community based organizations (CBOs), arts organizations and athletic providers to ensure that our offerings are high-quality and reflective of our community's preferences. We will focus early on quality, not quantity, and then build toward a menu of offerings that are high-quality, comprehensive and diverse over time. Our vision is to develop "citizen-leaders" that are not only equipped to pursue their personal passions, but also willing and able to care for their community, and our broader society. We care and fight for something bigger than ourselves. We view extracurricular programs and competitive athletics as a core component of our mission to prepare our students for successful, fulfilling lives. Extracurriculars and athletics teach many of life's most important lessons through being a teammate, working together toward a shared goal and learning to graciously accept victories as well as defeats. These lessons are essential to the well-rounded education of tomorrow's citizens that will lead within and beyond Broward.

- If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.

All curriculum changes must go through an adoption process to be vetted for standards alignment and decisions will be made by the network to ensure quality and alignment. All adopted curriculum must be on the approved list from the Florida Department of Education.

4. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment C. (Note: if approved, the Governing Board will formally adopt an annual calendar)

As mentioned in Section A, a core part of KIPP's approach is to provide more instructional minutes. Our school day for K-8 runs from approximately 8:00 to 3:30 PM for 135 days and 8:00 to 1:30 PM for 47 days, which translates to a total of almost 317 additional instructional hours (or ~42 additional instructional days). We work to align as closely as possible to the academic calendar of the district we operated in to support student attendance. (See Attachment C for more details on these numbers).

Sample daily schedules for K-5, 6-8 and 9-12 grade levels are also located in Attachment C.
In addition to an extended day and a few additional school days to the calendar year. KIPP adds a few days at the beginning of the school year for new grades entering our schools. While these days are non-attendance bearing, this orientation allows for students to acclimate to the school environment and internalize the school's expectations for students, while not taking away from the instructional time during the regular school year.

Additionally KIPP is committed to providing additional instructional time for students who need it. This means that KIPP will often provide after school tutoring hours to extend the day, Saturday school or Break Academies to provide additional instruction during fall and spring breaks, and field lessons to enrich the classroom instruction. Lastly KIPP offers Extended School year during the summer. This program is not only open to students with ESY as part of their IEP, but to targeted students in need of remediation and support to be successful in the following year.

A sample calendar for the 2025-26 school year is located in Attachment C. The calendar includes 183 days of instruction, including one (1) day of orientation for new to KIPP students.

Section C: Financial Plan

1. Provide as Attachment D, an operating budget covering each year of the 5-year term that contains revenue projections, expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section G.

An operating budget for the first five years of the organization is attached as Attachment D. The operating budget assumes the first campus, a K-12 facility, opens in 2027-28 - the first year of the school's operations.

Our revenue model assumes FEFP funding in accordance with the student population of neighboring

schools in Broward County. Federal funding streams (e.g. Title funds, IDEA) are not assumed but expected. Additional commensurate expenditures would follow and federal funding streams

Our revenue model assumes no capital outlay dollars.

Our revenue model assumes a modest amount of fundraising/Charter School Program (CSP)/Schools of Hope. As a sub grantee "consortium member" under the KIPP Foundation, the national KIPP organization, KIPP schools have a lengthy track record with CSP awards. These revenue sources are currently modeled under very conservative assumptions and have potential to increase with increased need on the expense side. For example, there is no debt service or facilities cost currently modeled. Should the need for significant improvements arise, we believe these funding sources can be significantly increased.

The expense model reflects the first school opening in 2027-28 and serving grades K-2 and 6, and growing steadily in year 2 (year 5 in the 5-year budget term).

2. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with applicable financial reporting requirements.

The governing board of directors of KIPP Miami Inc. d/b/a KIPP South Florida is ultimately responsible for the financial management and oversight of the organization. KIPP Miami Inc. d/b/a KIPP South Florida operates under a Charter Management Organization (CMO) agreement with KIPP TEAM & Family to provide financial management and oversight services, and KIPP TEAM & Family is responsible for meeting its obligations under this agreement. The KIPP South Florida Managing Director of Schools (instructional leader in the region) and Managing Director of Operations (non-instructional leader of the region) are responsible for the day-to-day budget and fiscal management, with KIPP TEAM & Family's finance team providing weekly support as well as bi-monthly progress monitoring, reporting and oversight. In addition, the finance team will provide regular budget updates to the KIPP Miami, Inc. d/b/a KIPP South Florida board. The efficacy of this arrangement is further guaranteed by third-party annual audits and the ongoing oversight of the KIPP Foundation, who evaluates the school's organizational and fiscal health as part of its annual evaluation.

By establishing these levels of operational and fiscal management, the school ensures that best practices to safeguard funds and maintain fiscal health are implemented. The positions with primary responsibility for KIPP South Florida's finances will be the KIPP Miami, Inc. d/b/a KIPP South Florida governing board, the KIPP South Florida Managing Director of Operations, the KIPP South Florida Managing Director of Schools, and the KIPP TEAM & Family (CMO) finance department. Although the school leader and school operations leader have authority to initiate some small purchases and will participate in the crafting of the annual budget, they are relieved of the day-to-day responsibilities of fiscal oversight to focus on the academic program of the school. The CMO will provide comprehensive back office services to allow the KIPP South

Florida leadership team to focus primarily on academics.

Specifically, KIPP TEAM & Family as CMO is primarily responsible for long-term financial modeling; supporting the management team with annual budgeting and budget management; providing accounting, purchasing, accounts payable, and accounts receivable services; financial reporting; and development of internal controls.

Internal Controls

KIPP Miami Inc. d/b/a KIPP South Florida's governing board is ultimately accountable for stewardship of public funds and oversight of the fiscal solvency of the School of Hope. KIPP South Florida is committed to administering public funds with utmost integrity. All employees will be expected to comply with all relevant federal and state laws, as well as the guidelines and directives appropriate to their particular position. Intentional violation of such laws will subject violators to corrective action, including the possibility of termination of employment.

Rigorous internal control policies and accountability procedures implemented both at the school sites and at the KIPP South Florida organization, and appropriate segregation of duties will be followed to safeguard the administration of all funds. The internal controls will be in line with all state requirements.

Examples of internal control policies that will be in place are:

- Student and employee records
- Payroll
- Process for financial reporting
- Deposits and writing checks
- Capital acquisition
- Segregation of responsibility
- Risk management

A clear accounting of the source and use of all public dollars will be administered that will allow the proper authority, be it state or federal, to ascertain how its funds were utilized in the operation of the school.

3. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

The Managing Director of Operations of KIPP South Florida will submit an annual budget for the School of Hope to the board of KIPP South Florida during the spring of each year. The organization's annual fiscal period runs from July 1 through June 30. The KIPP South Florida governing board must approve the annual budget by June 30 of each fiscal year.

KIPP Miami Inc. d/b/a KIPP South Florida's board will exercise financial oversight and ensure effective management and compliance through these practices:

- Reviewing bi-monthly and/or quarterly budget-to-actual-to-projections and discuss variances and management actions to manage budget to goals
- Reviewing monthly/quarterly financial reports at full board meetings
- Reviewing draft and approving final Annual Plan & Budget
- Approving financial model, business plan and long-range financial sustainability plan
- Approving annual audited financial statements; provides oversight over required policies and controls. Hold annual meetings with independent auditors to review audit findings prior to recommending for approval to the full board.
- Approving new bank accounts, debt and other new financial commitments
- Approving fiscal policies
- Reviewing and approving major real estate and facilities agreements and commitments
- Reviewing annual and multi-year fundraising plans

4. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school, pursuant to s. 218.39, F.S.

Pursuant to s. 218.391, F.S., the governing board will establish an RFP process for selecting an auditor to conduct the annual audit. The RFP will include such factors as the ability of personnel, experience, and the ability to furnish the required services in a timely manner. The RFP process will be publicly announced to multiple firms, especially firms familiar with charter school accounting. After the set deadline, the proposal will be reviewed by the ad-hoc audit committee and the audit firm will be selected by the governing board. The board and executive director will oversee the process and the audit will be conducted in accordance with the applicable GAAP provisions, and will verify the accuracy of KIPP South Florida's financial statements, attendance and enrollment accounting practices, and internal controls. KIPP South Florida will provide any information necessary for the auditor to complete the audit for the fiscal year.

5. Describe the method by which accounting records will be maintained.

KIPP South Florida will record and provide accounting records according to the procedures prescribed in the most recent publication of Financial and Program Cost Accounting and Reporting for Florida Schools, specifically Generally Accepted Accounting Principles.

We will follow the Financial and Program Cost Accounting and REporting for Florida Schools (Redbook) standards. We will ask the provider to outline the procedural safeguards in place to ensure records will be stored and backed up properly for safe keeping. Copies of all invoices and checks will be maintained electronically.

In addition to the financial records, the school will be diligent about ensuring all paperwork is completed

and stored properly. The Managing Director of Operations will ensure that all contracts, warranty, purchasing documentations, and business records are appropriately stored. Inventory records will be maintained and capitalized items will be tagged and added to the capitalized inventory list when received.

6. Describe how the school will ensure financial transparency to the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

The School will begin its annual budgeting process three months prior to each school year, including regular revisions and maintenance of a long-term financial model. As per Section 1002.33(9)(h), F.S, budgets will be provided to the Sponsor upon approval by the school's board of trustees. Pursuant to Section 1002.33(9)(p), F.S., the school will maintain the budget on its website.

Unaudited financial statements will be prepared and submitted to the Sponsor regularly, as well as to the school's governing board, for review and approval.

Annual Audited Financial Statements are presented to the governing board upon completion, and submitted to the Sponsor and auditor general per reporting requirements.

The school will prepare and file the IRS Form 990 on an annual basis, ensuring that the public is able to review financial records, including donations, statement of expenditures and highly compensated employees.

Section D: Goals and Objectives for increasing student achievement for the students from low-income families

1. Describe the expected incoming baseline of student academic achievement of students from low- income families who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals.

We are targeting building schools within the five-mile radius of the PLPs listed below as well as the below targeted economic opportunity zones. We anticipate that most of the students we enroll will be performing below their peers on state tests, as has been our experience in Miami and other communities that KIPP serves.

- **Walker Elementary (0321)**→ 95.3% F&R, 93.6% black, 4.4% Latino
- **Tedder Elementary (0571)** → 85.9% F&R, 66.8% black, 29.6% Latino
- **Lloyd Estates Elementary (1091)** → 88.8% F&R, 45.2% black, 46.2% Latino
- **Robert C. Markham Elementary (1671)** → 85.7% F&R, 56.3% black, 41.4% Latino
- **Royal Palm Elementary School (1851)** → 92.8%% F&R, 92.7% black, 5.5% Latino
- **Charles Drew Elementary School (3221)** → 88.1% F&R, 56.2% black, 39.1% Latino

Hallendale OZ:

- Black or African American: 15.9%
- White (non-Hispanic): 38.5%
- Hispanic/Latino (any race):40.5%
- Median household income $35,000 - $38,000

West Park OZ:

- Black or African American: 51.5%
- White (non-Hispanic): 7.65%
- Hispanic or Latino (any race): 37.3%
- Other/mixed: remainder (~9%)
- Median household income: $41,000
-

Miramar OZ:

- Black or African American: 43.5%
- White (non-Hispanic): 10.0%
- Hispanic or Latino (any race): ~30.2%
- Median household income: $36,000

Lauderhill OZ:

- Black/African American: 76%
- Hispanic/Latino (any race): 11%
- White (non-Hispanic): 8%
- Median household income: $32,000 - $40,000
-

Lauderdale Lakes OZ:

- Black/African American: 82%
- Hispanic/Latino (any race): 6%
- White (non-Hispanic): 7%
- Median household income: $28,000

West Fort Lauderdale OZ:

- Black/African American: 86.0%
- Hispanic/Latino (any race): 5.5%
- White (non-Hispanic): 7.7%
- Median household income: $24,000

Pompano Beach OZ:

- Black/African American: 27.6%
- Hispanic/Latino (any race): 22.4%
- White (non-Hispanic): 39.8%
- Median household income: $24,000 - $43,000

Based upon current demographics of the above targeted communities within a 5-mile radius surrounding the PLP, we anticipate that 80-90% of KIPP South Florida - Broward families will be eligible for free or reduced priced lunch, with a majority eligible for free lunch.

Our ultimate goal for each cohort of students who start with us in Kindergarten is to outperform the state and the district by the time they reach 10th grade. We will set specific performance targets for each grade and subject in the manner and timelines prescribed by the state's performance-based contract model. We will receive performance data on our incoming students in tested grade levels at the beginning of each year. KIPP South Florida will then propose academic targets for annual growth based on each student achieving a learning gain on that state assessment that year based on previous performance and beginning of year assessments. Given that most of the students we would be targeting in these communities come from disadvantaged backgrounds and that many proficiency rates are lower than the state average from neighborhood schools, we would work to remediate through our instructional model.

2. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

We have a rigorous annual goal setting process. As a part of our multiyear strategic planning process, targets are set to ensure overall performance is on track to meet or exceed state averages on assessments. Annually, we engage in a bottoms up approach to goal setting to ensure every student meets the goal of annual yearly progress and acquires a learning gain on the state assessment. Students who are below grade level will receive targeted intervention designed to close skill gaps and ensure they are on track to meet goals. Through the above-mentioned Instructional Reviews, we also review data and work with schools to draft Improve Student Outcomes Plans that result in differentiated resources and support to adjust instruction, coaching, and intervention to ensure students are on track to meet their annual goals.

3. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

In addition to the goals outlined by the state's accountability requirements we believe deeply in having a positive, community-oriented school culture. We regularly track the following related to school climate:

- Student participation in school wide incentives
- Student discipline (referrals, suspensions) using DeansList platform
- ADA
- Student persistence YOY
- Walkthroughs of school wide systems and SEL learning (using internal rubrics)
- Staff engagement (TNTP and Q12)
- Student and Family Culture and Climate (School Community Diagnostic)

Section E: Community Outreach

1. Explain what steps, if any, have been taken to engage with parents and community leaders to help the Hope Operator to understand the unique strengths and challenges of the students.

To gain a deep and authentic understanding of the unique strengths and challenges facing students and families in Broward County, KIPP will prioritize intentional, sustained engagement with parents, caregivers, and community leaders throughout the planning and implementation process.

KIPP is committed to developing strong partnerships with mission-aligned organizations that serve youth and families in historically underserved communities across Broward County. We would look to partner with organizations like the Boys and Girls Club of Broward and the United Way. Additionally we look to build relationships and connections directly in the communities we will be serving by outreaching and connecting with local HOAs. Through our neighborhood and community outreach, we will look for connections to additional organizations and ensure that we have the feedback and input to help develop our schools to be responsive to the needs of the community. These organizations bring a wealth of knowledge, cultural understanding, and community trust—making them invaluable thought partners in shaping a school environment that is responsive to local needs.

Additionally we have started to build a relationship with Broward County Public Schools' charter office, district office and board members who have all offered some community insight. We plan to continue and strengthen our partnership with BCPS to ensure that we are meeting the needs of families and the community.

2. Explain upcoming and ongoing community outreach efforts.

We are continuing to build relationships in Broward County. Our goal is to become part of the fabric of the neighborhood through our community outreach efforts. We will implement a series of grassroots strategies that have proven effective in other communities we serve. These efforts will include:

- Hosting open houses, community forums, and family nights to hear directly from families about

their aspirations and concerns;

- Facilitating breakfast roundtables and stakeholder convenings with faith leaders, neighborhood advocates, and civic partners to surface insights and foster collaboration;

- Building relationships with early childhood education providers, including Broward County Head Start programs and school readiness networks, to ensure alignment on early learning goals and transitions into elementary education.

Working alongside organizations that have deep cultural competency and a strong local presence is essential to authentically serving families. These partnerships will inform programmatic design, student and family support, and overall school culture.

Finally, to best build partnership with our families, we will complete home visits for all of our newly registered families prior to the start of the school year. These home visits provide us with an opportunity to learn more about our families and students, and include sharing information, collecting a written vision statement for each guardian's hopes and dreams for their child, answering any questions, and administering a short assessment to better understand the child's strengths and learning needs.

By building trusted relationships with Broward County families and institutions, KIPP will ensure that its schools reflect the values, voices, and vision of the communities they serve. This collaborative, community-centered approach is central to our mission of delivering equitable, high-quality education to all students.

3. Describe how the Hope Operator will recruit students from the persistently low-performing school(s) within the vicinity and ensure that families understand the process for enrolling in the proposed School of Hope. The description should include a projected timeline that includes the major milestones or activities related to recruitment activities.

KIPP South Florida - Broward plans to open an elementary school and a middle school in the 2027-28 school year, and will have an initial enrollment of approximately 308 students in Kindergarten through 2nd grade and 6th grade. We will prioritize outreach to families zoned for persistently low-performing schools in the area, as defined by the Florida Department of Education.

Our outreach efforts will focus on neighborhoods within a 5-mile radius of the identified persistently low-performing school and are in the targeted Economic Opportunity Zones to ensure those most in need are reached. Some of our key strategies include direct community outreach in neighborhoods surrounding low-performing schools through door-to-door canvassing, school-zone visibility events, and presentations at local apartment complexes, community centers, and grocery stores. We will also use printed outreach, including multilingual mailers, flyers, and visible advertisements in high-traffic areas (e.g., bus stops, strip malls, laundromats, and community bulletin boards).

Additionally we have found digital campaigns including geo-targeted social media ads, email newsletters, and family-friendly video explainers on the enrollment process to be helpful especially for families who are new to school choice and application processes.

Finally we have found that strategic partnerships with local nonprofits, community organizations and HOAs have really supported us in the past to get information to families. We hope to build these kinds of partnerships in Broward County.

Finally to support families through the enrollment process, we will host in-person and virtual information sessions beginning in Fall 2026. Once families apply and are accepted, we will assign family liaisons to guide parents step-by-step through the process. Finally we will conduct home visits in summer 2027 to meet newly enrolled families, answer questions, share information about the school, and learn each guardian's hopes and dreams for their child.

Below is a timeline of the key enrollment milestones:

Projected Recruitment Timeline	
Milestone	**Timeline**
Community engagement and partner outreach	starting now
Neighborhood canvassing and tabling events	June 2026 - April 2027
Launch enrollment campaign (digital and print)	Aug 2026
Begin information sessions and school tours	Oct 2026
Launch enrollment portal	Nov 2026
Lottery and Acceptances	March 2027
Enrollment	March 2027 - June 2027
Home visits to enrolled families	June - Jul 2027
New student welcome events & onboarding	July - Aug 2027
School year begins	Aug 2027

4. Describe the strategies the school will employ to involve parents in their children's education and the expectations related to parental involvement. Describe what steps will be taken to ensure that these expectations do not pose a barrier to access for any family seeking enrollment.

We know that parents are our students' first teachers and believe that parent involvement and communication are critical. This is why each student's experience with KIPP begins with a home visit for our founding students, or at minimum, a one-on-one family touchpoint with a staff member or teacher.

During this time, a school staff member (teacher, leader, etc.) shares our *Commitment to Excellence*, which outlines the expectations we hold for our teachers, families, and students. This document communicates the following expectations for parental involvement:

- We will make sure our child arrives on time to KIPP every day.
- We will ensure that our child attends every day of the extended school year, which begins in August and ends in June (dates may vary year to year).
- We will always support our child to the best of our ability and do whatever it takes for them to learn. This includes checking their homework each night, allowing them to call the teacher if there is a problem with the homework, reading with them when possible, and limiting time spent on television, video games, and social media to no more than one hour per day.
- We will make ourselves available to our child, their teachers, and the school by signing and returning daily and weekly reports, carefully reading all forms sent home, and attending parent-teacher conferences and administrative meetings.
- We will call the school when our child is going to be absent or late and, when possible, avoid scheduling appointments that interfere with instructional time.
- We will ensure our child comes to school every day with the materials they need to succeed (e.g., pens, pencils, paper).
- We will allow our child to participate in KIPP field trips.
- We will ensure our child follows the KIPP dress code.
- We will partner with the school to follow up on any behavioral or academic issues and will hold our students accountable for poor choices related to behavior or academic engagement.

If parents express concerns about any expectation, we work with them to find a solution. These expectations are never used as a barrier to enrollment. We also share with families the expectations we hold for our students and staff. One key expectation for staff is being consistently available via phone or email. Once families are assigned a teacher, they receive that teacher's email address and cell phone number to facilitate direct communication.

We use FOCUS Parent Portal to stay connected with families. This app provides real-time updates throughout the school day on what their child is doing in class and how they are progressing toward behavioral or academic goals. Teachers can send group messages or individual texts to families, and the school posts announcements and flyers to the portal's message board.

We host quarterly report card nights, where families meet with teachers to review academic progress. Report card conferences are scheduled over two afternoons and evenings to accommodate family schedules. Additionally, schools host quarterly town halls, with targeted meetings for specific grade

levels—3rd grade families participate in sessions on standardized testing, and 8th grade families join meetings focused on the high school transition.

We also offer a variety of family-centered events throughout the year, including a Back to School Barbecue, Back to School Night, Multicultural Celebrations, and student performances. Other celebrations include awards ceremonies, Spelling Bees, Algebra Bowls, and numerous events recognizing students who earn incentives for behavior, academics, or attendance. While we strive to host families in person for all events, when that is not possible, we live stream them so families can still participate.

Our mission at KIPP South Florida - Broward is to serve the students who need us most. To remove barriers to enrollment, we proactively canvas neighborhoods and share school information widely. If a family's contact information is no longer active, we visit their home to help them complete the enrollment process. If a family cannot attend registration events at school, we bring the necessary paperwork to their home. We also conduct outreach to families living in shelters or facing other challenging circumstances to ensure they have access to our school and support.

Section F: Organizational History of Success

1. Describe your organization's history, philosophy, and approach to education.

KIPP National

KIPP TEAM and Family operates KIPP Miami, KIPP Newark, KIPP Camden and KIPP Paterson schools, which are all part of the national KIPP (Knowledge is Power Program) network. KIPP is a national nonprofit network of 278 high-performing schools enrolling over 120,000 students in 21 states and the District of Columbia. This network includes:

- **28 KIPP regions,** which are 501c3 organizations governed by a local board and led by a local executive director. KIPP regions oversee the schools in their community and manage external relationships, including fundraising
- **278 schools** within these regions. In each KIPP school, the school leader (principal) is the instructional leader who is responsible for student achievement, staff development, student and staff culture, and family relationships
- **KIPP Foundation**, the national non-profit entity that provides ongoing support services and resources for all KIPP regions and schools, such as professional development for leaders and teachers; tools and resources for academics, character, finance and operations, facilities, community engagement, etc.; and financial resources

The KIPP approach is based on five key elements, which are used as the foundation for all KIPP schools nationwide:

1. **High Expectations.** KIPP schools have clearly defined and measurable high expectations for all students, which prepares them for success. Students, parents, teachers, and staff create and reinforce a culture of achievement through robust supports that ensure every KIPP student will succeed.
2. **Choice and Commitment.** The team and family of each KIPP school is comprised of students, parents, and educators who choose to participate in the program. All members of the team and family make a commitment to one another to put in the time and effort required to achieve success.
3. **More Time.** There are no shortcuts when it comes to success, and an extended school day, week, and year, have been consistent hallmarks of the KIPP approach. Not only does this additional time enable students to acquire the academic knowledge and skills that will prepare them for competitive high schools and colleges, it also builds the collective spirit of the team and family crucial to facilitate every student's success.
4. **Focus on Results.** KIPP schools relentlessly focus on high student performance on standardized tests and other objective measures, to support students to achieve a level of academic performance that will enable them to succeed in college and in life.

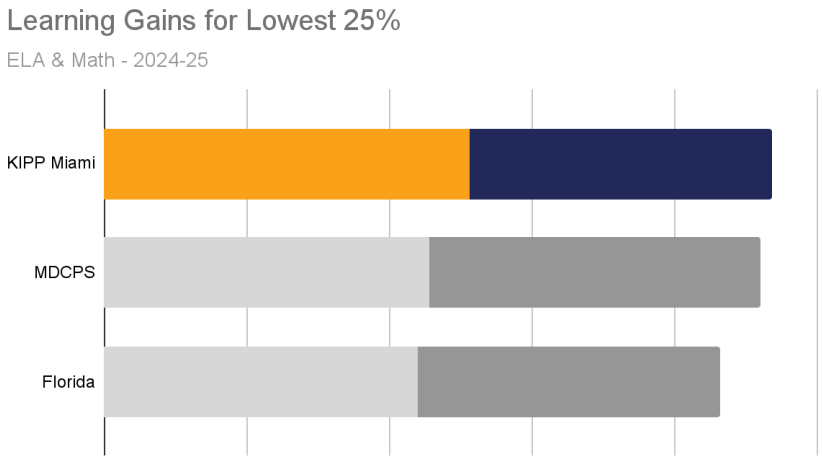
2. Provide a narrative description of your organization's success in providing a high-quality education to low-income students and students with similar demographics to the students in the persistently low-performing public school identified on the cover sheet and Attachment A, if applicable.

Overall

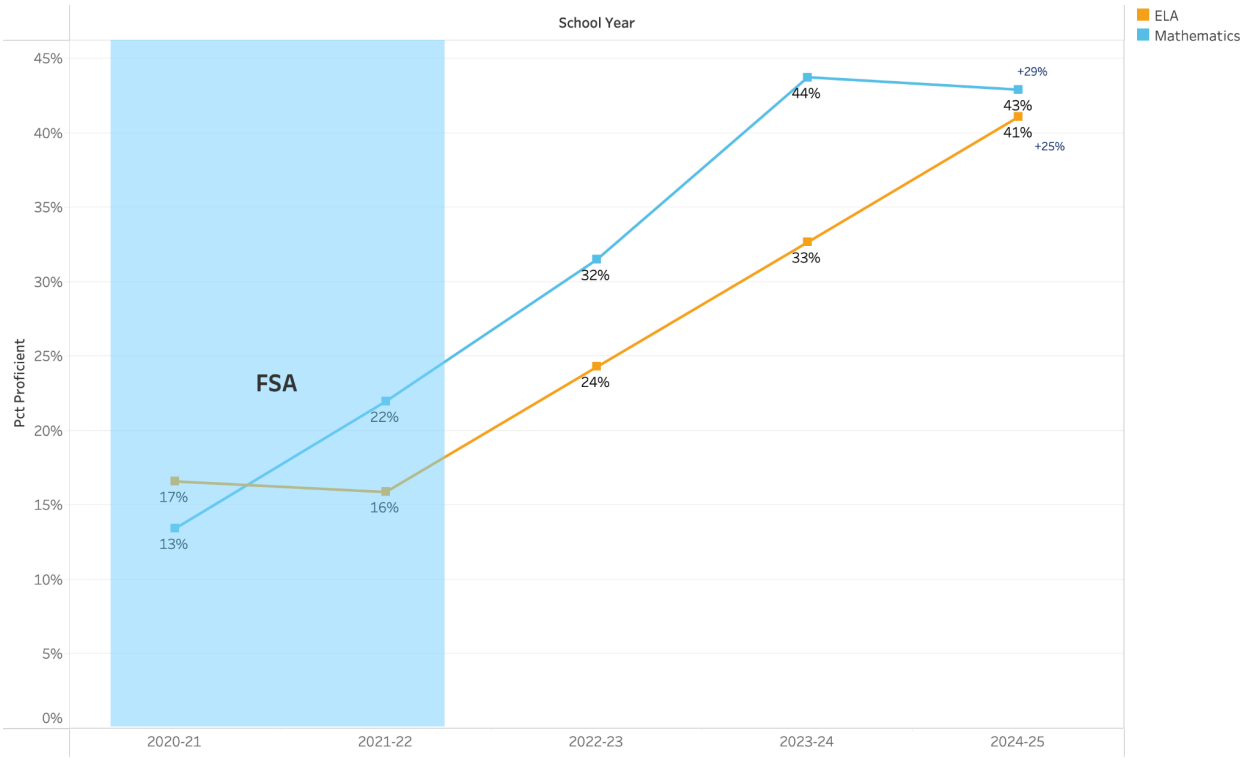
KIPP TEAM and Family's schools in Florida and New Jersey have a track record of success in boosting student achievement for low-income students with similar demographics to those in our targeted zones. What follows below is a summary of the success of our organization in each region as well as the national.

KIPP Miami, Inc.

When we decided to open new KIPP schools in Miami, we worked with the local school district leadership to target the communities most in need of high performing schools and therefore with the highest concentration of low income households with students struggling to pass state tests. So we chose Miami's Liberty City as the site of our first schools. Liberty City is one of the poorest zip codes in Miami-Dade county, and only about 16% of households have a college degree. So our schools today enroll 99% students of color, 100% of which qualify for free or reduced lunch, 12% receive special education services, and 11% have English as a second language. We knew this would present challenges in showing strong results early in our time in Miami, but we chose this type of neighborhood because it's our mission to change those outcomes.



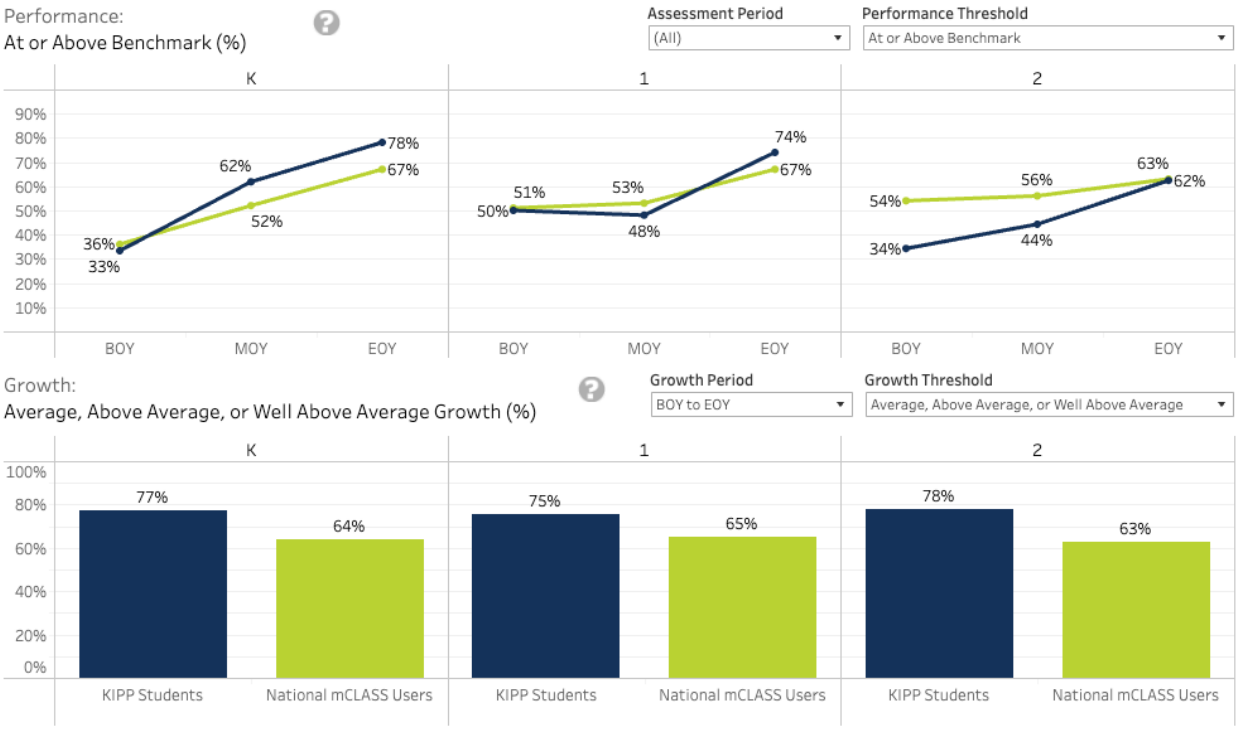
Opening those first schools during the pandemic was indeed a challenge, but after making some strategic changes to implement Florida approved and aligned curriculum, improving our use of data in real time to make instructional decisions, and differentiating our coaching we have seen a rapid improvement in results. We are now meeting or beating the results of many of the other educational options in the community and are making key adjustments to staffing and coaching in some of the grade levels and content areas where performance is not improving as fast as we would like. The table below shows KIPP Miami's results on FSA and FAST PM testing over the last 5 years.



The next table below shows KIPP Miami's performance in each of the state accountability system's reporting categories. Many of the families who choose KIPP Miami have students who were struggling and were behind academically 2 or more grade levels at their previous school. Our learning gains scores have been high over the past 2 years and our data indicates that when families choose and stay with KIPP, we have been able to close learning gaps and move students to on grade level performance.

Category	2021-22	2022-23	2023-24	2024-25
GR 3 ELA	21	26	37	35
ELA Achievement	16	26	33	43
ELA Gains	30		52	60
ELA Gains L25%	36		66	64
Math Achievement	22	33	44	44
Math Gains	45		63	53
Math Gains L25%	48		57	53
Science	11	14	27	30
Social Studies	35	61	39	53
MS Acceleration	0	78	75	61

The DIBELS data shown below indicates that our K-2 reading performance and growth is now outperforming the national average for all DIBELS test takers and ranks highly within the KIPP national network. Since making strategic changes to use mCLASS and DIBELS to monitor language acquisition we have seen improvements in the number of students who are at or above benchmark.



New Jersey

In New Jersey, we manage 19 schools in Newark, Camden and Paterson – three of the state's poorest cities, two of which were taken over by the state in recent years to improve performance. In Newark and Camden, our schools have been both engines and collaborators for citywide educational transformation initiatives for nearly 24 and 12 years, respectively.

In Newark, our 12 schools now educate about 6,500 students–greater than 10% of the entire public school system in the city. Eighty-eight percent of our students are low-income and nearly 100 percent are black or hispanic. Our Newark schools routinely out-perform the local traditional public schools, with 45% of students in grades 3-8 testing proficient in ELA in SY 2024-25, compared to the district's SY 2024-25 proficiency rate of 34%; and 35% of KIPP Newark students are proficient in grades 3-8 math over the district's 21% proficiency rate from SY 2024-25. Our Newark high schools have routinely sent more black students to college every year than any other high school in the city, and they graduate from college at roughly 2-3X the rate of their high poverty high school peers.

In Camden, our five schools educate roughly 2,200 students and comprise almost 20% of the city's entire public school enrollment. Ninety-two percent of our Camden students are from low-income households

and here too, nearly 100 percent are black or hispanic. These schools post state tests scores that are routinely almost double the proficiency rate of the traditional public schools in the city. Last year, 29% of students in grades 3-8 were proficient in ELA versus 14% for the traditional public schools. In math, 26% of our students tested proficient versus just 9% for the traditional public schools.

In the 2025-2026 school year, we expanded to Paterson, New Jersey, where we currently serve 525 students in both elementary and middle schools. In just four months of operation, on-grade level proficiency increased from 12% to 41% in reading and from 3% to 27% in math. Over the next five years, we plan to grow to serve 2,100 students across five schools. If we continue the trajectory our teachers have started and build on our proven track record in Newark and Camden, we believe we can double the college graduation rate for students across the city of Paterson.

Numerous third party studies have documented the outsize impact of our schools in Newark and Camden over the years–not just for our own students, but also capturing the ripple effect of our growth in partnership with the entire citywide education system. Data from the most recent national study by Stanford University's Center for Research on Education Outcomes (CREDO) found that KIPP's New Jersey schools provided students with the equivalent of an additional 68 days of learning in ELA and 74 days of learning in Math, which would qualify the network for "gap-busting" status in CREDO's parlance. A recent study by the a Washington DC-based think tank found that Camden and Newark led the way as cities where the expansion of school choice has made a demonstrable impact in closing achievement gaps. Also in Newark specifically, our work as one of the largest charter operators in the city has contributed to its status as home to the most "beat the odds" public schools in America (meaning schools that out-perform demographic expectations) in studies from both 2015 and 2020.

KIPP National

Nationally, 278 KIPP schools serve over 120,000 students in grades K-12. Ninety-three percent identify as African American or Latino, 13 percent qualify for special education services, 20 percent are eligible for English Language Learner services, and 88 percent are eligible for federal free or reduced price lunch. KIPP Broward will leverage the network's tools and strategies, intending to replicate KIPP's proven track record of gap-closing student performance and operational sustainability and efficacy.

- 94% of KIPP alumni graduate from high school and 82% matriculate to college[1].
- 44% of students who completed eighth grade at a KIPP middle school ten or more years ago have graduated from a four-year college. This is a higher college completion rate than the average of all students across all income levels nationwide (29%)[2], and more than four times the rate for comparable students from low-income communities across the country (8%)[3].
- KIPP students across the country are outperforming local and state averages and their more affluent peers across the country in 2018-2019.

[1] http://www.kipp.org/results/national-results

[2] http://www.census.gov/programs-surveys/cps.html

[3] Tom Mortenson, "Unequal Family Income and Unequal Higher Education Opportunity 1970 to 2013." Published September 2014.

- Across all grade levels and subject areas, the majority of KIPP students outperform the national average annual growth on the NWEA MAP.
- The KIPP high school graduation rate is 15 percentage points higher than the national average for low-income students.
- Nationwide, as of 2015, 89% of students stayed at a KIPP school from year to year or completed the highest grade at their school.

KIPP Elementary Schools

The KIPP network includes over 110 elementary schools, with the first school founded in 2004. KIPP South Florida - Broward school leaders will work closely with leaders at the highest-performing elementary schools in KIPP's network to identify and implement their effective strategies to replicate their results. The curricula being adopted at KIPP Broward, approach to science of reading, intervention structure, and teaching fellow model for the elementary grades are already being used in KIPP elementary schools that serve a similar demographic.

KIPP elementary schools' results include:

- KIPP Comienza Community Prep in Los Angeles, where 91% of students are eligible for free or reduced price meals, ranks as the highest performing elementary school in the state of California serving a majority of low-income students.
- In 2015, the U.S. Department of Education named KIPP Raíces in Los Angeles a National Blue Ribbon School, the only public school within the Los Angeles Unified School District to receive this distinction.
- KIPP DC Promise Academy in Washington, D.C. is an elementary school where 99% of students are African-American and 13% receive special education services. In 2014-15, Promise Academy third grade students boasted the fifth highest math scores in the state on the PARCC exam
- Mathematica has found that "KIPP elementary schools have positive, statistically significant, and educationally meaningful impacts on three of four measures of students' reading and mathematics skills"
- All KIPP elementary schools throughout the nation boast lower than average attrition rates, with student mobility as low as 2% as some sites.

3. Provide copies or links to any independent studies or research that examined the impact of the charter schools operated by your organization.

In 2023, Mathematica Policy Research firm published a report analyzing the effects of attending both a KIPP middle school and a KIPP high school. In their rigorous, multi-year research on KIPP, Mathematica has found that:

- Students who attended KIPP for both middle and high school were nearly twice as likely to persist and graduate from a four-year college compared to their peers who did not attend KIPP.
- KIPP middle and high schools have a combined effect of approximately 19 percentage points on

college completion rates for a group of students that is majority Black or Hispanic students; Thus, the impact of attending a KIPP middle and high school, extrapolated nationwide, would be large enough to close the degree completion gap for Black students and nearly close the degree completion gap for Latino students in the United States.

- KIPP's college-preparatory support contributed to these promising outcomes through rigorous high school experience where Advanced Placement (AP) courses are available to all students, robust support in the college application and financial aid processes, and continued support for KIPP alumni through advisors or peer mentors.

KIPP South Florida - Broward will leverage the experience, support, and resources of a nationwide network of schools that have achieved these results with a similar student population in similar communities.

Numerous other studies have assessed the impacts of KIPP programs:

- 2023: Stanford University's Center for Research on Education Outcomes (CREDO) updated national study on the impact of charter schools on student learning found that KIPP results had largely held firm: nationally KIPP schools produced an additional 55 days of learning in math, and 46 days of learning in reading.[4] KIPP's national results also earned the title of "gap-busting" charter management organization for "mov[ing] their achievement ahead of their respective state's average performance."
- 2018: The US Department of Education's What Works Clearinghouse published a meta-analysis of approximately 13 different studies on the effectiveness of KIPP's programs. This meta-analysis showed that KIPP had positive effects on mathematics achievement and English language arts achievement, and potentially positive effects on science achievement and social studies achievement for middle and high school students.[5]
- 2017: Stanford University's Center for Research on Education Outcomes (CREDO) study utilizes student-level data from 25 states and Washington D.C. to determine the average rate of math and reading growth for 240 Charter Management Organizations (CMOs) and 54 Vendor Operated School Networks (VOS Networks) between 2012-13 and 2014-15. That study found that KIPP schools produced student learning gains that were the equivalent of 57 additional days of learning in Math, and 46 additional days of learning in Reading.[6]

[4] Available at https://ncss3.stanford.edu/wp-content/uploads/2023/06/Credo-NCSS3-Report.pdf
[5] Available at https://ies.ed.gov/ncee/wwc/Docs/InterventionReports/wwc_kipp_012318.pdf
[6] Available at https://credo.stanford.edu/pdfs/CMO%20FINAL.pdf

Section G: Grade Levels to Be Served and Enrollment Projections

KIPP South Florida - Broward will open and grow according to the following schedule. Enrollment will depend on facility locations. The operating budget located in Attachment D assumes maximum enrollment. The funding notice KIPP South Florida - Broward submits to the state will reflect the actual enrollment that the facilities can accommodate, with a maximum of 1,176 students in a K-8 facility and 1,848 students in a K-12 facility.

Grade Level	Projected Number of Students									
	Year 1 27-28	Year 1 MAX	Year 2 28-29	Year 2 MAX	Year 3 29-30	Year 3 MAX	Year 4 30-31	Year 5 MAX	Year 5 31-32	Year 5 MAX
K	112	224	112	224	224	224	224	224	224	224
1	56	112	112	224	168	224	224	224	224	224
2	56	112	56	112	168	224	168	224	224	224
3			56	112	56	112	168	224	168	224
4					56	112	56	112	168	224
5							56	112	56	112
6	84	168	84	168	168	336	168	336	168	336
7			84	168	168	168	168	336	168	336
8					84	168	168	168	168	336
9							90	90	90	180
10									90	90
11										
12										
TOTAL K-12	**308**	**616**	**504**	**1008**	**1092**	**1568**	**1490**	**2050**	**1748**	**2510**

As noted previously, these grade levels will open across multiple campuses that are still to be determined, with a goal of locating our first schools within 5 miles of a PLP or in an OZ as district facilities allow. We aim to serve at least 10 percent of the PLP student population within the radius of whichever PLP we locate closest to.

Year	Total Projected K-12 Enrollment	Projected % of students that previously attended a Persistently Low-Performing school
Year 1 - 2027-2028	308 - 616	TBD

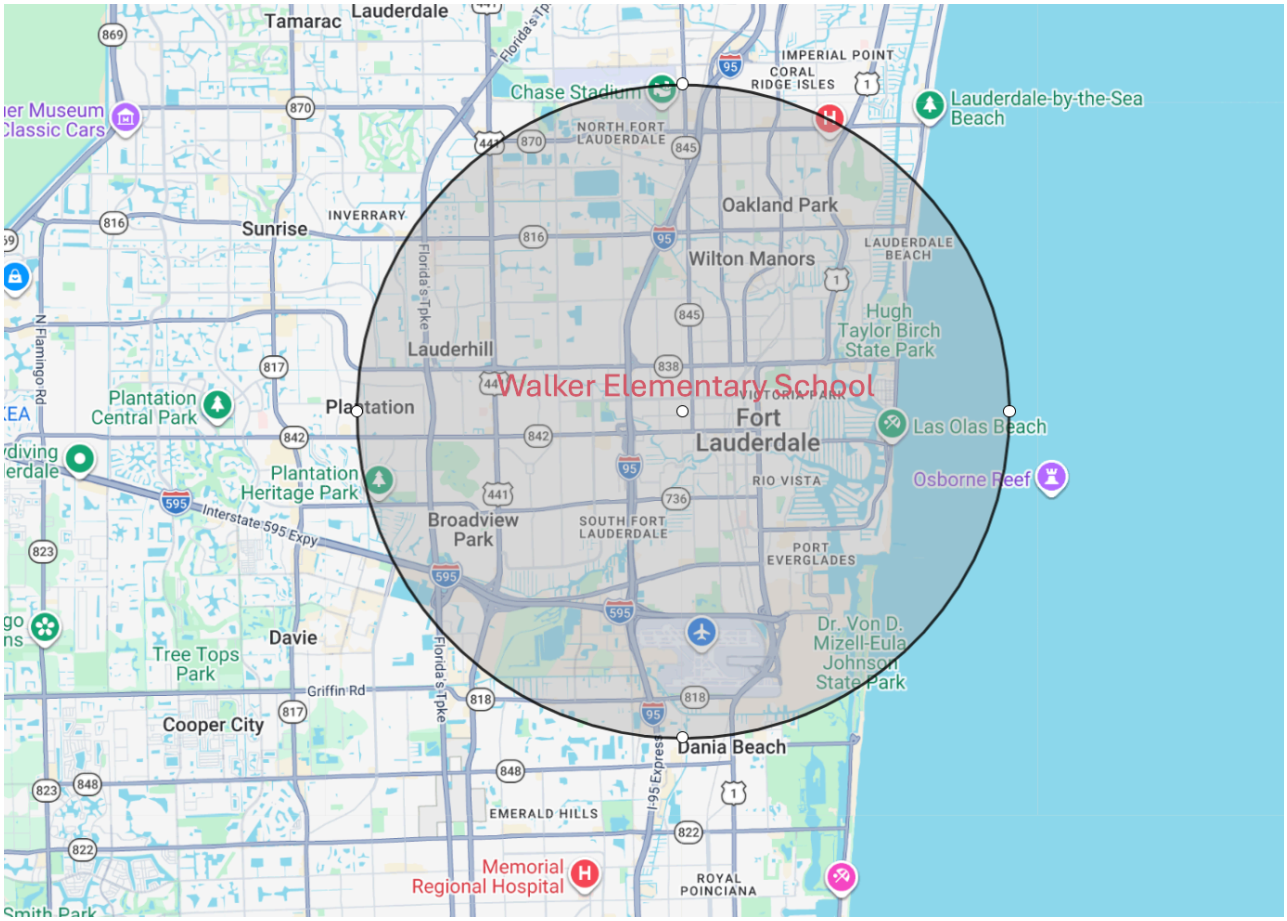
Year 2 - 2028-2029	504 - 1,008	TBD
Year 3 - 2029-2030	1,092 - 1,568	TBD
Year 4 - 2030-2031	1,490 - 2,050	TBD
Year 5 - 2031-2032	1,748 - 2,510	TBD

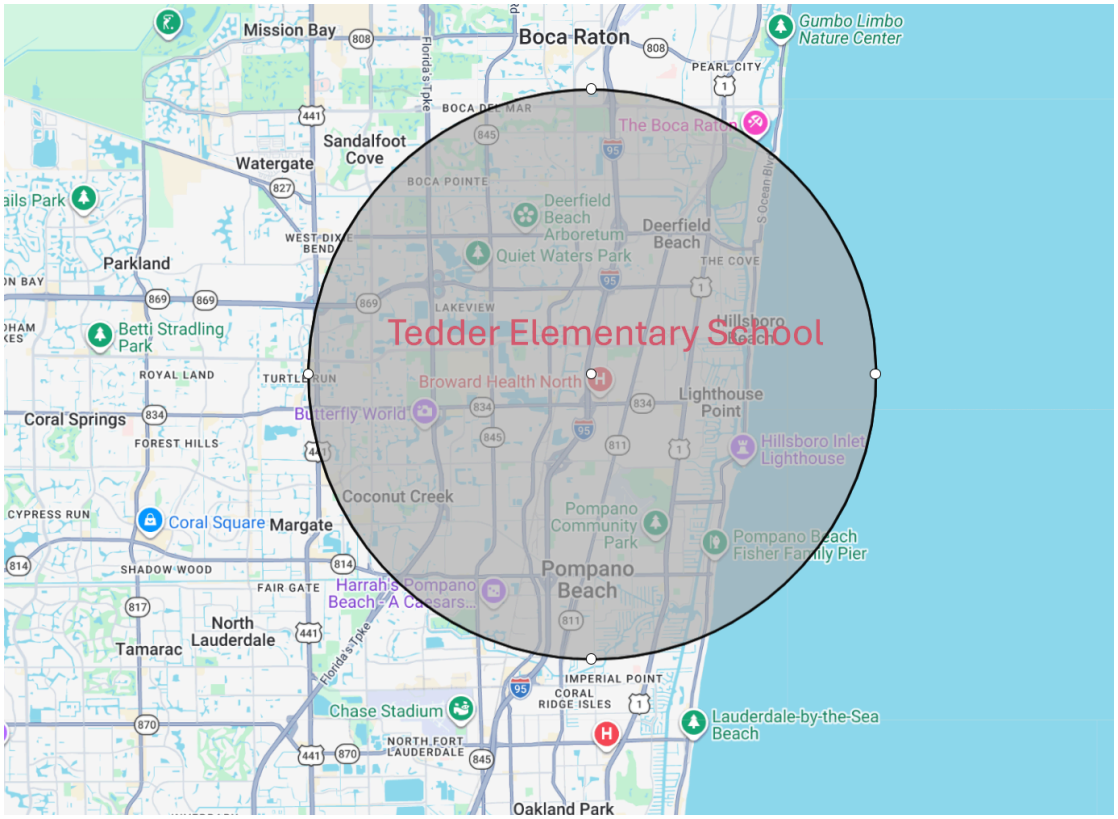
Section H: Proposed Location

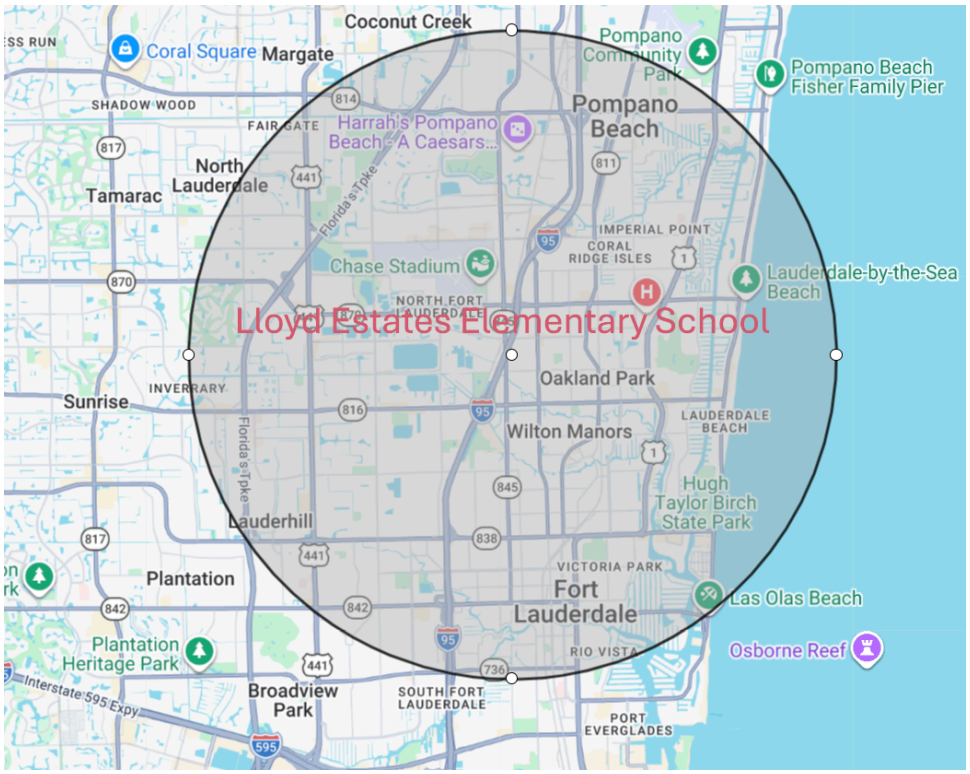
1. Describe the proposed location or geographic area (if specific facility/location has yet to be secured) and its proximity to the persistently low-performing school identified on the cover page. If there are multiple persistently low-performing schools in the area, identify each of them in this section.

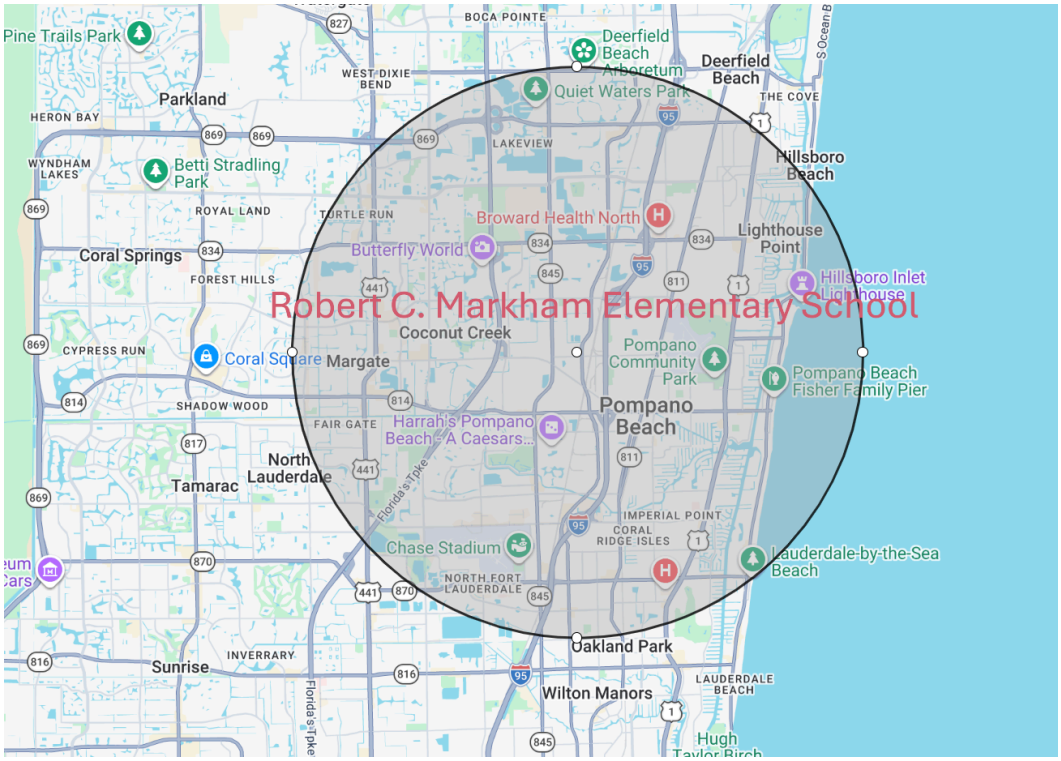
KIPP South Florida - Broward is targeting school locations within a 5-mile radius of the following persistently low-performing schools:

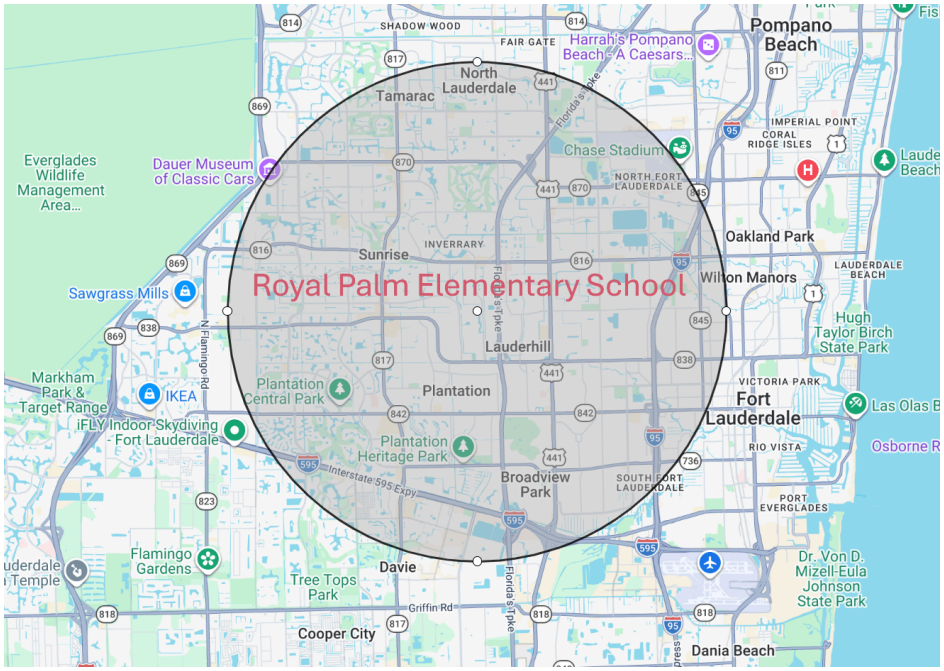
- **Walker Elementary School (0321)**
- **Tedder Elementary School (0571)**
- **Lloyd Estates Elementary School (1091)**
- **Robert C. Markham Elementary School (1671)**
- **Royal Palm Elementary School (1851)**
- **Charles Drew Elementary School (3221)**




Tedder Elementary School
Mission Bay
Boca Raton
Gumbo Limbo Nature Center
PEARL CITY
BOCA DEL MAR
The Boca Raton
Sandalfoot Cove
Watergate
BOCA POINTE
Deerfield Beach Arboretum
Deerfield Beach
Quiet Waters Park
THE COVE
Parkland
WEST DIXIE BEND
LAKEVIEW
Betti Stradling Park
ROYAL LAND
TURTLE RUN
Broward Health North
Lighthouse Point
Coral Springs
FOREST HILLS
Butterfly World
Hillsboro Inlet Lighthouse
CYPRESS RUN
Coral Square
Margate
Coconut Creek
Pompano Community Park
Pompano Beach Fisher Family Pier
SHADOW WOOD
FAIR GATE
Harrah's Pompano Beach - A Caesars...
Pompano Beach
North Lauderdale
Tamarac
IMPERIAL POINT
CORAL RIDGE ISLES
Chase Stadium
Lauderdale-by-the-Sea Beach
NORTH FORT LAUDERDALE
Oakland Park


Lloyd Estates Elementary School
Coconut Creek
Coral Square
Margate
Pompano Community Park
Pompano Beach Fisher Family Pier
SHADOW WOOD
FAIR GATE
Harrah's Pompano Beach - A Caesars...
Pompano Beach
North Lauderdale
Tamarac
IMPERIAL POINT
CORAL RIDGE ISLES
Chase Stadium
Lauderdale-by-the-Sea Beach
NORTH FORT LAUDERDALE
Oakland Park
INVERRARY
Sunrise
Wilton Manors
LAUDERDALE BEACH
Hugh Taylor Birch State Park
Lauderhill
Plantation
VICTORIA PARK
Fort Lauderdale
Las Olas Beach
Plantation Heritage Park
RIO VISTA
Osborne Reef
Broadview Park
SOUTH FORT LAUDERDALE
PORT EVERGLADES
Interstate 595 Expy


Robert C. Markham Elementary School
Pine Trails Park
BOCA POINTE
Deerfield Beach Arboretum
Deerfield Beach
Quiet Waters Park
WEST DIXIE BEND
Parkland
HERON BAY
THE COVE
LAKEVIEW
Hillsboro Beach
WYNDHAM LAKES
Betti Stradling Park
ROYAL LAND
TURTLE RUN
Broward Health North
Lighthouse Point
Coral Springs
Butterfly World
FOREST HILLS
Hillsboro Inlet Lighthouse
Coconut Creek
CYPRESS RUN
Coral Square
Margate
Pompano Community Park
Pompano Beach Fisher Family Pier
SHADOW WOOD
FAIR GATE
Harrah's Pompano Beach - A Caesars...
Pompano Beach
North Lauderdale
Tamarac
Florida's Turnpike
IMPERIAL POINT
CORAL RIDGE ISLES
Chase Stadium
Lauderdale-by-the-Sea Beach
NORTH FORT LAUDERDALE
Oakland Park
INVERRARY
Sunrise
Wilton Manors
LAUDERDALE BEACH
Hugh

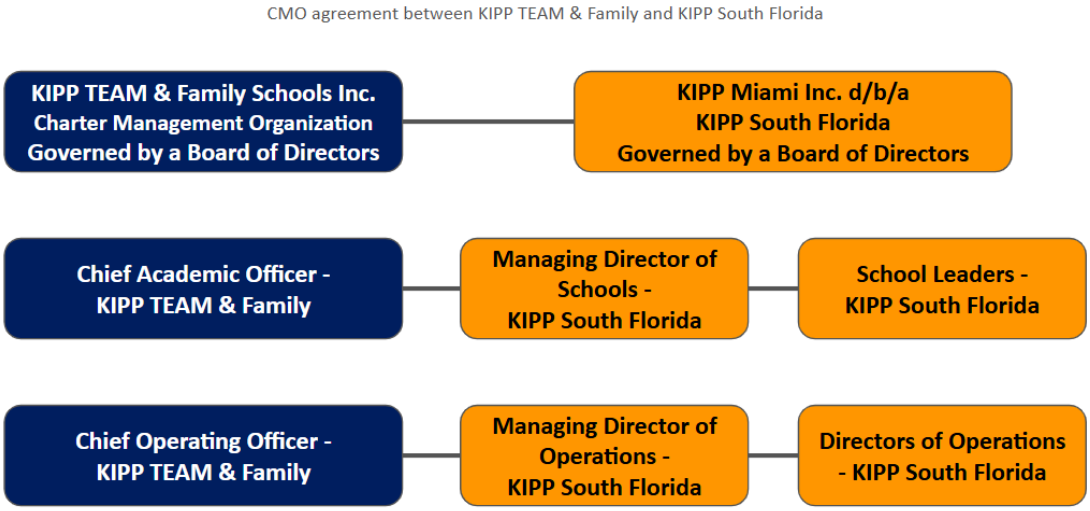

Royal Palm Elementary School
SHADOW WOOD
FAIR GATE
Harrah's Pompano Beach - A Caesars...
Pompano Beach
North Lauderdale
Tamarac
Florida's Turnpike
IMPERIAL POINT
CORAL RIDGE ISLES
Everglades Wildlife Management Area...
Dauer Museum of Classic Cars
Chase Stadium
NORTH FORT LAUDERDALE
Oakland Park
INVERRARY
Sunrise
Wilton Manors
LAUDERDALE BEACH
Sawgrass Mills
Hugh Taylor Birch State Park
Lauderhill
Markham Park & Target Range
IKEA
Plantation Central Park
Plantation
VICTORIA PARK
Fort Lauderdale
iFLY Indoor Skydiving - Fort Lauderdale
Plantation Heritage Park
RIO VISTA
Broadview Park
SOUTH FORT LAUDERDALE
PORT EVERGLADES
Flamingo Gardens
Davie
Tree Tops Park
Griffin Rd
Cooper City
Dania Beach
Dr. Von D. Mizell-Eula Johnson State Park

Section I: Staffing Plan

1. Provide an organizational chart that shows the school governance, management, and staffing structure. The organizational chart should clearly define command structure.

KIPP TEAM & Family Schools, Inc. as the approved School of Hope operator will contract with KIPP Miami, Inc. d/b/a KIPP South Florida. to run and operate KIPP Broward Schools. As described earlier, KIPP TEAM & Family will enter into a CMO agreement with KIPP Miami Inc. d/b/a KIPP South Florida to provide school management, financial management, administrative, support and other management services through a CMO agreement. KIPP TEAM & Family and KIPP Miami, both nonprofit, 501c3 organizations, are governed by separate boards of directors. The KIPP Miami Inc. d/b/a KIPP South Florida board will ultimately be responsible for the success of the school operation. The KIPP Miami Inc. d/b/a KIPP South Florida board contracts with KIPP TEAM & Family to provide management and oversight of the KIPP Miami Inc. d/b/a KIPP South Florida school operation. The KIPP Managing Director of Schools and Managing Director of Operations are directly managed by the CMO. The KIPP South Florida Managing Director of Schools will manage school leaders of KIPP South Florida schools and/or campuses. School Leaders and assistant school leaders directly manage teaching staff.

See below for an organizational chart visualizing the above.



2. Provide a staffing plan for each year of the charter term that includes all anticipated personnel, is aligned with the school's projected enrollment, and will ensure the school maintains compliance with class-size maximums provided for in Section 1003.03, Florida Statutes, calculated at the school-wide average.

See below for staffing models for a K-5 grade levels, a 6-8 grade levels for our maximum enrollment size (can be reduced by half for a lower enrollment model) and 9-12 grade levels. See additional details and assumptions on the staffing model in Attachment D.

Staffing Model	**K-5**	**6-8**	**9-12**
Students	672	504	560
Teachers - lead	24	21	20
Teachers - in - Residence	9	4	
Teachers - special	6	3	4
Teachers - SPED	4	3	2
School Leader	1	1	1
Assistant Principals	3.5	3.5	2
Social Worker/Counselor	1	1	1
Receptionist	.5	.5	1
Dir. School Ops	1	1	1
School Operations Manager	1	1	1
Campus Facilities Manager	.5	.5	1
KIPP Through College Director			1
KIPP Through College Counselor			3
Total Staffing	**51.5**	**39.5**	**38**

3. Indicate whether the school will utilize non-Florida certified instructional personnel, as provided for in Section 1002.333(6)(d), Florida Statutes. If the school will utilize non-certified instructional personnel, describe the qualifications for instructional personnel and the method by which the school will evaluate their preparedness to teach and their effectiveness in the classroom.

KIPP South Florida - Broward plans to continue to support our teachers to fulfill and achieve their Florida

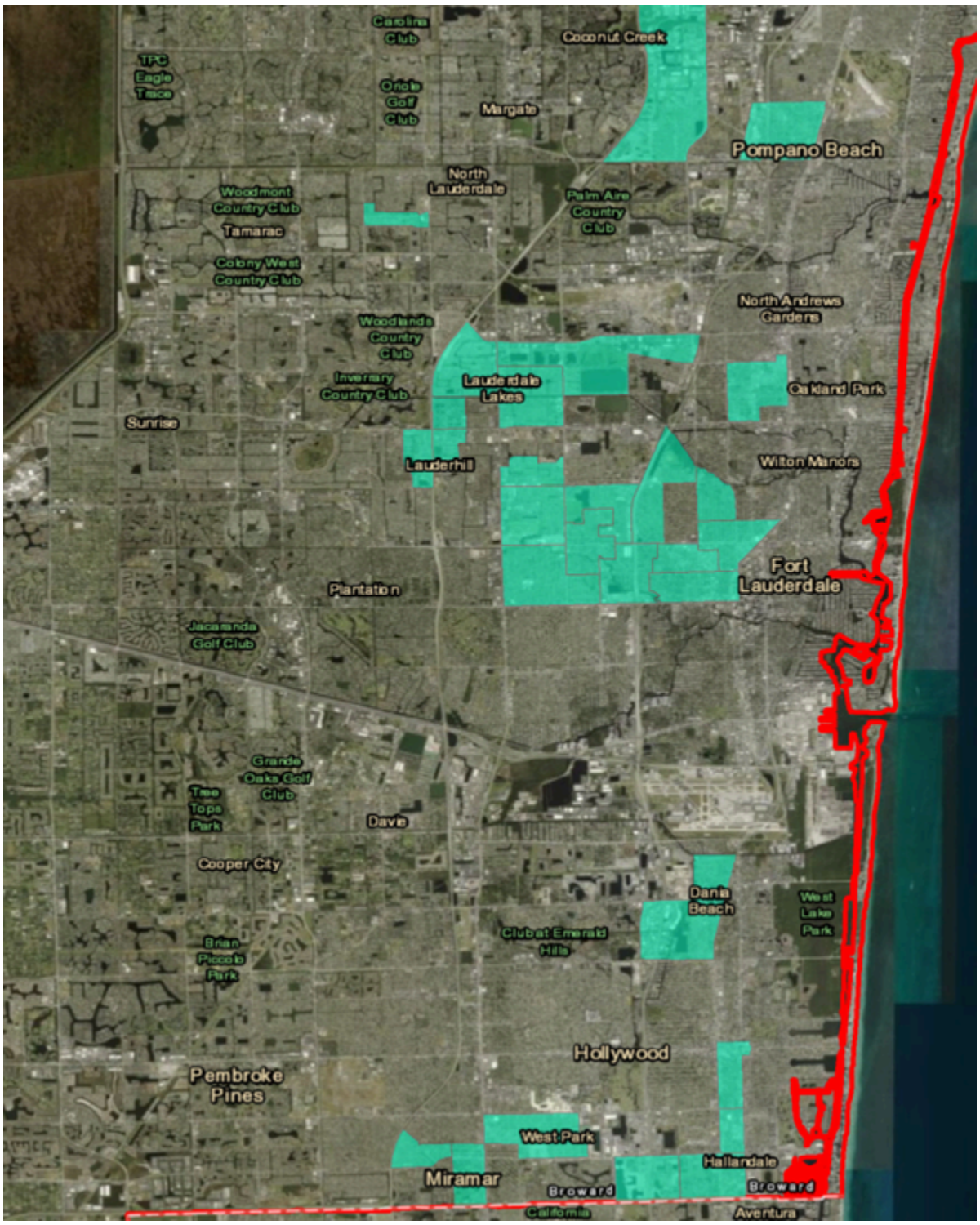
state certification. We plan to leverage the exemption in cases where we find highly qualified teachers who are certified in other states and can start immediately, but need time to pursue the requirements in the state of Florida. Additionally we will allow for uncertified teachers in the case of our “Teacher In Residence” program which is a pipeline to staff our lead teacher roles. Our Teachers in Residence are first year teachers who will start working with us in some cases without certification status but under the tutelage of an experienced teacher over the course of the year. We have a robust system of required professional development and observations that are part of their first year. Additionally they will work during that year towards the goal of becoming a lead classroom teacher in their second year. We also understand that finding talent in hard to staff content areas (science and math) might cause us to leverage this statute and hire someone who is not certified but support them in their eventual certification process. We also offer stipends to teachers in these critical areas to ensure we are hiring and retaining the best talent and rewarding them for the maintenance of their certification. We ensure the preparedness of our teachers by conducting a robust selection process, which includes extensive interviews, observations of the teacher’s current classroom instruction, sample demonstration teaching lessons with our students and reference checks. Additionally once on staff, teachers engage in a month of professional development prior to the start of the school year, including one additional intensive week of training for educators new to KIPP. Throughout the teaching year, we have a robust system of ongoing professional development, observation and feedback cycles, and performance management to ensure classroom effectiveness. All ESE and ESOL teachers are fully certified and we make no exemptions for the status of those particular roles.

ATTACHMENT A

Attachment A: List of Persistently Low-Performing Schools in proposed geographic area

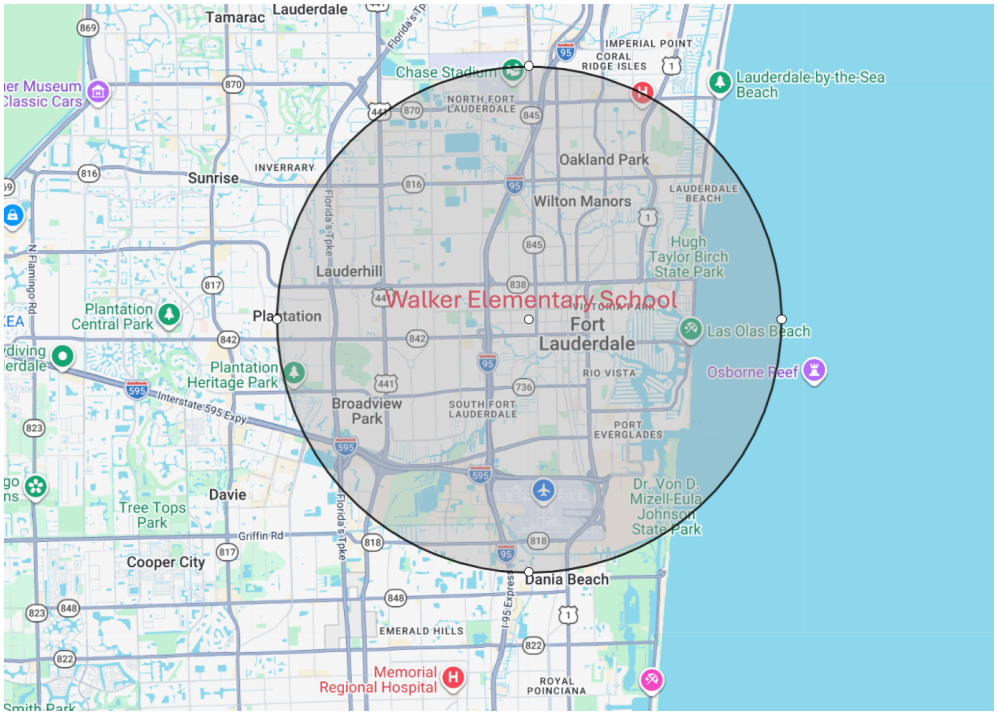
- **Walker Elementary School (0321) Pineloch Elementary (located in the Holden Heights community)**
- **Tedder Elementary School (0571)Eagles Nest Elementary (located in the Washington Shores community)**
- **Lloyd Estates Elementary School (1091) Eccleston Elementary (located in the Richmond Heights community)**
- **Robert C. Markham Elementary School (1671)**
- **Royal Palm Elementary School (1851) Rolling Hills Elementary (located in between the Signal Hill community and The Willows)**
- **Charles Drew Elementary School (3221) (located in the Parramore community)**

We will target sites in the OZs in Broward highlighted on the map below. A link to all the OZs in Broward County is here: https://sfregionalcouncil.org/wp-content/uploads/2019/05/Opportunity_Zone.pdf


Carolina Club
Coconut Creek
TPC Eagle Trace
Oriole Golf Club
Margate
Pompano Beach
North Lauderdale
Palm Aire Country Club
Woodmont Country Club
Tamarac
Colony West Country Club
North Andrews Gardens
Woodlands Country Club
Inverrary Country Club
Lauderdale Lakes
Oakland Park
Sunrise
Lauderhill
Wilton Manors
Fort Lauderdale
Plantation
Jacaranda Golf Club
Grande Oaks Golf Club
Tree Tops Park
Davie
Cooper City
Dania Beach
West Lake Park
Club at Emerald Hills
Brian Piccolo Park
Hollywood
Pembroke Pines
West Park
Hallandale
Miramar
Broward
Broward
California
Aventura

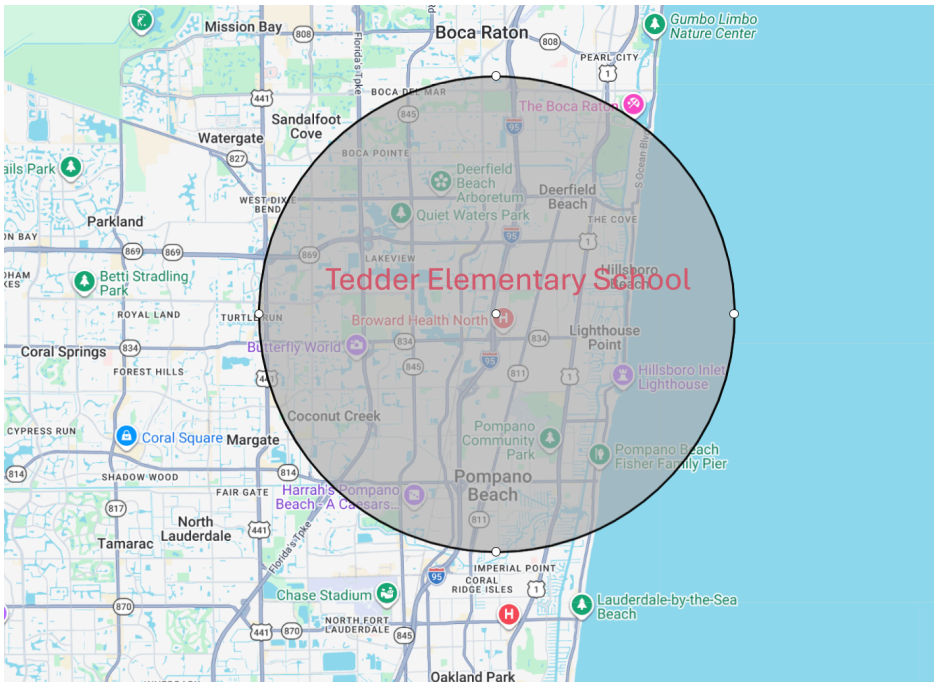
Walker Elementary

5-mile radius



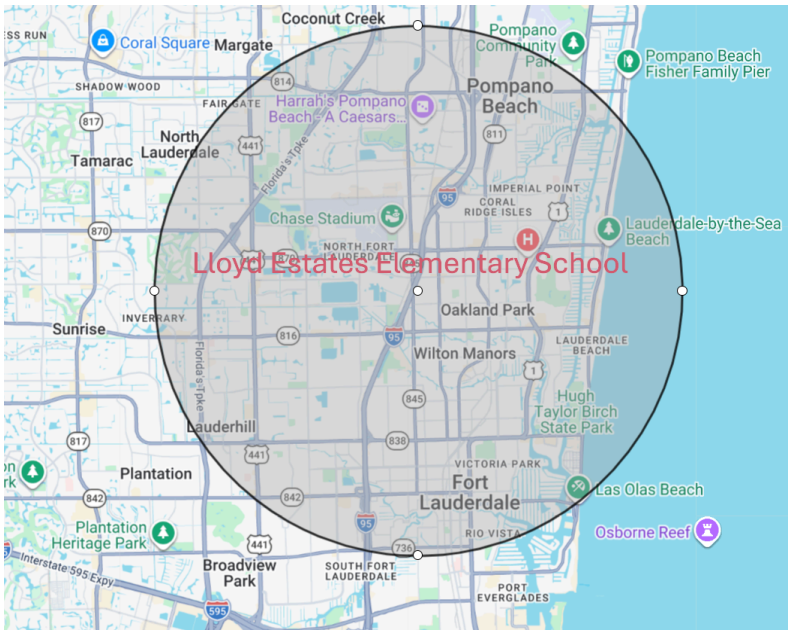
Tedder Elementary

5-mile radius



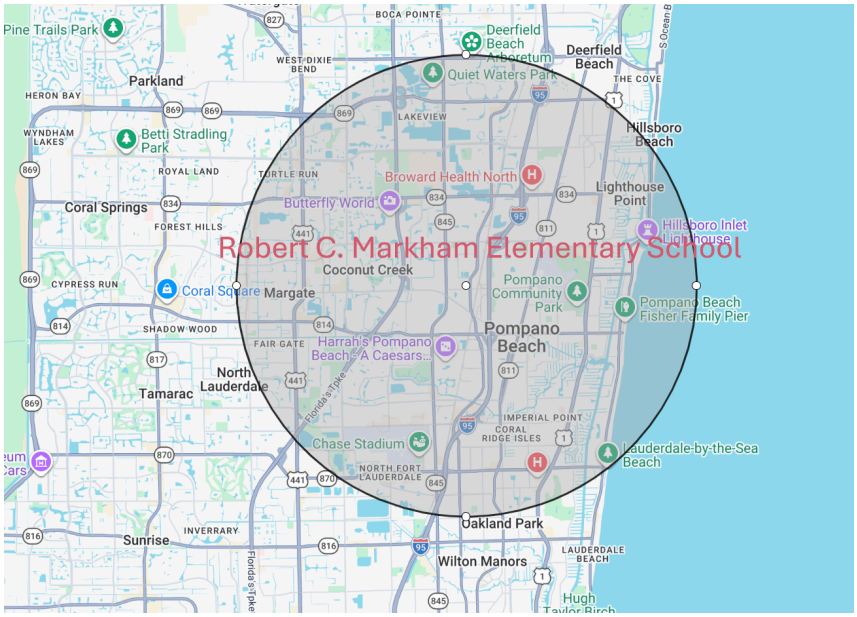
Lloyd Estates Elementary

5-mile radius



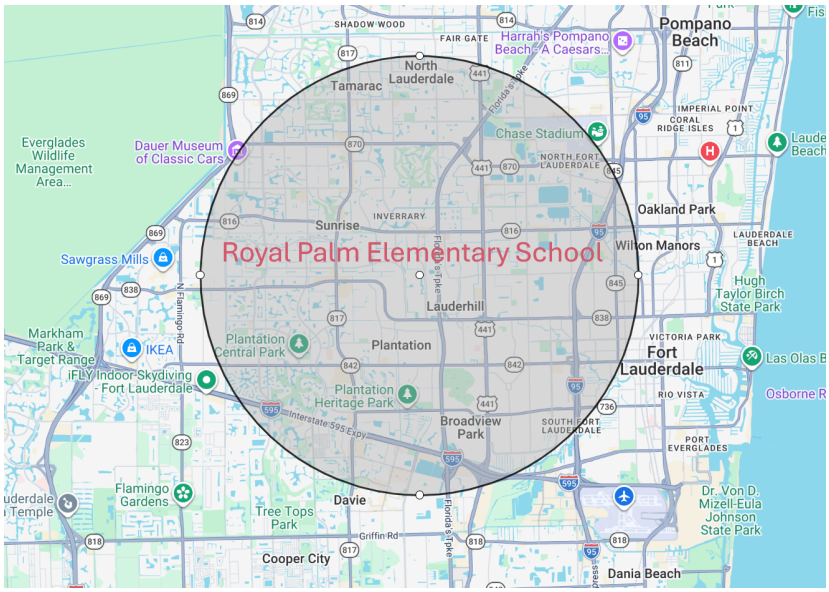
Robert C. Markham Elementary

5-mile radius



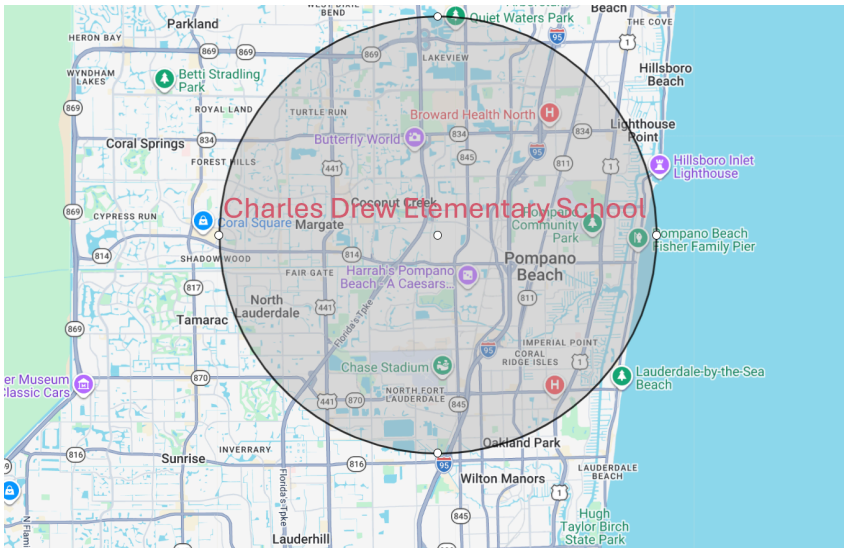
Royal Palm Elementary School

5-mile radius



Charles Drew Elementary

5-mile radius



ATTACHMENT B

Attachment B: Sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.

Below are samples of various course scopes and sequences across grades and subjects:

Division	Sample Course Scope & Sequence
Elementary	• Grade 1 Math • Grade 2 ELA • Grade 4 ELA • Grade 5 Science
Middle	• Grade 6 ELA • Grade 7 Math
High	High school scope and sequence is still to be determined and will be aligned to Florida standards.

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
A	W	8/14	Orientation Half Day	Rote Count: 1-30 Calendar: "What day is today?" "What day will it be tomorrow?" "What is today's date?" "How many days are in one week?"	U1 L1	MA.K.NSO.1.1 Given a group of up to 20 objects, count the number of objects in that group and represent the number of objects with a written numeral. State the number of objects in a rearrangement of that group without recounting.	I can identify my own and others' strengths in math.	Activity-Based Exploration	We all have strengths in math that help us meet our math goals	Student Practice Book OMO	ET U1 L1	Routines and Systems for Math Intervention
	TH	8/15			U1 L2	MA.K.AR.1.3 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem.	I can explain what a problem is and ways to solve it.	Activity-Based Exploration	A problem is a question to answer We can show a problem using equations or pictures	Student Practice Book OMO	ET U1 L2.pdf	Routines and Systems for Math Intervention
	F	8/16			U1 L3	MA.K.AR.1.3 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem.	I can use mathematics to show real-world situations.	Activity-Based Exploration	Real world scenarios can be represented with mathematics We can use different models and methods to represent and solve problems	Student Practice Book OMO	ET U1 L3.pdf	Routines and Systems for Math Intervention
B	M	8/19		Rote Count: 1-30 Calendar: "What day is today?" "What day will it be tomorrow?" "What is today's date?" "How many days are in one week?" Number ID: TW use numbers 1-30 (Teacher displays # card) What is this number? What number comes after _____? What number comes before _____?	U1 L4	MA.K.GR.1.1 Identify two- and three-dimensional figures regardless of their size or orientation. Figures are limited to circles, triangles, rectangles, squares, spheres, cubes, cones and cylinders.	I can explain my thinking and respond to my classmates' ideas.	Guided Exploration	It is important to both create and listen and analyze mathematical arguments	Student Practice Book OMO	ET U1 L4.pdf	I-Ready Lesson
	T	8/20			U1 L5	MA.K.AR.1.2 Given a number from 0 to 10, find the different ways it can be represented as the sum of two numbers.	I will explore strategies to help me describe and extend patterns.	Activity-Based Exploration	A pattern is something that repeats itself over and over again. There are patterns in numbers	Student Practice Book OMO	ET U1 L5.pdf	I-Ready Lesson
	W	8/21	i-Ready Reading BOY									
	TH	8/22		Rote Count: 1-30 Calendar: "What day is today?" "What day will it be tomorrow?" "What is today's date?" "How many days are in one week?" Number ID: TW use numbers 1-30 (Teacher displays # card) What is this number? What number comes after _____? What number comes before _____?	U1 L6	MA.K.NSO.1.1 Given a group of up to 20 objects, count the number of objects in that group and represent the number of objects with a written numeral. State the number of objects in a rearrangement of that group without recounting.	I can describe the mindsets and behaviors that help me learn best.	Guided Exploration	We work well in groups when we listen, take turns and are kind We work well on our own when we focus and ask questions when we need help	Student Practice Book OMO	ET U1 L6.pdf	i-Ready Lesson
	F	8/23		Rote Count: 1-30 Calendar: "What day is today?" "What day will it be tomorrow?" "What is today's date?" "How many days are in one week?" Number ID: TW use numbers 1-30 (Teacher displays # card) What is this number? What number comes after _____? What number comes before _____?	Fluency Practice	MA.K.NSO.3.2 Add two one-digit whole numbers with sums from 0 to 10 and subtract using related facts with procedural reliability. MA.1.NSO.2.3 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA.1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I will practice my math fluency skills		The more we practice, the better we become as mathmeticians	Unit 1: Fluency Practice Student Practice Book pg 29-30		Spiral Review Skills based on data
1	M	8/26		Rote Count: 1-40 Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? Skip Counting: Count by 10s... 100 Number ID: TW use numbers 1-30 (Teacher displays # card) What is this number? What number comes after _____? What number comes before _____?	U6 L1	MA1.GR.1.1 Identify, compare and sort two- and three-dimensional figures based on their defining attributes. Figures are limited to circles, semi-circles, triangles, rectangles, squares, trapezoids, hexagons, spheres, cubes, rectangular prisms, cones and cylinders.	I can describe and identify 2-d figures based on thei attributes	Guided Exploration	2-d figures are closed You can identify 2-d figures by their defining attributes	Student Practice Book OMO: 1-8	6 L1 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	T	8/27			U6 L2	MA1.GR.1.1 Identify, compare and sort two- and three-dimensional figures based on their defining attributes. Figures are limited to circles, semi-circles, triangles, rectangles, squares, trapezoids, hexagons, spheres, cubes, rectangular prisms, cones and cylinders.	I can compare and sort 2-d figures based on their attributes	Activity- Based Exploration	You can sort and compare 2-d figures based on their defining attributes	Student Practice Book OMO: 1-7	U6 L2 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	8/28	i-Ready Math BOY									
	TH	8/29		Rote Count: 1-40 Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? Skip Counting: Count by 10s... 100 Number ID: TW use numbers 1-30 (Teacher displays # card) What is this number? What number comes after _____? What number comes before _____?	U6 L3	MA1.GR.1.2 Sketch two-dimensional figures when given defining attributes. Figures are limited to triangles, rectangles, squares and hexagons.	I can draw 2-d figures based on their attributes	Guided Exploration	You can draw 2-d figures based on their defining attributes	Student Practice Book OMO: 1-7	U6 L3 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	8/30			U6 L4	MA1.GR.1.3 Compose and decompose two- and three-dimensional figures. Figures are limited to semi-circles, triangles, rectangles, squares, trapezoids, hexagons, cubes, rectangular prisms, cones and cylinders.	I can put 2-d figures together to create composite figures I can decompose 2-d figures into two or more figures	Activity- Based Exploration	2-d figures can be put together to create a composite figure A 2-d figure can be taken apart to create two or more 2-d figues	Student Practice Book OMO: 1-6	U6 L4 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	M	9/2	LABOR DAY									
	T	9/3		Rote Count: 1-40 Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? Skip Counting: Count by 10s... 100 Number ID: TW use numbers 1-30 (Teacher displays # card) What is this number? What number comes after _____? What number comes before _____?	U6 L5	MA1.GR.1.1 Identify, compare and sort two- and three-dimensional figures based on their defining attributes. Figures are limited to circles, semi-circles, triangles, rectangles, squares, trapezoids, hexagons, spheres, cubes, rectangular prisms, cones and cylinders.	I can describe attributes that define and do not define 3-d figures	Activity- Based Exploration	You can describe 3-d figures by number of faces, edges and vertices (defining attributes)	Student Practice Book OMO: 1-7	U6 L5 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	9/4		Counting Jar (23 objects)		NSO.1 Develop an understanding for counting using objects in a set	I can accurately count a set of objects	It is easier to count when my objects are organized		CJ Recording Sheet		Spiral Review Skills based on data

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
2	TH	9/5		Rote Count: 1-40 Calendar: What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? Skip Counting: Count by 10s...100 Number ID: TW use numbers 1-30 (Teacher displays # card) What is 1 ths number? What number comes after _____? What number comes before _____?	U6 L6	MA1.GR.1.1 Identify, compare and sort two- and three-dimensional figures based on their defining attributes. Figures are limited to circles, semi-circles, triangles, rectangles, squares, trapezoids, hexagons, spheres, cubes, rectangular prisms, cones and cylinders.	I can compare and sort 3-d figures based on their attributes	Activity- Based Exploration	You can compare and sort 3-d figures based on their attributes	Student Practice Book OMO: 1-7	U6 L6 ET	**Exit Ticket Recommendations** Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	9/6			U6 L7	MA1.GR.1.3 Compose and decompose two- and three-dimensional figures. Figures are limited to semi-circles, triangles, rectangles, squares, trapezoids, hexagons, cubes, rectangular prisms, cones and cylinders.	I can put 3-d figures together to create composite figures I can decompose 3-d figures into two or more figures	Guided Exploration	3-d figures can be put together to create a composite figure A 3-d figure can be taken apart to create two or more 2-d figues	Student Practice Book OMO: 1-6	U6 L7 ET	**Exit Ticket Recommendations** Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
3	M	9/9	STAR READING		STAR READING							
	T	9/10			U6 L8	MA1.GR.1.4 Given a real-world object, identify parts that are modeled by two- and three-dimensional figures. Figures are limited to semi-circles, triangles, rectangles, squares and hexagons, spheres, cubes, rectangular prisms, cones and cylinders.	I can identtify real-world objects look like 2-d and 3-d figures	Guided Exploration	Real-world objects can be 2-d or 3-d figures	Student Practice Book OMO: 1-7	U6 L8 ET	**Exit Ticket Recommendations** Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	W	9/11		CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	JRU: Gianna had 12 marbles in a bag. Then Gianna won 6 more in a marble competition. How many marbles does Gianna have now?	We can represent joining together by showing both parts in a picture or equation and putting them together to find the total Habits: -Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		**Cumulative Review Quiz (CRQ)** Enter Data in Illuminate
	TH	9/12		STAR MATH								
	F	9/13		Rote Count: 1-40 Calendar: What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? Skip Counting: Count by 10s...100 Number ID: TW use numbers 1-30 (Teacher displays # card) What is 1 ths number? What number comes after _____? What number comes before _____?	Unit Review and Fluency Practice	MA1.GR.1.1 Identify, compare and sort two- and three-dimensional figures based on their defining attributes. Figures are limited to circles, semi-circles, triangles, rectangles, squares, trapezoids, hexagons, spheres, cubes, rectangular prisms, cones and cylinders. MA1.GR.1.3 Compose and decompose two- and three-dimensional figures. Figures are limited to semi-circles, triangles, rectangles, squares, trapezoids, hexagons, cubes, rectangular prisms, cones and cylinders. Fluency Practice MA.K.NSO.3.2 Add two one-digit whole numbers with sums from 0 to 10 and subtract using related facts with procedural reliability	I will review all I learned from this unit I will practice my math fluency		Student Practice Book Unit Review: pg 247-249 Fluency Review: Pg. 251-252		Spiral Review Skills based on data
4	M	9/16		Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? What will the date be in one week? I get groceries on Thursdays. What's one date in September that I can get groceries? Rote Counting: 5's TW introduce rote counting by 5's with the aid of the 100's chart. SW chorally respond counting by 5's from 5-100.	U4 L1	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can find the total using addition	Activity-Based Exploration	Addition is one way to find a total You add the addends to find the sum	Student Practice Book OMO: 1-8	U4 L1 ET	**Exit Ticket Recommendations** Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	T	9/17			U4 L2	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can count on to add	Guided Exploration	You can use a number line to count on	Student Practice Book OMO: 1-7	U4 L2 ET	**Exit Ticket Recommendations** Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	W	9/18		CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	JRU: I had 12 pennies in my bank. During the week I earned 6 more pennies. How many pennies do I have now?	We can represent joining together by showing both parts in a picture or equation and putting them together to find the total Habits: -Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	9/19		Rote Count: Start at any number and count up to 50 Calendar: What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? Skip Counting: Count by 5s Number ID: TW use numbers 1-30 (Teacher displays # card) What is 1 ths number? What number comes after _____? What number comes before _____?	U4 L3	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can use doubles to add numbers	Guided Exploration	When you use doubles, the 2 addends are the same	Student Practice Book OMO: 1-9	U4 L3 ET	**Exit Ticket Recommendations** Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	F	9/20			U4 L4 (Day 1)	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can use near doubles to help me add	Activity- Based Exploration	You can use doubles to help you add near doubles	Student Practice Book OMO: 1-5	U4 L4 ET	**Exit Ticket Recommendations** Additional Practice- Student scored 5 of 5 on ET Take Another Look- Student scored 4 of 5 on ET Small Group Intervention - Student scored 3 or fewer on ET

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
5	M	9/23		Rote Count: Start at any number and count up to 50 Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out What's the date 2 days from today? Skip Counting: Count by 5s Number ID: TW use numbers 15-50 (Teacher displays # card) What is this number? What number comes after ____? What number comes before ____?	U4 L4 (Day 2)	MA.1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA.1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can use near doubles to help me add	Guided Exploration	You can use doubles to help you add near doubles	Student Practice Book OMO: 5-10	Use Additional Practice for this lesson	Spiral Review Skills based on data
	T	9/24			U4 L5 (Day 1)	MA.1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA.1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can make 10 to add	Activity- Based Exploration	You can make a 10 to help you add	Student Practice Book OMO: 1-8	U4 L5 ET	Exit Ticket Recommendations Additional Practice- Student scored 5 of 5 on ET Take Another Look- Student scored 4 of 5 on ET Small Group Intervention - Student scored 3 or fewer on ET
	W	9/25	Royal Rave	CGI		MA.1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	JRU: 13 people were on the bus. Then 12 more people got on the bus. How many people are on the bus now?	We can represent joining together by showing both parts in a picture or equation and putting them together to find the total New: We can count on to add faster Habits: -Using MOLE M- Mark Up O-Organize L- Label E- Explain	SP Worksheet		Cumulative Review Quiz (CRQ) Enter Data in Illuminate
	TH	9/26		Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? What will the date be in one week? I go running on Tuesdays. What's one date in September that I could have gone running? Switch Counting: Counting by 1s starting with any number Count by 10s from any number Count by 5s from any number	U4 L5 (Day 2)	MA.1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA.1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can make 10 to add	Guided Exploration	You can make a 10 to help you add	Use Additional Practice for this lesson		Spiral Review Skills based on data
	F	9/27		Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out Switch Counting: Counting by 1s starting with any number Count by 10s from any number Count by 5s from any number	U4 L6	MA.1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can use efficient strategies to solve addition equations	Guided Exploration	You can the same numbers in different ways	Student Practice Book OMO: 1-7	U4 L6 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
6	M	9/30		Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? What will the date be in one week? Switch Counting: Counting by 1s starting with any number Count by 10s from any number Count by 5s from any number	U4 L7	MA.1.AR.1.1 Solve addition problems with sums between 0 and 20 and subtraction problems using related facts.	I can add numbers in any order	Activity- Based Exploration	You can add 2 addends in any order. The sum is the same	Student Practice Book OMO: 1-8	U4 L7 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	T	10/1			U4 L8	MA.1.AR.1.1 Solve addition problems with sums between 0 and 20 and subtraction problems using related facts.	I can explain strategies for adding more than two numbers	Activity- Based Exploration	When adding more than 2 numbers, add the first 2 addends first and then the remaining addend(s)	Student Practice Book OMO: 1-9	U4 L8 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	W	10/2		Counting Jar (32 objects)		NSO.1 Develop an understanding for counting using objects in a set	I can accurately count a set of objects		It is more efficient to group count	CJ Recording Sheet		Spiral Review Skills based on data
	TH	10/3		Calendar What day is it today? What was yesterday? What will tomorrow be? What is today's date? Stretch it out How many days are in one week? What will the date be in one week? Switch Counting: Counting by 1s starting with any number Count by 10s from any number Count by 5s from any number	U4 L9 (Day 1)	MA.1.AR.2.3 Determine the unknown whole number in an addition or subtraction equation, relating three whole numbers, with the unknown in any position.	I can use different strategies to find the unknown number in equations	Guided Exploration	You can count on from one addend to the sum to find an unknown addend	Student Practice Book OMO: 1-10	U4 L9 ET	Exit Ticket Recommendations Additional Practice- Student scored 5 of 5 on ET Take Another Look- Student scored 4 of 5 on ET Small Group Intervention - Student scored 3 or fewer on ET
	F	10/4			U4 L9 (Day 2)	MA.1.AR.2.3 Determine the unknown whole number in an addition or subtraction equation, relating three whole numbers, with the unknown in any position.	I can use different strategies to find the unknown number in equations	Guided Exploration	You can count on from one addend to the sum to find an unknown addend	Use Additional Practice for this lesson		Spiral Review Skills based on data

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
7	M	10/7		Calendar: Mystery Date TW show the mystery date on the calendar (Mystery date will be covered by a sticky note). "We want to figure out the date of my mystery date. When we say the date what do we have to start with?" The day of the week. "How can I figure out of the day of the week?" Red the mystery date and push up straight to the days of the week. "What else do I have to include when I say the date?" The month, the number day, and the year. "Who can come up and point on the calendar to figure that out?" Build It! "I'm thinking of the number XX. How do I write the number XX?" "How can I build XX with my cubes?" TW students suggestions of counting out XX or counting on from XX. To get at counting on. TW ask "Is there another way we can build XX?" After students count on from the 10's number TW ask "How many did we have to add to XX to get to XX? Is there a number sentence to match that?" TW record number sentence on board.	U4 L10	MA.1.AR.2.2 Determine and explain if equations involving addition or subtraction are true or false.	I can explain the meaning of the equal sign	Activity- Based Exploration	The equal sign means the amounts are the same on each side	Student Practice Book OMO: 1-4	U4 L10 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	T	10/8		Calendar: Mystery Date TW show the mystery date on the calendar (Mystery date will be covered by a sticky note). "We want to figure out the date of my mystery date. When we say the date what do we have to start with?" The day of the week. "How can I figure out of the day of the week?" Red the mystery date and push up straight to the days of the week. "What else do I have to include when I say the date?" The month, the number day, and the year. "Who can come up and point on the calendar to figure that out?" Build It! "I'm thinking of the number XX. How do I write the number XX?" "How can I build XX with my cubes?" TW students suggestions of counting out XX or counting on from XX. To get at counting on. TW ask "Is there another way we can build XX?" After students count on from the 10's number TW ask "How many did we have to add to XX to get to XX? Is there a number sentence to match that?" TW record number sentence on board.	U4 L11 (Day 1)	MA.1.AR.2.2 Determine and explain if equations involving addition or subtraction are true or false.	I can tell whether an equation is true or false	Activity- Based Exploration	You can check if an equation is true or false by cheking each side of the equal sign	Student Practice Book OMO: 1-9	U4 L11 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	W	10/9	School Closed: Hurricane	CGI		MA.1.AR.1.2 Solve addition and subtraction word-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	SRU: Mekhai's mom bought 25 cupcakes for Mekhai's birthday party and gave 9 of them to the children. How many cupcakes does Mekhai's mom have left?	When we subtract, the result will be smaller than the starting amount Habits: -Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Cumulative Review Quiz (CRQ) Enter Data in Illuminate
	TH	10/10	School Closed: Hurricane	Calendar: Mystery Date TW show the mystery date on the calendar (Mystery date will be covered by a sticky note). "We want to figure out the date of my mystery date. When we say the date what do we have to start with?" The day of the week. "How can I figure out of the day of the week?" Red the mystery date and push up straight to the days of the week. "What else do I have to include when I say the date?" The month, the number day, and the year. "Who can come up and point on the calendar to figure that out?" Build It! "I'm thinking of the number XX. How do I write the number XX?" "How can I build XX with my cubes?" TW students suggestions of counting out XX or counting on from XX. To get at counting on. TW ask "Is there another way we can build XX?" After students count on from the 10's number TW ask "How many did we have to add to XX to get to XX? Is there a number sentence to match that?" TW record number sentence on board.	U4 L11 (Day 2)	MA.1.AR.2.2 Determine and explain if equations involving addition or subtraction are true or false.	I can tell whether an equation is true or false	Guided Exploration	You can check if an equation is true or false by cheking each side of the equal sign	Use Additional Practice for this lesson		Spiral Review Skills based on data

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
	F	10/11		Calendar: Mystery Date TW show the mystery date on the calendar (Mystery date will be covered by a sticky note). "We want to figure out the date of my mystery date. When we say the date what do we have to start with?" The day of the week. "How can I figure out of the day of the week?" Red the mystery date and push up straight to the days of the week. "What else do I have to include when I say the date?" The month, the number day, and the year. "Who can come up and point on the calendar to figure that out?" Build It! "I'm thinking of the number XX. How do I write the number XX?" "How can I build XX with my cubes?" TW students suggestions of counting out XX or counting on from XX. To get at counting on. TW ask "Is there another way we can build XX?" After students count on from the 10's number TW ask "How many did we have to add to XX to get to XX? Is there a number sentence to match that?" TW record number sentence on board.	Unit Review and Fluency Practice	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.* Fluency Practice MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity.	I will review all I learned from this unit I will practice my math fluency		Student Practice Book Unit Review: pg 155-156 Fluency Review: Pg. 159-160		Spiral Review Skills based on data
8	M	10/14		Number Patterns: White Board Challenge TW give each student a white board, an eraser, and a marker. TW have a row/group challenge chart set up to keep track of which row/group earns the most points. "Today we are going to have a number pattern challenge. I am going show a number pattern on the board and you are going to figure out what number comes next in the pattern." TW present number patterns that class has been struggling with on the chart paper (2's, 5's 10's 1's or skip counting). Missing number should alternate from beginning of the pattern and end of the pattern. TW display one number pattern at a time and student will write missing number. SW hold up their board to present the missing number.			Power Day: Use this time to reteach the skill(s) students struggled with the most in this unit			Teacher Created	Spiral Review Skills based on data
	T	10/15		Quarterly Assessment #1								
	W	10/16		CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	SRU: TJ had 13 cookies. At lunch, he ate 6 of them. How many cookies does TJ have left?	When we subtract, the result will be smaller than the starting amount Habits: ·Using MOLE M- Mark Up O-Organize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	10/17		Number Patterns: White Board Challenge TW give each student a white board, an eraser, and a marker. TW have a row/group challenge chart set up to keep track of which row/group earns the most points. "Today we are going to have a number pattern challenge. I am going show a number pattern on the board and you are going to figure out what number comes next in the pattern." TW present number patterns that class has been struggling with on the chart paper (2's, 5's 10's 1's or skip counting). Missing number should alternate from beginning of the pattern and end of the pattern. TW display one number pattern at a time and student will write missing number. SW hold up their board to present the missing number.	U5 L1	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity.	I can use subtraction to find the difference	Guided Exploration	We can count back to show subtraction	Student Practice Book OMO: 1-6	U5 L1 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	10/18		Number Patterns: White Board Challenge TW give each student a white board, an eraser, and a marker. TW have a row/group challenge chart set up to keep track of which row/group earns the most points. "Today we are going to have a number pattern challenge. I am going show a number pattern on the board and you are going to figure out what number comes next in the pattern." TW present number patterns that class has been struggling with on the chart paper (2's, 5's 10's 1's or skip counting). Missing number should alternate from beginning of the pattern and end of the pattern. TW display one number pattern at a time and student will write missing number. SW hold up their board to present the missing number.	U5 L2	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can count back on a number line to help me subtract	Guided Exploration	We can count back on a number line to show subtraction	Student Practice Book OMO: 1-8	U5 L2 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	M	10/21		Number of the Day: 12 Build the number using tens sticks. How many tens are in the number? How many ones are in the number? What is the value of the digit in the tens place? What is the value of the digit in the ones place? Give me a number greater than our magic number?	U5 L3	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can count on to subtract	Guided Exploration	We can count on from the smaller number to find the difference	Student Practice Book OMO: 1-9	U5 L3 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
9	T	10/22		Number of the Day: 15 Build the number using tens sticks. How many tens are in the number? How many ones are in the number? What is the value of the digit in the tens place? What is the value of the digit in the ones place? Give me a number greater than our magic number?	U5 L4 (Day 1)	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can make a 10 to subtract	Guided Exploration	We can make 10 to help us subtract	Student Practice Book OMO: 1-8	U5 L4 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	W	10/23		CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	SRU:Ms.Scott had 25 balloons. 8 balloons popped. How many balloons does Ms.Scott have left?	When we subtract, the result will be smaller than the starting amount New: I can count back to show subtraction Habits: -Using MOLE M- Mark Up O-Organize L- Label E- Explain	SP Worksheet		CRQ Reteach Lesson
	TH	10/24		Number of the Day 17 Build the number using tens sticks. How many tens are in the number? How many ones are in the number? What is the value of the digit in the tens place? What is the value of the digit in the ones place? Give me a number greater than our magic number?	U5 L4 (Day 2)	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can make a 10 to subtract	Activity-Based Exploration	We can make 10 to help us subtract	Use Additional Practice for this lesson		i-Ready Lesson
	F	10/25	End of Q1	Number of the Day 20 Build the number using tens sticks. How many tens are in the number? How many ones are in the number? What is the value of the digit in the tens place? What is the value of the digit in the ones place? Give me a number greater than our magic number?	Power Day : Use this time to reteach 1-2 skills KIPPsters struggled with in this unit							i-Ready Lesson
10	M	10/28		Regional PD | No school									
	T	10/29	Beginning of Q2	Number Routine: What Did You See? Go Online:Check the Reveal Website	U5 L5	MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can use near doubles to subtract	Guided Exploration	We can use soubles and near doubles to help us subtract	Student Practice Book OMO: 1-9	U5 L5 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	W	10/30		QA Reteach: Use this time to reteach the 1-2 lowest performing standards on the QA1								Spiral Review Skills based on data
	TH	10/31		Number Routine: What Did You See? Go Online:Check the Reveal Website	U5 L6	MA1.AR.2.3 Restate a subtraction problem as a missing addend problem using the relationship between addition and subtraction.	I can use addition to subtract	Guided Exploration	We can use addition to help us solve subtraction equations	Student Practice Book OMO: 1-10	U5 L6 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	F	11/1		Number Routine: Let's Count Go Online:Check the Reveal Website	U5 L7	MA1.AR.2.3 Restate a subtraction problem as a missing addend problem using the relationship between addition and subtraction. MA1.NSO.2.2 Add two whole numbers with sums from 0 to 20, and subtract using related facts with procedural reliability.	I can use fact families to help me subtract	Guided Exploration	We can use a fact triangle to make related facts	Student Practice Book OMO: 1-8	U5 L7 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
11	M	11/4		Unit 5: Math Probe #1	U5 L8 (Day 1)	MA1.AR.2.3 Determine the unknown whole number in an addition or subtraction equation, relating three whole numbers, with the unknown in any position.	I can use different strategies to help me find the unknown number in a subtraction equation	Activity Based Exploration	We can count on or count back to find the unkniwn number	Student Practice Book OMO: 1-6 (count on/back)	U5 L8 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	T	11/5	Early Release (Election Day)	Unit 5: Math Probe #2	U5 L8 (Day 2)	MA1.AR.2.3 Determine the unknown whole number in an addition or subtraction equation, relating three whole numbers, with the unknown in any position.	I can use different strategies to help me find the unknown number in a subtraction equation	Activity Based Exploration	We can make a 10 to find the unknown number	Student Practice Book OMO: 1-6 (make a 10) *Give students a blank copy of the OMO*		Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET
	W	11/6	Early Release (RCC)	CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	PPW-WU: I have 12 green grapes and 14 red grapes. How many grapes do I have altogether?	New: We can represent and solve story problems with base 10. It is more efficient to count by 10s and 1s Habits: -Using MOLE M- Mark Up O-Organize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	11/7	Early Release (RCC)	U5 L9 (Day 1)		MA1.AR.2.2 Determine and explain if equations involving addition or subtraction are true or false.	I can determine if a subtraction equation is true or false	Guided Exploration	An equaion is true when the amounts on both sides of the equal sign are the same An equation is false when the amounts on both sides of the qual sign are not the same	Student Practice Book OMO: 1-7		i-Ready Lesson
	F	11/8		Number Routine: Let's Count Go Online:Check the Reveal Website	U5 L9 (Day 2)	MA1.AR.2.2 Determine and explain if equations involving addition or subtraction are true or false.	I can determine if a subtraction equation is true or false	Guided Exploration	An equaion is true when the amounts on both sides of the equal sign are the same An equation is false when the amounts on both sides of the qual sign are not the same	Student Practice Book OMO: 8-11	U5 L9 ET	Exit Ticket Recommendations Additional Practice- Student scored 4 of 4 on ET Take Another Look- Student scored 3 of 4 on ET Small Group Intervention - Student scored 2 or fewer on ET

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12	M	11/11	NO SCHOOL									
	T	11/12		Number Routine: Where Does it Go? Go Online/Check the Reveal website	U7 L1	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve add to problems	Guided Exploration	We can solve story problems in different ways We should write ewuations that match the story problem	Student Practice Book OMO: 1-4	U7 L1 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	W	11/13		i-Ready Growth Monitoring								Cumulative Review Quiz (CRQ) Enter Data in Illuminate
	TH	11/14		Number Routine: Where Does it Go? Go Online/Check the Reveal website	U7 L2	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve add to problems	Guided Exploration	We can use what we know from the story to find the unknown number	Student Practice Book OMO: 1-4	U7 L2 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	11/15		Number Routine: What Did You See? Go Online/Check the Reveal website	U7 L3	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve put together problems	Guided Exploration	We can use what we know from the story to find the unknown number	Student Practice Book OMO: 1-4	U7 L3 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
13	M	11/18		Number Routine: What Did You See? Go Online/Check the Reveal website	U7 L4	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve put together problems	Guided Exploration	We can use what we know from the story to find the unknown number	Student Practice Book OMO: 1-4	U7 L4 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	T	11/19		Number Routine: Which Benchmark is Closest To? Go Online/Check the Reveal website	U7 L5	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can solve math problems with three addends	Guided Exploration	Story problems can have three addends	Student Practice Book OMO: 1-4	U7 L5 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	11/20		Unit 7: Math Probe		M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve story problems	Unit 7: Math Probe				Spiral Review Skills based on data
	TH	11/21		Number Routine: Which Benchmark is Closest To? Go Online/Check the Reveal website	U7 L6	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can solve math problems with three addends	Guided Exploration	Story problems can have three addends	Student Practice Book OMO: 1-4	U7 L6 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	11/22		Unit Review and Fluency Practice		M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem M.A1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity.	I will review all I learned from this unit I will practice my math fluency			Student Practice Book Unit Review: pg 281-282 Fluency Review: Pg. 285-286		Spiral Review Skills based on data
14	M	11/25	Thanksgiving Break									
	T	11/26										
	W	11/27										
	TH	11/28										
	F	11/29										
15	M	12/2		PM2- STAR READING								
	T	12/3		Number Routine: Which Benchmark is Closest To? Go Online/Check the Reveal website	U8 L1	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve take from problems	Guided Exploration	We can take away the known part from the total to find the difference	Student Practice Book OMO: 1-3	U8 L1 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	W	12/4		Counting Jar (54 objects)		N.SO.1 Develop an understanding for counting using objects in a set	I can accurately count a set of objects	It is easier to group count by 10s and 1s		CJ Recording Sheet		Cumulative Review Quiz (CRQ) Enter Data in Illuminate
	TH	12/5		PM2- STAR MATH								
	F	12/6		Number Routine: Where Does it Go? Go Online/Check the Reveal website	U8 L2	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve story problems with the unknown in any position	Guided Exploration	We can use the equation to help us solve story problems	Student Practice Book OMO: 1-3	U8 L2 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
16	M	12/9		Number Routine: Where Does it Go? Go Online/Check the Reveal website	U8 L3	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve take apart problems	Guided Exploration	We can use the equation to help us solve story problems	Student Practice Book OMO: 1-3	U8 L3 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	T	12/10		Number Routine: Where Does it Go? Go Online/Check the Reveal website	U8 L4	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve take apart problems	Guided Exploration	We can use the equation to help us solve story problems	Student Practice Book OMO: 1-3	U8 L4 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	W	12/11		CGI		M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	PPW-WU: There are 23 chickens and 12 ducks on the farm. How many animals are on the farm?	New: We can represent and solve story problems with base 10. It is more efficient to count by 10s and 1s Habits: -Using MOLE M- Mark Up O-Organize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	12/12		Number Routine: What Did You See? Go Online/Check the Reveal website	U8 L5	M.A1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve story problems	Guided Exploration	We can use the equation to help us solve story problems	Student Practice Book OMO: 1-3	U8 L5 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET

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	F	12/13		Number Routine: What Did You See? Go OnlineCheck the Reveal Website	U8 L6	MA1.AR1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve story problems	Guided Exploration	We can use the equation to help us solve story problems	Student Practice Book OMO: 1-3	U8 L6 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
17	M	12/16		Number Routine: Where Does it Go? Go OnlineCheck the Reveal Website	U8 L7	MA1.AR1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve story problems	Guided Exploration	We can use the equation to help us solve story problems	Student Practice Book OMO: 1-3	U8 L7 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	T	12/17		Unit Review and Fluency Practice		MA1.AR1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity.	I will review all I learned from this unit I will practice my math fluency			Student Practice Book Unit Review: pg 33-34 Fluency Review: Pg. 37-38		Spiral Review Skills based on data
	W	12/18		CGI		MA1.AR1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	PPW-WU: There are 16 red markers and 12 green markers in the bin. How many markers are in the bin?	New: We can count on using base 10 Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	12/19		Unit 8: Math Probe		MA1.AR1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve story problems	Unit 8: Math Probe				Spiral Review Skills based on data
	F	12/20	Early Release	Power Day: Use this time to reteach the skill(s) students struggled with the most in this unit							Teacher Created	Spiral Review Skills based on data
18	M	12/23	WINTER RECESS									
	T	12/24										
	W	12/25										
	TH	12/26										
	F	12/27										
19	M	12/30										
	T	12/31										
	W	1/1										
	TH	1/2										
	F	1/3										
20	M	1/6	Regional PD | No school									
	T	1/7		Switch Count: 10s and 1s Number Routine: Where Does it Go? Go OnlineCheck the Reveal Website	U9 L1	MA1.NSO.2.3 Identify the number that is one more, one less, ten more and ten less than a given two-digit number.	I can use mental math to find one more	Activity Based Exploration	One more means to add 1 to the given number. Its the next number you say when you count on by 1s	Student Practice Book OMO: 1-8	U9 L1 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	1/8		CGI		MA1.AR1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	PPW-WU: There are 18 sour patch kids and 15 gummy worms in the treasure chest. How many candies are in the treasure chest?	We can count on using base 10 Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	1/9		Switch Count: 10s and 1s Number Routine: Where Does it Go? Go OnlineCheck the Reveal Website	U9 L2	MA1.NSO.2.3 Identify the number that is one more, one less, ten more and ten less than a given two-digit number.	I can use mental math to find ten more	Activity Based Exploration	Ten more means to add 10 to the given number. Its the next number you say when you count on by 10s	Student Practice Book OMO: 1-8	U9 L2 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	1/10		Number Routine: Let's Count Go OnlineCheck the Reveal Website	U9 L3 (Day 1)	MA1.NSO.2.4 Explore the addition of a two-digit number and a one-digit number with sums to 100.	I can use base 10 to add 2 digit and 1 digit numbers	Activity Based Exploration	We can count on by base 10 to help us add faster	Student Practice Book OMO: 1-6		Spiral Review Skills based on data
21	M	1/13		Number Routine: Let's Count Go OnlineCheck the Reveal Website	U9 L3 (Day 2)	MA1.NSO.2.4 Explore the addition of a two-digit number and a one-digit number with sums to 100.	I can use base 10 to add 2 digit and 1 digit numbers	Activity Based Exploration	We can count on by base 10 to help us add faster	Student Practice Book OMO: 7-9	U9 L3 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	T	1/14		Power Day: Use this time to reteach the skill(s) students struggled with the most in this unit							Teacher Created	Spiral Review Skills based on data
	W	1/15		i-Ready Reading MOY								
	TH	1/16		Quarterly Assessment #2								
	F	1/17		QA Reteach Use this time to reteach the lowest 1-2 standard(s) from the QA								Spiral Review Skills based on data
22	M	1/20		MLK DAY | NO SCHOOL								
	T	1/21		QA Reteach Use this time to reteach the lowest 1-2 standard(s) from the QA								Spiral Review Skills based on data
	W	1/22		i-Ready Math MOY								
	TH	1/23		Number Routine: Let's Count Go OnlineCheck the Reveal Website	U9 L4	MA1.NSO.2.4 Explore the addition of a two-digit number and a one-digit number with sums to 100.	I can add with an open number line	Activity Based Exploration	When we add on an open number line, we can start with the bigger number and then count on	Student Practice Book OMO: 1-6	U9 L4 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	F	1/24	End of Q2	Number Routine: Let's Count Go OnlineCheck the Reveal Website	U9 L5	MA1.NSO.2.4 Explore the addition of a two-digit number and a one-digit number with sums to 100.	I can make a 10 to add on an open number line	Activity Based Exploration	When we add on an open number line, we can start with the bigger number and break apart the second addend to make a 10	Student Practice Book OMO: 1-6	U9 L5 ET	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET

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23	M	1/27	Beginning of Q3	Number Greater Than or Less Than Go Online:Check the Reveal Website	U9 L6	MA1.NSO.2.4 Explore the addition of a two-digit number and a one-digit number with sums to 100.	I can regroup to add	Activity Based Exploration	When we add, we can regroup the ones to make a ten	Student Practice Book OMO: 1-6	U9 L6 ET	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	T	1/28		Fast Facts: Adding Zero Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	Unit Review and Fluency Practice	MA1.NSO.2.3 Identify the number that is one more, one less, ten more and ten less than a given two-digit number. MA1.NSO.2.4 Explore the addition of a two-digit number and a one-digit number with sums to 100. Fluency: MA1.NSO.2.1 Recall addition facts with sums to 10 and related subtraction facts with automaticity.	I will review all I learned from this unit I will practice my math fluency			Student Practice Book Unit Review: pg 47-48 Fluency Review: Pg. 71-72		Spiral Review Skills based on data
	W	1/29		CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	Jay has 7 vegetables. Some are beans and some are carrots. How many beans and how many carrots could he have?	This can have multiple answers Habits: -Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	1/30		Number Routine: Greater Than, Less Than Go Online:Check the Reveal Website	U10 L1	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represent and solve compare problems	Guided Exploration	You can use addition or subtraction to solve compare problems	Student Practice Book OMO: 1-5	Unit 10 Exit Tickets	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	1/31		Number Routine: Greater Than, Less Than Go Online:Check the Reveal Website	U10 L2	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represnt and solve compare problems using addition	Guided Exploration	You can use addition to find how many more	Student Practice Book OMO: 1-5		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
24	M	2/3		Number Routine: Break Apart Go Online:Check the Reveal Website	U10 L3	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represnt and solve compare problems	Guided Exploration	You can add or subtract to find the lesser number	Student Practice Book OMO		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	T	2/4		Number Routine: Break Apart Go Online:Check the Reveal Website	U10 L4	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can represnt and solve compare problems	Guided Exploration	You can add or subtract to find how many more or how many fewer	Student Practice Book OMO		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	2/5	Early Release (RCC)	CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	There are 2 bins on the table. Ms. Nunes puts 4 apples in each bin. How many apples are there altogether?	Habits: -Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	2/6	Early Release (RCC)	Fast Facts: Adding Zero Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	Unit Review and Fluency Practice	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I will review all I learned from this unit I will practice my math fluency			Student Practice Book Unit Review: pg 93-94 Fluency Review: Pg. 97-98		Spiral Review Skills based on data
	F	2/7		Fast Facts: Adding Zero Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	U11 L1	MA1.NSO.2.3 Identify the number that is one more, one less, ten more and ten less than a given two-digit number.	I can mentally find one less than a given number	Guided Exploration	I can count back 1, to find one lessthan a number	Student Practice Book OMO		Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
25	M	2/10		Number Routine: Would You Rather? Go Online:Check the Reveal Website	U11 L2	MA1.NSO.2.3 Identify the number that is one more, one less, ten more and ten less than a given two-digit number.	I can mentally find ten less than a given number	Guided Exploration	I can count back by 10 , to find ten less than a number	Student Practice Book OMO	Unit 11 Exit Tickets	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	T	2/11		Number Routine: Would You Rather? Go Online:Check the Reveal Website	U11 L3	MA1.NSO.2.5 Explore subtraction of a one-digit number from a two-digit number.	I can count back on a number line to subtract	Guided Exploration	I can count back on a number line to subtract	Student Practice Book OMO		Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	W	2/12	CRQ #7	Cumulative Review Quiz (CRQ) Enter Data in Illuminate								
	TH	2/13		Number Routine: Would You Rather? Go Online:Check the Reveal Website	U11 L4	MA1.NSO.2.5 Explore subtraction of a one-digit number from a two-digit number.	I can regroup to subtract	Guided Exploration	I can regroup to subtract	Student Practice Book OMO	Unit 11 Exit Tickets	Exit Ticket Recommendations Additional Practice- Student scored 2 of 2 on ET Take Another Look- Student scored 1 of 2 on ET Small Group Intervention - Student scored 0 on ET
	F	2/14		Fast Facts: Adding Zero Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	Unit Review and Fluency Practice		I will review all I learned from this unit I will practice my math fluency			Student Practice Book Unit Review: pg Fluency Review: Pg.		Spiral Review Skills based on data
26	M	2/17	PRESIDENT'S DAY | NO SCHOOL									
	T	2/18		Number Routine: What Did You See?	U2 L1	MA1.NSO.1.1 Starting at a given number, count forward and backwards within 100 by ones. Skip count by 2s to 20 and by 5s to 100.	I can identify patterns with numbers to 100	Guided Exploration	Numbers follow a pattern when counting. The tens place stays the same. The one place go up by 1	Student Practice Book OMO: 1-5		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	2/19		Fast Facts: Adding 1 Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	Power Day Use IXL to review /reassess lowest performing standards and skills							Spiral Review Skills based on data
	TH	2/20		Number Routine: What Did You See?	U2 L2	MA1.NSO.1.1 Starting at a given number, count forward and backwards within 120 by ones. Skip count by 2s to 20 and by 5s to 100.	I can identify patterns with numbers to 120	Guided Exploration	We can use counting patterns to count on and back	Student Practice Book OMO: 1-6		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
	F	2/21		Number Routine: Would You Rather?	U2 L3	MA1.NSO.1.1 Starting at a given number, count forward and backwards within 120 by ones. Skip count by 2s to 20 and by 5s to 100.	I can identify patterns with numbers to 120 on a number line	Guided Exploration	Number lines can show counting patterns	Student Practice Book OMO: 1-6	Unit 2 Exit Tickets	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	M	2/24		Number Routine: Would You Rather?	U2 L4	MA1.NSO.1.1 Starting at a given number, count forward and backwards within 120 by ones. Skip count by 2s to 20 and by 5s to 100.	I can identify patterns when skip counting by 2s	Guided Exploration	When skip cpunting by 2s from 0, all the numbers end in 2,4,6, 8 or 0	Student Practice Book OMO: 1-7		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	T	2/25		Number Routine: Would You Rather?	U2 L5	MA1.NSO.1.1 Starting at a given number, count forward and backwards within 120 by ones. Skip count by 2s to 20 and by 5s to 100.	I can identify patterns when skip counting by 5s	Guided Exploration	When skip cpunting by 5s from 0, all the numbers end in 5 or 0	Student Practice Book OMO: 1-7		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
27	W	2/26	CRQ #8	Cumulative Review Quiz (CRQ) Enter Data in Illuminate								
	TH	2/27		Fast Facts: Adding 1 Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	Unit Review and Fluency Practice	MA1.NSO.1.1 Starting at a given number, count forward and backwards within 120 by ones. Skip count by 2s to 20 and by 5s to 100.	I will review all I learned from this unit I will practice my math fluency			Student Practice Book Unit Review: pg 55-56 Fluency Review: Pg. 59-60		Spiral Review Skills based on data
	F	2/28		Number Routine: Find the Pattern, Make a Pattern	U3 L1	MA1.NSO.1.3 Compose and decompose two-digit numbers in multiple ways using tens and ones. Demonstrate each composition or decomposition with objects, drawings and expressions or equations.	I can show and count tens	Guided Exploration	There are 10 ones in a ten stick	Student Practice Book OMO: 1-6		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
28	M	3/3		Number Routine: Find the Pattern, Make a Pattern	U3 L2	MA1.NSO.1.2 Read numbers from 0 to 100 written in standard form, expanded form and word form. Write numbers from 0 to 100 using standard form and expanded form.	I can represent tens and ones	Guided Exploration	There are 10 ones in a ten stick	Student Practice Book OMO: 1-6		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	T	3/4		Number Routine: What Did You See?	U3 L3	MA1.NSO.1.2 Read numbers from 0 to 100 written in standard form, expanded form and word form. Write numbers from 0 to 100 using standard form and expanded form.	I can represent 2 digit numbers with base ten	Guided Exploration	We can use place value and base ten to show 2 digit numbers	Student Practice Book OMO: 1-6		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	3/5		CGI		MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	Ms. Scott has 3 boxes. She puts 3 markers in each box. How many markers does Ms. Scott have?	Habits: -Using MOLE M- Mark Up O-Organize L- Label E- Explain	SP Worksheet	Unit 3 Exit Tickets	Spiral Review Skills based on data
	TH	3/6		Number Routine: What Did You See?	U3 L4	MA1.NSO.1.2 Read numbers from 0 to 100 written in standard form, expanded form and word form. Write numbers from 0 to 100 using standard form and expanded form.	I can represent 2 digit numbers in different ways	Guided Exploration	We can show 2 digit numbers in multiple ways	Student Practice Book OMO: 1-7		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	F	3/7		Fast Facts: Adding 1 Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	Power Day Reteach lowest performing standard from CRQ							Spiral Review Skills based on data
	M	3/10		Number Routine: What Did You See?	U3 L5	MA1.NSO.1.3 Compose and decompose two-digit numbers in multiple ways using tens and ones. Demonstrate each composition or decomposition with objects, drawings and expressions or equations.	I can compose and decompose 2 digit numbers using tens and ones	Guided Exploration	We can show 2 digit numbers in different ways using tens and ones	Student Practice Book OMO: 1-6		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
29	T	3/11		Number Routine: What Did You See?	U3 L6	MA1.NSO.1.3 Compose and decompose two-digit numbers in multiple ways using tens and ones. Demonstrate each composition or decomposition with objects, drawings and expressions or equations.	I can compose and decompose 2 digit numbers using equations	Guided Exploration	We can show 2 digit numbers in different ways using equations	Student Practice Book OMO: 1-6		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	3/12		Power Day Use IXL to review /reassess lowest performing standards and skills								Spiral Review Skills based on data
	TH	3/13		Quarterly Assessment #3								
	F	3/14		Fast Facts: Adding 1 Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	U3 L7	MA1.NSO.1.4 Plot, order and compare whole numbers up to 100.	I can compare and order numbers	Guided Exploraton	When we compare 2 digit numbers, we look at the tens place first and then the ones place	Student Practice Book OMO: 1-7		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	M	3/17		Fast Facts: Adding 1 Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	U3 L8	MA1.NSO.1.4 Plot, order and compare whole numbers up to 100.	I can compare and order numbers on a number line	Guided Exploraton	When comparing numbers on a number line, the number to the right is greater	Student Practice Book OMO: 1-6	Unit 3 exit Tickets	Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
30	T	3/18		Fast Facts: Minus 1 Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	U3 L9	MA1.NSO.1.4 Plot, order and compare whole numbers up to 100.	I can use symbols to compare numbers	Guided Exploraton	I can use these symbols to compare numbers, >,<, and =	Student Practice Book OMO: 1-10		Exit Ticket Recommendations Additional Practice- Student scored 3 of 3 on ET Take Another Look- Student scored 2 of 3 on ET Small Group Intervention - Student scored 1 or fewer on ET
	W	3/19		Fast Facts: Minus 1 Worksheet in the Fast Facts tab 1. Set timer for 1 mins 2. KIPPsters complete as many as they can in 1 min	Unit Review Fluency Practice	MA1.NSO.1.2 Read numbers from 0 to 100 written in standard form, expanded form and word form. Write numbers from 0 to 100 using standard form and expanded form.	I will review all I learned from this unit I will practice my math fluency			Student Practice Book Unit Review: pg 101-102 Fluency Review: Pg. 105-106		Spiral Review Skills based on data

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
	TH	3/20		QA Reteach Use this time to reteach the lowest 1-2 standard(s) from the QA								Spiral Review Skills based on data
	F	3/21	Ending of Q3	QA Reteach Use this time to reteach the lowest 1-2 standard(s) from the QA								Spiral Review Skills based on data
31	M	3/24	Spring Break									
	T	3/25										
	W	3/26										
	TH	3/27										
	F	3/28										
32	M	3/31	Regional PD | No school									
				TEST PREP								
	T	4/1	Beginning of Q4	Number Routine	U12 L1	MA1.M1.2 Compare and order the length of up to three objects using direct and indirect comparison.	We will be able to compare and order the length of objects	Guided Exploration	We can compare objects from shortest to longest or from longest to shortest	Student Practice Book OMO:	Unit 12 ET	Use data to pull small groups Leverage IXL as a tool to reteach/ review concepts taught this year There are materials aligned to STAR Weekly Quiz Dates 4/2 4/9 4/16 4/23 4/30 5/7
	W	4/2		Power Day- Test Prep Use IXL to review /reassess lowest performing standards and skills								
	TH	4/3		Number Routine	U12 L2	MA1.M1.1 Estimate the length of an object to the nearest inch. Measure the length of an object to the nearest inch or centimeter.	We can measure lengths to the nearest inch	Guided Exploration	We can use an inch ruler to measure objects in inches	Student Practice Book OMO:	Unit 12 ET	
	F	4/4		Number Routine	U12 L3	MA1.M1.1 Estimate the length of an object to the nearest inch. Measure the length of an object to the nearest inch or centimeter.	We can estimate length in inches	Guided Exploration	We can estimate to find out about how many inches an object is	Student Practice Book OMO:	Unit 12 ET	
33	M	4/7		Number Routine	U12 L4	MA1.M1.1 Estimate the length of an object to the nearest inch. Measure the length of an object to the nearest inch or centimeter.	We can measure lengths to the nearest centimeter	Guided Exploration	We can use a centimeter ruler to measure objects in centimeters	Student Practice Book OMO:	Unit 12 ET	
	T	4/8		Number Routine	U12 L5	MA1.M1.2 Compare and order the length of up to three objects using direct and indirect comparison.	We can use a ruler to measure the length of two objects	Guided Exploration	We can compare the lengths of objects by measuring each	Student Practice Book OMO:	Unit 12 ET	
	W	4/9	Early Release (RCC)	Power Day- Test Prep Use IXL to review /reassess lowest performing standards and skills								
	TH	4/10	Early Release (RCC)	Number Routine	U12 L6	MA1.M.21 Using analog and digital clocks, tell and write time in hours and half-hours.	We can tell and write time to the hour	Guided Exploration	Analog clocks and digital clocks help us tell time	Student Practice Book OMO:	Unit 12 ET	
	F	4/11		Number Routine	U12 L7	MA1.M.21 Using analog and digital clocks, tell and write time in hours and half-hours.	We can tell and write time to the half hour	Guided Exploration	Analog clocks and digital clocks help us tell time	Student Practice Book OMO:	Unit 12 ET	
34	M	4/14		Number Routine	U12 L8	MA1.M.22 Identify pennies, nickels, dimes and quarters, and express their values using the ¢ symbol. State how many of each coin equal a dollar. MA1.M.23 Find the value of combinations of pennies, nickels and dimes up to one dollar, and the value of combinations of one, five and ten dollar bills up to $100. Use the ¢ and $ symbols appropriately.	We can identify coins and find their value	Guided Exploration	Each coin has a value. We can skip count to find the how much money we have	Student Practice Book OMO:	Unit 12 ET	
	T	4/15		Number Routine	U12 L9	MA1.M.23 Find the value of combinations of pennies, nickels and dimes up to one dollar, and the value of combinations of one, five and ten dollar bills up to $100. Use the ¢ and $ symbols appropriately.	We can find the value of a set od coins	Guided Exploration	Skip counting can help us find the value of a set of coins	Student Practice Book OMO:	Unit 12 ET	
	W	4/16		TEST PREP QUIZ Use the Assessment Wiki to access the test. KIPPsters will take this on Illuminate								
	TH	4/17		Power Day- Test Prep Use IXL to review /reassess lowest performing standards and skills								
	F	4/18		Regional PD | No school								
35	M	4/21		Number Routine	U12 L10	MA1.M.23 Find the value of combinations of pennies, nickels and dimes up to one dollar, and the value of combinations of one, five and ten dollar bills up to $100. Use the ¢ and $ symbols appropriately.	I can find the value of a set of bills	Guided Exploration	Dolla cills have values. We can skip count to find how much dollars we have	Student Practice Book OMO:	Unit 12 ET	
	T	4/22		Power Day- Test Prep Use IXL to review /reassess lowest performing standards and skills								
	W	4/23		TEST PREP QUIZ Use the Assessment Wiki to access the test. KIPPsters will take this on Illuminate								
	TH	4/24		Number Routine	U13 L1	MA1.DR.11 Collect data into categories and represent the results using tally marks or pictographs.	We can collect and represent data using tally marks	Guided Exploration	A table can use tallies to show how many objects are in each category	Student Practice Book OMO:	Unit 13 ET	
	F	4/25		Number Routine	U13 L2	MA1.DR.11 Collect data into categories and represent the results using tally marks or pictographs.	We can collect and represent data using pictographs	Guided Exploration	A pictograph uses pictures to show data	Student Practice Book OMO:		
	M	4/28		Number Routine	U13 L3	MA1.DR.12 Interpret data represented with tally marks or pictographs by calculating the total number of data points and comparing the totals of different categories.	We can interpret the data shown in a table	Guided Exploration	We can use the data in tables to answer questions	Student Practice Book OMO:		
	T	4/29		**TEST PREP QUIZ** Use the Assessment Wiki to access the test. KIPPsters will take this on Illuminate								

FIRST GRADE - MATH

Week	Day	Date	Events + Assessments	Math Meeting	Unit # Lesson # Slides	Standard Focus	Lesson Objectives	Develop the Math	Key Points/ Habits	Independent Practice (On My Own)	Exit Ticket	Math Intervention
36	W	4/30		Number Routine	U13 L4	MA1.DR1.2 Interpret data represented with tally marks or pictographs by calculating the total number of data points and comparing the totals of different categories.	We can solve problems about data	Guided Exploration	We can use the data in pictographs to answer questions	Student Practice Book OMO:		
	TH	5/1		Power Day- Test Prep Use IXL to review /reassess lowest performing standards and skills								
	F	5/2		Number Routine	U14 L1	MA1.FR.1.1 Partition circles and rectangles into two and four equal-sized parts. Name the parts of the whole using appropriate language including halves or fourths.	We can tell if the parts of a shape are equal	Guided Exploration	A whole shape can be cut into equal parts. Equal pars means the parts are the same size and shape	Student Practice Book OMO:	Unit 14 ET	
37	M	5/5		PM 3-STAR MATH								
	T	5/6		Power Day- Test Prep Use IXL to review /reassess lowest performing standards and skills								Use IXL for Test Prep
	W	5/7		Power Day- Test Prep Use IXL to review /reassess lowest performing standards and skills								
	TH	5/8		PM 3-STAR READING								
	F	5/9		Number Routine	U14 L2	MA1.FR.1.1 Partition circles and rectangles into two and four equal-sized parts. Name the parts of the whole using appropriate language including halves or fourths.	We can partition shapes into halves	Guided Exploration	A half is 2 equl parts	Student Practice Book OMO:	Unit 14 ET	Spiral Review Skills based on data
38	M	5/12		Number Routine	U14 L3	MA1.FR.1.1 Partition circles and rectangles into two and four equal-sized parts. Name the parts of the whole using appropriate language including halves or fourths.	We can partition shapes into fourths	Guided Exploration	A fourth is 4 equal parts	Student Practice Book OMO:	Unit 14 ET	Spiral Review Skills based on data
	T	5/13		Number Routine	U14 L4	MA1.FR.1.1 Partition circles and rectangles into two and four equal-sized parts. Name the parts of the whole using appropriate language including halves or fourths.	We can describe a whole	Guided Exploration	A whole with 2 equal parts has 2 halves. A whole with 4 equal parts had=s 4 fourths	Student Practice Book OMO:	Unit 14 ET	Spiral Review Skills based on data
	W	5/14		PM 3-i-Ready MATH								
	TH	5/15		Fast Facts	CGI	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	Lily picked 28 apples in the morning and 15 apples in the afternoonHow many apples did she pick in total?.	Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	F	5/16		Fast Facts	CGI	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	Ethan has 46 toy cars. He gives 23 cars to his friendHow many toy cars does he have left?.	Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
39	M	5/19		PM 3-i-Ready READING								
	T	5/20		Fast Facts	CGI	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	There are 50 swings at the playground. 22 kids are swinging on them. How many swings are empty?	Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	W	5/21		Fast Facts	CGI	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	On a farm, there are 4 cows. Each cow has 4 legsHow many legs do all the cows have in total?.	Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	TH	5/22		Fast Facts	CGI	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	Lily has 5 baskets of apples. Each basket holds 3 apples. How man apples does Lily have in all?	Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
	F	5/23		Fast Facts	CGI	MA1.AR.1.2 Solve addition and subtraction real-world problems using objects, drawings or equations to represent the problem	I can use my strategies to solve math problems	A classroom has 6 rows of chairs. Each row has 5 chairs. How many chairs are i the classroom?	Habits: ·Using MOLE M- Mark Up O-Oganize L- Label E- Explain	SP Worksheet		Spiral Review Skills based on data
40	M	5/26	MEMORIAL DAY	NO SCHOOL								
	T	5/27		EOY Project								
	W	5/28										
	TH	5/29										
	F	5/30										
41	M	6/2		Power Day								
	T	6/3										
	W	6/4	Early Release (RCC)									
	TH	6/5	Early Release (RCC)									
	F	6/6	Ending of Q4									

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
A	W	8/14	Orientation half day							
	TH	8/15	Orientation half day		1	RF.2.3a RF.2.3e RF.2.4a,b RL.2.1		I can review sound/spellings: /a/ > 'a', /i/ > 'i', /p/ > 'p', /b/ > 'b', /t/ > 't', and /d/ > 'd'. I can read and spell words with /a/ > 'a' and /i/ > 'i'. I can spell dictated words with /a/ > 'a'. I can identify key details in the text	1.1	- the letter 'a' is used to spell and write /a/ in English words. - when we say a vowel sound, we open our mouth, letting the air "go." -/p/ is a consonant sound -when we say a consonant sound, parts of our mouth touch or are closed, blocking or "stopping" some of the air. -you can make a new word by changing, taking away, or adding a single letter/sound unit. - the title provides an idea of what the story is about -cabin—n., a small house, built in a simple or rough way -offer—n., an idea or item that you present to be accepted or refused - to answer questions of about a test you need to look back at the text and reading aloud to try to find the answer.
	F	8/16	Orientation half day		2	RF.2.3a,e RF.2.4a,b RL.2.1 RL.2.3		I can blend, segment, and spell words with /a/ > 'a', /e/ > 'e', /o/ > 'o', and /u/ > 'u'. I can spell words with /i/ > 'i'. I can identify key details in the text.	2.1	- the sounds /e/ and /u/ are made with the mouth open. - to pronounce /e/, open your mouth wide and make the /e/ sound by pushing the sound out from the back of your throat - To make the /u/ sound, open your mouth and teeth just a little and push out the sound from the back of your throat. - /e/ is spelled as the letter 'e' in written words. -campsite—n., the place you set up your tent when you go camping -legend—n., a story that has been told for a long time; many people know the story but it can't be proven true
B	M	8/19			3	RF.2.3a,e L.2.2d		I can segment, blend, and spell words with /a/ > 'a', /e/ > 'e', /i/ > 'i', /o/ > 'o', and /u/ > 'u I can identify key details in the text.	3.2	- you can make a new word by changing, taking away, or adding a single phoneme/grapheme or letter/sound unit. -the title provides an idea of what the story is about. -cliff—n., a high, steep surface of rock -bone—n., the hard parts inside of a person or animal -expert—n., someone who knows a lot about a specific thing
	T	8/20			4	RF.2.3a,e L.2.2d RF.2.4a,b RL.2.1		I can segment, blend, and spell words with /th/ > 'th', /th/ > th', /ng/ > 'ng', /sh/ > 'sh', and /ch/ > 'ch' and short vowel sounds. I can identify key details in the text.	4.1	-two letters are used to spell one sound, such as 'ng', 'sh', 'ch', or 'th', it is called a digraph or vowel team. - 'th' has two sounds; the voiced digraph 'th' > /th/ and the unvoiced digraph 'th' > /th/ - there is a buzz because the /th/ sound is a voiced sound -there is no buzz because this 'th' sound is unvoiced. -Air passes through the mouth, but there is no vibration in the throat, so it is an unvoiced sound. -you can make a new word by changing, taking away, or adding a single phoneme/grapheme or letter/sound unit. -while spelled with two letters, a digraph represents only one sound -the title provides an idea of what the story is about. -college—n., a school you go to after high school, usually for four years -raptor—n., short for Velociraptor, a meat-eating dinosaur that walked on two legs. Large birds like hawks and eagles are also called raptors because they hunt prey for food. -reptile—n., a type of animal that includes dinosaurs, snakes, and lizards; reptiles have scales and lay eggs
	W	8/21	i-Ready Reading BOY		i-Ready Reading BOY				i-Ready Reading BOY	
	TH	8/22			5	RF.2.3a,e L.2.2d RF.2.4a,b RL.2.1		I can segment, blend, and spell words with /ng/ > 'ng' and short vowels. I can spell words with /u/ > 'u'.	5.2	- q' and 'u' combine to make the /qu/ sound. The /qu/ sound is the same as /k/ and /w/ put together -you can make a new word by changing, taking away, or adding a single phoneme/grapheme or letter/sound unit -scraped—v., removed from a surface by rubbing with something sharp or rough -site—n., a place where something happens or where something will be built -plaster—n., a paste made of sand, lime, and water that becomes hard when it dries -crane—n., a machine with a tall arm that can move up and down or around in a circle to lift and move heavy objects -lab—n., a place where a scientist or doctor works; short for laboratory
	F	8/23			11	RF.2.3f RF.2.3a,d RF.2.4a–c RL.2.1 RL.2.3		I can read the Tricky Words the, he, she, we, be, and me. I can identify key details in the text. I can segment, blend, and spell short vowel words, and the Tricky Word she		- the letter 'e' is pronounced as a /a/ or as /ee/. -the letter 'h' is pronounced /h/. Tricky: the letter 'e' is pronounced /ee/ instead of /e/. -Tricky Words she, we, be, and me, explaining that the first spelling in each word is read just as one would expect and the second spelling is tricky in the same way in all of the words. -the English double letter spelling 'll' makes the /l/ sound. -den—n., a comfortable, cozy room used for reading, watching TV, and other enjoyable activities -drifted—v., carried away by wind or water -sprang—v., jumped up
	M	8/26			12	RF.2.3f RF.2.3a,d L.2.2 RF.2.4a–c L.2.4a RL.2.1 RF.2.4c RL.2.2 RL.2.7	word why once he be the we said she	I can read the Tricky Words was, of, and a I can blend double consonant lettersound I can organize key events	12.1	- 'was' the letter 'w' is pronounced /w/ and the letter 's' is pronounced /z/. Tricky: the letter 'a' is pronounced /u/. - 'of' the letter 'o' is pronounced /u/ and the letter 'f' is pronounced /v/ -'a' the letter 'a' is pronounced like /u/. - 'ss' The mouth is partially open with lips pulled back at the corners and teeth barely touching. - touch their throat to feel the vibration of the voiced 'zz' > /z/ in the vocal chords. -first letter of the first word in a sentence is capitalized -nugget—n., a small, bite-sized piece of food -nugget canalso describe a lump of something, such as gold,or a nugget of wisdom, which is a small piece of good advice.

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
1	T	8/27		Unit 1	13	RF.2.3a,d L.2.2d RF.2.4a, b RL.2.2 RL.2.3		I can blend the sounds to put the two syllables together I can read CVC and CVCC words.	13.1	- double-letter consonants at the end of words, sometimes in the middle -A syllable has one, and only one, vowel sound. - This means a word has as many syllables as it has vowel sounds. For example, a word with one vowel sound has one syllable, and a word with two vowel sounds has two syllables. - to decode two syllable words you need to read the words by blending the sounds in the first syllable, then blending the sounds in the second syllable, and then putting the two syllables together. - –ing is added, the root word will change and follow a common spelling pattern for many consonant sounds - one-syllable words with a short vowel sound and a single consonant ending change to a double-letter spelling at the end when the suffix (ending) –ing is added.
	W	8/28	i-Ready Math BOY		i-Ready Math BOY			i-Ready Math BOY		
	TH	8/29			14	RF.2.3f RF.2.4a,b RL.2.1 RL.2.2 RL.2.3		I can read the Tricky Words do, to, down, and how I can read and write words with the spelling 'g' where 'g' > /j/ or /g/. I can identify key details in the text.	14.1	-In 'do' Tricky: the letter 'o' is pronounced /oo/. - In 'to' the letter 'o' is pronounced /oo/. -'down' the letters 'ow' are pronounced /ou/. -'how' the letters 'ow' are pronounced /ou/. - Down and how are both tricky in the same way. They both have the /ou/ spelled 'ow' pattern -'g' can be pronounced /g/. -'g' is a "tricky spelling" because it can also be pronounced as /j/.
	F	8/30			15 Spelling Assessment	RF.2.3a,e,f; L.2.2d		I can spell words with short vowel patterns and the Tricky Word she I can read words with the tricky spelling 'c' > /k/ or /s/. I can write words with 'c' > /k/ and 'c' > /s/. I can read with accuracy, rate, and expression.	15.1	-'c' can be pronounced /k/ -'c' is a tricky spelling because it can also be pronounced as /s -'c' is often pronounced /s/ when it is followed by the letters 'e' or 'i', as in words like cent and citrus. -A fluent reader reads with expression and observes all punctuation marks.
2	M	9/2	LABOR DAY		LABOR DAY					
	T	9/3			16	RF.2.3a,e,f RF.2.4a–c RL.2.1 RF.2.3d,e L.2.2d		I can write words where /n/ > 'kn', /r/ > 'wr', /w/ > 'wh', and /qu/ > 'qu'.	16.1	- the spelling 'kn' is pronounced /n/ -When we see the letters 'k' and 'n' side by side like this, we recognize they make up a single spelling and we say /n/ -ham—n., smoked meat from the back leg of a pig -quilt—n., a thick blanket made by sewing small pieces of fabric together -tug—v., to pull in a strong way -yank—v., to pull or take out suddenly
	W	9/4			ELA CRQ1					ELA CRQ1
	TH	9/5			17	L.2.2d RF.2.3a,e,f L.2.1f RF.2.4a RL.2.1; RL.2.2 RL.2.3		I can read word with sounds /j/ and /v/ I can read the Tricky Words what, where, why, and from I can edit sentences to have proper capitalization and punctuation I can identify key details in the text	17.1	- 'what' the letter 'a' is pronounced as the /u/ sound.. -'where' the letters 'e_e' are pronounced /ae/. -'why' the letter 'y' is pronounced /ie/. -'from' the letter 'o' is pronounced /u/. -A comma in a sentence means to take a tiny break when reading. -a comma never comes at the beginning or end of a sentence but always somewhere within the sentence. -lenses—n., clear pieces of glass or plastic used in glasses and other tools to change the way things look -glinted—v., gave off flashes of bright light -quick as a flash—to do something very quickly
	F	9/6			18	RF.2.3f L.2.2d L.2.1f RF.2.4a,b RL.2.1 RL.2.3 RL.2.7 L.2.4a		I can read the Tricky Words once, one, and two. I can read words with the sounds /s/ and /ch/ I can edit sentences to have proper capitalization and punctuation I can identify key details in the text	18.1	- 'once' there is a /w/ sound that does not seem to be marked by any letter and the letter 'o' is pronounced /u/. - 'one' there is a /w/ sound that does not seem to be marked by any spelling, and the spelling 'o_e' is pronounced /u/. - 'two' the letter 'w' is not pronounced and the letter 'o' is pronounced /oo/. -period, end of sentence; question mark, end of a sentence that is a question; exclamation point, end of a sentence that is read with excitement - start the first word of a sentence with a capital letter. -shed—n., a small, simple building where things are stored -hung—v., attached to something with no support from below -swung—v., moved backward and forward around a point -lap—v., to get food or drink into the mouth using the tongue - use key details from the text to answer inferential questions
3	M	9/9			19	RF.2.3a,d,e, f L.2.1d RF.2.4a–c RL.2.1 RL.2.2 RL.2.3 RL.2.5		I can read words with the past-tense marker –ed, will identify that 'ed' > /e/ + /d/, /d/, and /t I can sequence of events in the story.	19.1	-the letters 'ed' are added to the end of a verb. The –ed suffix is called the "past tense marker" or the "past tense ending." -The letters 'ed' may be pronounced the expected way: /e/ + /d/ -The letters 'ed' may be pronounced as /d/ -The letters 'ed' may be pronounced as /t/ -when they see the past tense marker 'ed' at the end of a verb, they should say one of these three pronunciations. - a fluent reader can read with expression and does not have to frequently stop to sound out words.
	T	9/10	STAR ELA		STAR ELA					STAR ELA
	W	9/11	Make Up Testing		Make Up Testing					Make Up Testing
	TH	9/12	STAR MATH		STAR Math					STAR Math

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
	F	9/13			20 Spelling Assessment	RF.2.3a,e,f L.2.2d	from there how one says what of	I can spell words with the suffix –ing, double consonant spellings, and the Tricky Word how I can read and write words with 's' > /s/ and 's' > /z/.	20.2	-'s' can be pronounced /s/. -'s' is a tricky spelling because it can also be pronounced /z/. -we often find 's' pronounced /z/ at the end of words. -buzzy (voiced) /z/ rather than unvoiced /s/.
4	M	9/16			21	RF.2.3a,d–f RF.2.4a–c RL.2.1 L.2.2d		I can read the Tricky Words could, should, and would. I can answer questions about key details in the text. I can spell words with /ng/ > 'ng', /ng/ > 'n', and the Tricky Word should.	21.1	-'could' the letters 'oul' are pronounced /oo/. -should and would are tricky in exactly the same way as could. -plank—n., a long, thick board -gash—n., a long, often deep, cut - the spelling 'n' sounds like /ng/. -/ng/ is sometimes spelled 'ng'. -/ng/ is also sometimes spelled 'n' when followed by 'k
	T	9/17			1	RF.2.3f RF.2.3a L.2.2d RF.2.4a,b RL.2.1		I can read the Tricky Words I, you, your, and street. I can read and write words containing /ae/ > 'a_e' and /ie/ > 'i_e', I can identify the main characters, setting, and plot I can read and write words with the inflectional ending and suffix –ed.	1.1	-the 'a' and the 'e' when separated, they work together to stand for the /ae/ sound. This kind of spelling is called a separated digraph. - 'I' the letter 'I' is pronounced /ie/, and it is always capitalized. -'you' the letters 'ou' are pronounced /oo/. -'your' the letters 'our' are pronounced /or/. - 'street' the letters 'ee' are pronounced /ee/ - table of contents contains The title of each story and the page on which each story begins. -drapes—n., another word for curtains -glinting—v., a small flash of light -slumped—v., fell down slightly -pitch black—complete darkness, no light -The plot is the problem and the events in the story. -The setting is where the story takes place. -Characters are the important people or animals in the story.
	W	9/18			ELA CRQ2					ELA CRQ2
	TH	9/19			2	L.2.2c,d RF.2.3a,b,c RL.2.1 RL.2.5		I can read and write words containing /oe/ > 'o_e' and /ue/ > 'u_e' I can add magic 'e' to the ends of words with short-vowels to form words with /ue/ > 'u_e', /oe/ > 'o_e', /ae/ > 'a_e', and /ie/ > 'i_e'. I can read words with /oe/ > 'o_e' and /ue/ > 'u_e' I can read the Tricky Words my, by, and have I can answer questions about key details in the text.	2.1	-a contraction is a new word made up of two words in which some letters are replaced by an apostrophe. -'o_e' they work together to stand for the /oe/ sound. The spelling 'o_e' is a separated digraph. -two letters work together to stand for the /ae/ sound. -'my' the letter 'y' is pronounced /ie/. -'by' the letter 'y' is pronounced /ie/ (just as it is in my). - 'have' the letters 'a_e' are pronounced /a/, not /ae/. -lass—n., another word for a girl -slop—n., leftover food scraps fed to pigs -fumed—v., showed anger or frustration -one step at a time—slow down, take your time
	F	9/20			3	L.2.1f RF.2.3.a RF.2.4b,c RL.2.1 RL.2.2 RL.2.5 W.2.3 L.2.1f		I can read words with /e/ > 'ee,' /ee/ > 'ea,' and /ee/ > 'e_e. I can write four sentences describing what the character learned at the end	3.1	- 'ea' is another way to spell the /ee/ sound. -they work together to stand for the /ee/ sound. The spelling 'e_e' is a separated digraph. -piglet —a small pig -slop —food scraps eaten by pigs -plump — rounded, fat
	M	9/23			4	L.2.2c RF.2.3f RF.2.4a,b RL.2.1 RL.2.5 W.2.3		I can idetnify the words in a contraction I can read the Tricky Words all and who I know quotation marks are used for dialogue in text, and will write quotation marks around dialogue in written sentences. I can answer questions about key details in the text.	4.1	- a contraction is a new word in which an apostrophe stands for some letters that have been dropped. -'all' the letter 'a' is pronounced /aw/ (rather than /a/) - 'who' The letters 'wh' are pronounced /h/. The letter 'o' is pronounced /oo/ (as in the Tricky Words do and to). -In a story when people are speaking we call this dialogue - quotation marks are used to show someone is speaking -speech bubbles are used to show the words a person says or said. - the comma tells us to pause and the comma comes before the quotation marks - the end punctuation is inside of the quotation marks. -the first letter of the sentence and first word in quotation marks is also capitalized. - Quotation marks show the reader exactly what a person has said during a conversation or dialogue -A trickster tale is a story about a character who outsmarts larger, stronger characters. -West—n., during the settlement of the United States, the region west of the Appalachian Mountains was known as the West -like the wind—very fast and easily -drifted off to sleep—to slowly fall asleep

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
5	T	9/24		Unit 2	5	RF.2.3a,d,f L.2.2d RF.2.4a,b RL.2.1 RL.2.5	would down could was should where do	I can spell the Tricky Word you and words with the inflectional ending –ed. I can decode words with 'oo' > /oo/ or /oo/ I can answer questions about key details in the text.	5.2	- the letters 'oo' work together, as a digraph or letter team, to stand for one sound in soon, the /oo/ sound. -It is similar, but it is not the same; /oo/ is made with the lips tightly pursed, and /oo/ is not. -the letters 'oo' work together, as a digraph, or letter team, to stand for one sound in book, the /oo/ sound. - the spelling 'oo' can stand either for the /oo/ sound in soon or the /oo/ sound in book. - 'no' the letter 'o' is pronounced /oe/ (like the letter name) rather than /o/ -'go' the letter 'o' is pronounced /oe/ (just like the 'o' in no). - 'so' the letter 'o' is pronounced /oe/ (just like the 'o' in no). -stunned—v., shocked, surprised -hitched up—pulled up with a sudden movement -solid as a rock—very hard
	W	9/25			G2 Power Day_ Blending Words with Variable Vowel Teams.pdf			G2 Power Day_ Blending Words with Variable Vowel Teams.pdf		
	TH	9/26			6	RF.2.3d,f W.2.3		I can read the Tricky Words are, were, some. I can use a graphic organizer I can add the inflectional ending –ing to the ends of root words, dropping the final 'e' where necessary	6.1	- 'are' pronounced /ar/. - 'were' the letters 'e' 'r' 'e' are pronounced /er/ (unlike here, there, and where) - 'some' the spelling 'o_e' is pronounced /u/, not /oe/. - before you begin writing, you have to think about the topic and brainstorm ideas. This is called planning, or making a plan. -the second step on the graphic: draft; the next part of the process is to start writing ideas on paper. This is called drafting, or making a draft. - the last part of the writing process is to reread the draft and fix any mistakes. This is called editing. -the elements of a story—title, characters, setting, and plot. - quotation marks to set off the exact words a person is saying. - the plot can be divided into the beginning, middle, and end. -the –ing form of a verb is used to show that an action is happening right now (present tense).
	F	9/27			7	RF.2.3a		I can use the sound/spellings /ou/ > 'ou' and /ou/ > 'ow', I can write a draft retelling using dialogue and proper punctuation	6.1	-vowel sounds are the parts of words emphasized when we sing. -s now that the story has been planned, the next step is to write a draft of it. -the starting sentence of the story should introduce the characters and the setting, specifying where and when it takes place. -temporal words to describe the sequence of events (first, next, then, last, etc.). - each paragraph is indented; indent by placing your pointer (index) finger down and beginning to write the first sentence -the sentence starts with a capital letter and ends with a punctuation mark -when writers write more than a few sentences, they divide their writing into sections called paragraphs. - the ending sentence of the story should wrap up the story and let the reader know the story is finished. - Fable; A good way to end this retelling of the story is to include a moral: "Take one step at a time."
	M	9/30			8	RF.2.3a L.2.2d W.2.3 W.2.5		I can read and write words with /oi/ > 'oi', /ou/ > 'ou', /oo/ > 'oo', and /ie/ > 'i_e'.	8.1	-when they see the letters 'o' and 'i' side by side, they should recognize that these letters are working together as a digraph, or letter team, and say the sound /oi/. -the third step in writing: edit. -editing is what we do when we take a draft and try to make it better. -both 'ou' and 'ow' can be used to spell /ou/ -authors often want to share their writing with other people; to share the edited draft, it will have to be copied onto a clean piece of paper or entered into a digital version using a computer or tablet or other word processing device incorporating all of the changes made on the draft.
	T	10/1			9	RF.2.4a L.2.2.c RL.2.1 RL.2.2 RL.2.5 W.2.3 L.2.1f		I can read with purpose and understanding I can answer questions about key details	9.1	-quotation marks are used to show exactly what a person has said - when characters talk to one another; this is called dialogue. - When there is a dialogue between characters in a story, quotation marks are used to show what each character has said. - when dialogue comes at the beginning of a sentence, it should end with a comma followed by the end quotation marks. - hedgehogs are small animals with spines (or spikes) all over their bodies. Hedgehogs have short legs and will roll into a tight ball if they feel they are in danger. -Hares are like rabbits. Hares are also known as jackrabbits. - a trickster tale, one character is usually clever and tricks another character - the hedgehog, an animal with short legs, and the hare, a very fast animal with long legs. - brag—v., to talk about your strengths to the point of being annoying -stumps—n., the short part of the trunk left after a tree is cut down -out of your wits—a saying used to imply that an idea is ridiculous -need to refer back to the text to answer the questions
6	W	10/2			ELA CRQ3				ELA CRQ3	

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
	TH	10/3			10 Spelling Test	L.2.2d RF.2.3a,f RF.2.4a,b RL.2.1 RL.2.5 W.2.3 L.2.1f		I can read and write words with the inflectional ending–ing, and the Tricky Word were I can read the Tricky Words they and their. I can read words with /er/ > 'er' I can answer questions about key details in the text	10.2	- 'they' the letters 'ey' are pronounced /ae/. - 'their' the letters 'e' 'i' are pronounced /e/ -the letter 'r' is a spelling for consonant sound /r/, but the sound /r/ can mingle with certain vowel sounds to create unique vowel sounds like /er/. -We know /er/ is a vowel sound because adding it to a word adds a syllable: steep > steeper. -outlined—v., told the main ideas about something -stern—adj., harsh -puckered—v., folded or pinched, as in lips on the lookout—to watch for someone or something
	F	10/4			11	RF.2.3a L.2.2c		I can use commas and quotation marks in written text I can use an apostrophe to form contractions and will write the Tricky Word their	11.1	-the letter 'r' is a spelling for the consonant sound /r/, but the sound /r/ can mingle with certain vowel sounds to create unique vowel sounds like /or/. -the letter 'r' is a spelling for the consonant sound /r/, but the sound /r/ can mingle with certain vowel sounds to create unique vowel sounds like /ar/. -Quotation marks show the reader exactly what a person has said during a conversation or dialogue. - sentences begin with a capital letter -when dialogue ends with a question mark or exclamation point, no comma is needed after the quotation marks. -we can contract (make smaller) two words by combining them together and leaving out a letter. -two words into a contraction, it is becomes it's. The apostrophe replaces the letter 'i' in the word is -s it's can also stand for the words it has; In this case the apostrophe replaces the letters 'h' and 'a' in has - 'that os' becomes 'that's' The apostrophe replaces the letter 'i' in the word is.
7	M	10/7			12	W.2.1 W.2.3 RL.2.1 RL.2.5 RF.2.4	always around because these their before upon	I can use a planning template to write a draft book report I will write three or four sentences explaining how they can tell the story is fiction!	12.1	-the first thing they need to write on the draft is the title -the first sentences of the book report should introduce the main character(s) and the setting (specifying where and when it took place). -They should also share the genre of the story
	T	10/8			13	W.2.1 W.2.5 RL.2.1 RL.2.2 RL.2.5 RF.2.4 L.2.5b		I can edit and improve a draft I can answer questions about key details in the text and sequence events I can define antonym and produce antonym	13.2	-editing is what we do when we work to make a draft better. Editing Checklist: • Cross out punctuation mistakes and write the correct punctuation mark above the wrong one. • Cross out capitalization mistakes and write the correct uppercase/ lowercase letter above the wrong one. • Write a carat (^) where a word or punctuation mark needs to be inserted. Write the word or punctuation mark above the carat. • Correct spelling mistakes if students notice or question them. You should accept phonemically possible spellings for spellings students have not yet learned. • If the draft contains dialogue, discuss how it has to be marked with quotation marks and make corrections if necessary. -snorted—v., breathed loudly through its nose -squinted—v., almost closed its eyes to see something better -by and by—after a while -make it out—to see or hear something well -at the top of (his) lungs—as loud as he could -Antonyms are words that are opposite in meaning.
	W	10/9			G2 Power Day_ Blending Words with Vowel Diphthongs .pdf			G2 Power Day_ Blending Words with Vowel Diphthongs .pdf		
	TH	10/10			14	RF.2.3a L.2.5b W.2.1 W.2.5 W.2.6		I can say my vowel sounds I can identify antonyms	14.1	-Antonyms are words that are opposite in meaning.
	F	1011			15 Spelling Assessment	RF.2.3a L.2.2c,d RL.2.2 RF.2.4a RL.2.1 W.2.1		I can spell contractions and the Tricky Word their. I can answer questions about key details in the text I can describing events in a text I can create a draft about my favorite tale	15.2	-there is a character that plays a trick in a story, it is called a trickster tale. -This is also a fable because the story has a moral, or lesson, to be learned. -panther—n., a big, black wildca -trust—v., to believe in someone -mouth of the cave—the opening of the cave -when they are writing an opinion piece they should state their opinion, give reasons for their opinion, and provide a conclusion for their thoughts
	M	10/14			QA1 ELA			LIT QA1		
	T	10/15								
	W	10/16			G2 Power Day_ Blending...			G2 Power Day_ Blending Two-Syllable Words with Long and Short Vowels.pdf		

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
8	TH	10/17			1	RF.2.3a,b,f RF.2.4a RL.2.1 L.2.2e		I can sort words with the /a/ sound/spellings and words with /ae/ sound/ I can answer questions about key details in the text I can spelling words with /er/ > 'er', /or/ > 'or', /ar/ > 'ar', and the Tricky Word some	n/a	- the long vowel sound /ae/, as in bake -Odd ducks are Tricky Words, and like Tricky Words -the long vowel /ae/ sound can be spelled in several different ways -Excel means to work hard to do something very well -many magazines are composed of nonfiction, or informational articles, meaning the stories report real-life occurrences -realistic fiction- fictional (made-up), but the stories are realistic - Publishers are the people in charge of printing magazines and books - there is a beginning greeting (salutation), the body of the letter (the main points), and the signature (written name) line. -jot—v., to write something down quickly -inspires—v., produces a positive feeling and/or sets a good example -effect—n., the result of something
	F	10/18			2	RF.2.3a,c RF.2.4a RL.2.1		I can distinguish between the /a/ and /ae/ sounds I can read words with /ae/ > 'ai' and 'ay' I can answer questions about the key details in the text I can identify words in the text with /ae/ and /a/ sound/spellings	2.1	-the sound /ae/; the words either have the spellings 'ai', 'ay', or 'a_e'. - /ae/ spelling is 'ay' as in day., 'ai' as in pain, 'a_e' as in mate - the spelling 'ai' is not used at the end of any words - 'ay' this spelling (unlike 'ai') tends to be at the end of the word (or syllable, as in playing; It does not tend to be at the beginning of the word or in the middle. It is most commonly a word-ender. -Excel means to work hard and do something very well -ding—n., a word used for a ringing bell -runner-up—n., a competitor who comes in second place in a competition -dark horse—an idiom to describe a little-known competitor who surprises others by doing well
9	M	10/21			3	RF.2.3b,c RF.2.4a RL.2.1	Review Q1 Sight Words	I can compare and contrast words with 'a' > /a/ and words with 'a' > /ae/ I can segment, blend, and spell words with /ae/ > 'ai,' 'ay', 'a_e' I can answer questions about key details in the text	3.1	-/ae/ sound: can be spelled 'ai' and 'ay' -when the letter 'a' comes at the end of a syllable, it represents the /ae/ sound -words with the long /ae/ sound spelled as 'a' are two-syllable words with the 'a' spelling at the end of the first syllable. -winced—v., made a face as if in pain -slipup—n., a mistake -fine form—peak performance -took a shot—gave a try, did your best -a good sport—someone who has good manners in a competition
	T	10/22			4	RF.2.3a,b,c,e RF.2.4a RL.2.1		I can read words with /ae/ > 'a_e', 'ai', 'ay', and 'a' I can segment words with tricky spelling 'a' into syllables	4.1	-the long /ae/ versus the short /a/ sound (i.e., 'a' is pronounced /ae/ at the end of the syllable and /a/ if there are consonants on either side) -if the 'a' has a consonant on either side, it represents the /a/ sound; if it comes at the end of a syllable, it represents the /ae/ sound - when we say someone was born to do something, like spelling, it means they were always naturally good at it -hot shot—someone who is very skilled at doing something -the narrator, the person who tells the story
	W	10/23			QA1 Review					QA1 Review
	TH	10/24			5	RF.2.3a,b,f L.2.2d RF.2.4a		I can spell and write words with the sound/spellings /er/ > 'er', /ar/ > 'ar', /or/ > 'or', and the Tricky Word some I can read words with/ae/ > 'ai', 'ay', 'a_e', and 'a	5.1	-the long /ae/ versus the short /a/ sound (i.e., 'a' is pronounced /ae/ at the end of the syllable and /a/ if there are consonants on either side) -if the 'a' has a consonant on either side, it represents the /a/ sound; if it comes at the end of a syllable, it represents the /ae/ sound - when we say someone was born to do something, like spelling, it means they were always naturally good at it -hot shot—someone who is very skilled at doing something -the narrator, the person who tells the story
	F	10/25	End of Q1		6	RF.2.3a,b RF.2.4a RL.2.1 L.2.2e		I can sorted words with /oe/ > 'o_e', 'o', 'oe', and 'oa' I can read words with /ae/ sound/ I can answer questions about key details in the text I can spell words with tricky spellings 'c' > /k/ and /s/, and 'g' > /g/ and /j/ and the Tricky Word are	6.1	- /o/ sound as in hop; the /o/ sound is spelled only one way: every word with the /o/ sound is spelled with 'o' -the /oe/ sound, as in open, spelled 'o_e' -there are other ways to write the /oe/ sound: 'o_e', 'o', 'oe', and 'oa' -champ—n., short for champion -'c' can sound like /k/ as in cap or /s/ as in cent; 'g' can sound like /g/ as in get or /j/ as in gel
	M	10/28	Regional PD | No school		Regional PD | No school					
	T	10/29	Beginning of Q2		7	RF.2.3c RF.2.3b RF.2.4a L.2.1		Students will segment, blend, and spell words with /oe/ > 'oa' and 'o_e.' [RF.2.3b]	7.1	- 'oa' as in boat - 'oe' as in toe - e the 'oe' spelling, and point out the 'oe' spelling usually comes at the end of the word - n the sound /oe/; they either have the spelling 'oa', 'oe', or 'o_e'
	W	10/30								

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
10	TH	10/31			8	RF.2.3a,b,c RF.2.4a RL.2.	been does best both buy call don't	Students will hear and distinguish between oral words with the /o/ and /oe/ sounds. [RF.2.3a,b] Students will read one- and two-syllable words with the tricky spelling 'o' > /oe/ and will compare these words with words featuring 'o' > /o/. [RF.2.3b; RF.2.3c]	8.1	- another spelling for the /oe/ sound, the spelling 'o' - the letter 'o' can be used to represent the /oe/ sound and the /o/ sound - So the 'o' can be a tricky spelling - when the letter 'o' comes at the end of a syllable, it represents the /oe/ sound - the letter 'o' represents the /oe/ sound because the 'o' comes at the end of a syllable - meet—n., an event where athletes compete against each other - sprints—n., short distances in which speed is the main goal - free—n., short for freestyle, a traditional swim stroke - laps—n., the distance from one end of the pool to the other
	F	11/1			9	RF.2.3a,b,c,e		Students will read one- and two-syllable words with /oe/ > 'oa', 'oe', 'o_e', and 'o'. [RF.2.3a,b]	9.1	- O|vals is pronounced /oe/ /vulz/ with the /oe/ sound - It is pronounced /ov/ /ulz/ with the short vowel /o/ sound because the 'o' is followed by a consonant - the long 'o' versus the short 'o' sound (i.e., 'o' is pronounced as /oe/ at the end of a syllable and as /o/ if it is followed by a consonant) - seeing the letter 'o' in a word creates a "tug-of-war," with each of the /o/ and /oe/ sounds pulling on it. When reading, students need to practice breaking words into chunks, trying out each sound, and then choosing the sound that makes sense. - lane—n., the way a pool is divided lengthwise - training—n., a process used to learn a skill or prepare for competition - taper—v., to gradually do less of something - no gain without pain—it takes hard work to succeed
11	M	11/4			10 skip the spelling test	L.2.2d RF.2.3a, b RF.2.4a RL.2.1		Students will read "Kim's Training" with purpose and understanding, and will answer literal and evaluative questions about key details in the text. [RF.2.4a; RL.2.1]	10.1	- sprinters—n., athletes who specialize in sprints, or short distance races - start—n., the beginning of a race - starting blocks—n., the place where athletes push or jump off to begin a race - strokes—n., a series of arm movements in and out of the water - take your marks—to get into the starting position at the beginning of a race - like a cat—to move in a fast, smooth, yet quiet way, as a cat would (
	T	11/5	Early Release (Election Day)		G2 Decoding Words with Variable Vowel Teams.pdf					G2 CRQ4.pdf
	W	11/6	Early Release (RCC)		CRQ4					G2 CRQ4.pdf
	TH	11/7	Early Release (RCC)							
	F	11/8		Unit 3	11	RF.2.3a,b,d,e RF.2.4a L.2.4a RL.2.1		Students will read words with /ie/ > 'i_e', 'i', and 'ie', and will add the words to the /ie/ Spelling Tree. [RF.2.3a,b]	11.1	- /ie/ sound, as in tie - stands—n., rows of raised seats where fans sit to watch a competition or show - deck—n., a flat surface for sitting and relaxing - coasting—v., moving effortlessly - trailing—v., behind someone in a competition - flipped—v., changed direction when reaching the end of the pool to swim back to the other end of the pool - bad case of the nerves—a feeling of being nervous or worried - shot off—took off quickly - closing in—getting closer to
12	M	11/11								
	T	11/12			12	RF.2.3a,c RF.2.4a L.2.1		Students will distinguish between common and proper nouns in word pairs, and will identify both types of nouns in short written sentences. [RF.2.4a; L.2.1]	12.1	- when the 'i' is followed by a consonant on either side within a syllable, it will be read with the /i/ sound; when the 'i' comes at the end of a syllable, it will be read with the /ie/ sound - a noun is a word that names a person, place, or thing - Bill is a specific noun because it tells exactly which boy we are talking about. Bill is a proper noun and must begin with a capital letter, but boy is a common noun so it begins with a lowercase letter
	W	11/13			13	RF.2.3a,b,c RF.2.4a, b RL.2.1		Students will identify and decode one- and two-syllable words with long and short vowel sounds. [RF.2.3c] Students will identify and spell one- and two-syllable words with /ie/ > 'i_e', 'ie', 'i'. [RF.2.3a, b]	13.3	- 'i' can be a spelling for /i/ or /ie/ - when a spelling can be pronounced more than one way, we call it a tricky spelling - Pi|lot is pronounced as /pie/ /lit/, with the /ie/ sound in the first syllable - if the 'i' is surrounded by consonants, it represents the /i/ sound; if it comes at the end of a syllable, it represents the /ie/ sound - when they see an unfamiliar word with the 'i' spelling, they should try pronouncing the 'i' as /i/ because /i/ is the most frequent pronunciation of 'i'; if it does not sound right or does not make sense in context, they should try /ie/
	TH	11/14			14	L.2.3 L.2.1 L.2.2 RF.2.4a RL.2.1 RL.2.2		Students will apply correct capitalization to the first word in a sentence, proper nouns, and I, and will also add correct punctuation to the end of a sentence. [L.2.1; L.2.2] Students will read "The Soccer Twins, Part I" with purpose and understanding, and will answer literal and inferential questions about key details in the text. [RF.2.4a; RL.2.1; RL.2.2]	14.1	- capitalize any proper nouns and place the correct punctuation in the sentence - the pronoun I is always capitalized - wing—n., a soccer player who plays near the net and takes shots on the goal - passing—v., kicking the ball to another teammate - shots—n., kicks toward the goal to try and score - mitts—n., gloves used to protect the hands of baseball catchers and soccer goalies - goalkeeper—n., the player who guards the soccer goal; also called the keeper or the goalie - racked up—got a lot of something
	F	11/15			15	RF.2.3b,c,d,e L.2.2 L.2.3	found first fast gave goes	Students will convert singular nouns to plural nouns by identifying consistent spelling patterns for words ending in 'sh', 'ch', 's', and 'x'. [L.2.3; RF.2.3d]	15.1	- when a noun names more than one of something it is called a plural noun. Plural means there are two or more of something - the –s in plural nouns is not always pronounced /s/

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
13	M	11/18			16	RF.2.3a,b,c RF.2.4a RL.2.1 L.2.5	its made	Students will provide words with the /ue/ sounds, and will read words with. /ue/ > 'u_e', 'ue', and 'u'. [RF.2.3a,b] Students will read "The Soccer Twins, Part II" with purpose and understanding, and will answer literal, inferential, and evaluative questions about key details in the text. [RF.2.4a; RL.2.1]	16.1	- the /ue/ sound, as in music - /ue/ > 'u_e' /ue/ > 'ue' /ue/ > 'u' - goal—n., the line in the net that soccer players try to kick the ball past to score - tie—n., when both teams have the same number of points - block (two) shots—to prevent the ball from going past the goal line - out of bounds—outside of the field of play - antonyms—words that are opposites - Synonyms are words that mean almost the same thing, like hot and warm
	T	11/19			17	RF.2.3a,b,d L.2.5 L.2.3		Students will read one- and two-syllable words with /ue/ > 'u_e', 'u', and 'ue.' [RF.2.3a,b]	17.1	- 'u_e' are working together as a digraph, or letter team, and say the sound /ue/ - Pu|pil is pronounced /pue/ /pil/, with the /ue/ sound - when they see an unfamiliar word with the 'u' spelling, they should try pronouncing the 'u' as /u/ because /u/ is the most frequent pronunciation of 'u'; if that does not sound right or does not make sense in context, they should try /ue/ - a singular noun is names one thing - a plural noun is names more than one thing
	W	11/20			CRC5					CRC5
	TH	11/21			18	RF.2.3a, b RF.2.4a RL.2.1		Students will read "Jump!" in pairs with purpose and understanding, will answer written multiple-choice and short-answer questions about the story, and will answer oral literal and evaluative questions about key details in the text. [RF.2.4a; RL.2.1]	18.3	- /aw/ > 'au' /aw/ > 'aw' - draws—v., gets closer to someone or something - nailed—v., did something perfectly - muffed—v., made a mistake - dusk—n., the time right before the sun sets when it begins to get dark out
	F	11/22			19	RF.2.3a,b RF.2.4a RL.2.1 L.2.1e L.2.5b		Students will discriminate the /a/, /ae/, and /aw/ sounds in spoken words. [RF.2.3a,b]	19.1	- /ae/ as in plate, /a/ as in pat
14	M	11/25	Thanksgiving Break		Thanksgiving Break					
	T	11/26								
	W	11/27								
	TH	11/28								
	F	11/29								
15	M	12/2			20	RF.2.3a,b L.2.2 RF.2.4a RL.2.1	many off or pull read right answer	Students will read one- and two-syllable words with the sound/spelling /aw/ > 'augh', and will add words to the /aw/ Spelling Tree that feature /aw/ > 'aw', 'au', and 'augh'. [RF.2.3b]	20.1	- two spellings for the /aw/ sound, 'aw' and 'au' - when they see the letters 'augh', they should recognize these letters are working together as a digraph, or letter team, and we say the sound /aw/
	T	12/3			21	RF.2.3a,b RF.2.4a W.2.3		Students will follow along as the teacher reads the personal narrative "The Big Storm," will read a Five Ws graphic explaining the elements of a good personal narrative, and will fill out a story map summarizing the story. [RF.2.4a; W.2.3]	21.1	- a personal narrative is a story that describes something that really happened to the author - Nonfiction tells about something that really happened. It is not a made-up or imaginary story. - the five "W" questions: • Who? Who are the characters in the story? • What? What is the plot of the story? (the beginning, middle, and end) • When? When did the story take place? (e.g., early morning, during the winter, last year, or in 2016) (thus identifies the setting) • Where? Where does the story take place? (this further identifies the setting) • Why? Why did the main character do whatever it was that they did? - the narrator is the person who tells the story. the narrator is the "I" character in the personal narrative
	W	12/4			G2 Decoding Words with Open and Closed Syllables.pdf			G2 Decoding Words with Open and Closed Syllables.pdf		
	TH	12/5			22	RF.2.4a L.2.1 L.2.3 W.2.3		Students will use a planning template and the Five Ws graphic to plan a personal narrative as a class, and will orally provide ideas to transform the information in the chart into complete sentences. [W.2.3]	22.1	- clap is an action word and we have a special word to describe this type of word (action words are called verbs) - a personal narrative is like a fictional story; Both have the same elements: title, setting, characters, plot - a personal narrative is usually written with an "I" character as the narrator, with the narrator describing what they did - the title should give the reader a sense of what the main event was - the writing process: plan, draft, edit - the first sentence of the personal narrative should introduce the narrator and other important characters and also identify the setting (specifying where and when the event took place
	F	12/6			23	RF.2.3a,b L.2.1 L.2.3 W.2.3		Students will complete a planning template for their personal narrative, will reference the Five Ws graphic to confirm that they have answered all the questions (who, what, where, when, why) in completing the planning template, and will write a draft of their personal narrative. [W.2.3]	23.1	- the first step in the writing process is to make a plan - the first thing students need to do is pick an event that actually happened to them they would like to describe in their personal narrative
	M	12/9			PM 2 ELA					PM 2 ELA
	T	12/10	PM 2 ELA		24	W.2.3 W.2.5		Students will use an editing checklist to review their personal narratives, working in pairs to edit and revise their own as well as a peer's writing. [W.2.3; W.2.5]	24.2	- editing checklist

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
16	W	12/11			ELA CRQ6			G2 CRQ6 .pdf		
	TH	12/12	PM 2 MATH		PM 2 MATH			PM 2 MATH		
	F	12/13			1	RF.2.3a,b,e,f L.2.2d		Students will read and spell words with the sound/spellings /aw/ > 'aw' and 'au', and /oi/ > 'oi' and 'oy.' [RF.2.3a,b; L.2.2d]	1.2	- the letter 'r' is a spelling for a consonant sound, but the sound /r/ can mingle with certain vowel sounds, to create unique vowel sounds like /er/ - two other spellings for the /er/ sound: 'ir' and 'ur' - the sound /aw/ as in paw - y the sound /oi/ as in oil - 'aw' > /aw/ 'au' > /aw/ 'oi' > /oi/ 'oy' > /oi/ 'oo' > /oo/
17	M	12/16			2	L.2.1 RF.2.3e RF.2.4a	Review Sight Words	Students will independently read the story "Morning" with purpose and understanding and will answer oral literal and evaluative questions about key details in the text. [RL.2.1; RF.2.4a]	2.1	- a noun names a person, place, or thing. - A proper noun names a specific or particular person, place, or thing and is written with a capital letter. - A common noun does not name a specific person, place, or thing and is not written with a capital letter - When people are interviewing for jobs, they typically wear formal clothing to show they are taking the interview seriously - New York City is made up of specific parts called boroughs. There are five boroughs in New York City: Manhattan, Brooklyn, Queens, the Bronx, and Staten Island. - college—n., a school of higher learning people may attend after finishing high school - cash—n., money - wailed—v., cried out - slacks—n., a pair of long pants - fare card—n., a card used to pay for riding public transportation, such as a subway or a bus - keep your chin up—be positive; have a good attitude.
	T	12/17			3	RF.2.3d,f,e L.2.1b RF.2.4a RL.2.1		Students will learn the sound/spelling /i/ > 'y, and will read one- and two-syllable words with /i/ > 'y', and /i/ > 'i'. [RF.2.3f]	3.1	- when the letter 'y' occurs at the beginning of a word or syllable, it represents the /y/ sound - When the letter 'y' occurs in the middle of a word, it often represents the vowel sound /i/, not the consonant sound /y/ - might think people would be pronounced /p/ /e/ /o/ /p/ /l/ /e/, but in fact it is pronounced /p/ /ee/ /p/ /u/ /l/ - might think walk would be pronounced /w/ /a/ /l/ /k/, but in fact it is pronounced /w/ /o/ /k/ - might think grownup would be pronounced /gr/ /ow/ /n/ /u/ /p/, but in fact it is pronounced /gr/ /oe/ /n/ /u/ /p/ - part-time job—n., a job that is worked less than forty hours a week - hesitated—v., paused before doing something
	W	12/18			G2 Decoding Words with Common Prefixes and Suffixes.pdf			G2 Decoding Words with Common Prefixes and Suffixes.pdf		
	TH	12/19			4	RF.2.4a L.2.1 RF.2.3b,c RF.2.4 RL.2.1 W.2.3 L.2.1f		Students will read simple decodable phrases, identify the action verbs, and demonstrate understanding by acting out the phrases. [RF.2.4a; L.2.1]	4.1	- the letter 'i' is pronounced as /ie/ when it comes at the end of a syllable - when they are not sure where or how to divide a multisyllable word with 'i' into syllables, they should try pronouncing the 'i' as either /ie/, as in the open-syllable words listed previously, or /i/, as in the - when 'i' is used as a spelling for /ie/, it is used in multisyllable words - there are a few one-syllable words with the /ie/ sound that are spelled with the letter 'i' - drummers—n., people who play drums - steel drums—n., drums that make a tinny sound as they are struck - bongo drums—n., little drums held between the knees and struck with the hands - sound systems—n., equipment that plays music, such as a car radio - soaking up—enjoying - take a shot—to try something - jumped at the chance—quickly agreed and accepted
	F	12/20	Early Release		5	RF.2.3b,c,e L.2.2d RF.2.4a RL.2.1		Students will read words with /ie/ > 'igh' and will use those words and their understanding of synonyms and antonyms to complete fill-in-the-blank sentences. [RF.2.3e]	5.1	- 'i' is used as a spelling for /ie/ in more words than 'i_e', which is used as a spelling for /ie/ in more words than 'igh', which is used as a spelling for /ie/ in more words than 'ie'. - dorm room—n., a room in a dormitory, where college students live - shifting—v., changing position or direction - odd—adj., strange or unusual - har har har—n., a laughing sound - the man's face fell—to quickly go from smiling to not smiling - the job opening was filled—someone was already hired for the job
18	M	12/23	WINTER RECESS		WINTER RECESS					
	T	12/24								
	W	12/25								
	TH	12/26								
	F	12/27								
19	M	12/30								
	T	12/31								
	W	1/1								
	TH	1/2								
	F	1/3								
	M	1/6	Regional PD | No school		Regional PD | No school					

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
20	T	1/7		Unit 4	6	RF.2.3e L.2.2d RF.2.4a RL.2.1 RL.2.5	tell their these those us use very	Students will read words with 'y' > /ie/, /i/, and /y/. [RF.2.3e] Students will recognize that 'y' can also make the /ie/ sound and identify words with 'y' as /ie/. [RF.2.3e]	6.1	- the letter 'y' can represent: the consonant sound /y/ and the vowel sound /i/ - the spelling 'y' can represent is /ie/ as in try - to change a singular noun to a plural noun by adding either 's' or 'es' - to change these singular nouns to plural nouns by changing the 'y' to 'i' and then adding –es - To change the singular noun, one firefly, to a plural noun, two fireflies, you need to change the 'y' to 'i'. After you do that, you can add the ending –es. - bad timing—n., to arrive after a desired action has happened - strengthen—v., to make strong - curls—n., a way of lifting weights for exercise - man of steel—a man who is very strong and has hard muscles - get in shape—to make your body stronger and healthy
	W	1/8			G2 Decoding Words with Silent Letter Combinations.pdf			G2 Decoding Words with Silent Letter Combinations.pdf		
	TH	1/9			7	RF.2.3c L.2.1b RF.2.4a RL.2.1 RL.2.2 RL.2.5 L.2.2c		Students will write the correct singular or irregularly formed plural nouns in fill-in-the-blank sentences and will indicate whether printed words are singular or plural. [RF.2.3c; L.2.1b] Students will read "The Corner Market" with purpose and understanding and will answer literal and inferential questions about key details in the text. [RF.2.4a; RL.2.1; RL.2.2; RL.2.5]	7.1	- sometimes, it is not possible to create the plural form by simply adding –s, –es, or –ies to words. Sometimes the entire word and its spelling change in the plural form - accent—n., the way a person might pronounce the sounds and words slightly differently because they may have learned that language as a second language instead of learning it from birth from members of their family - shrug—n., the motion of raising one's shoulders (as if you don't know or are asking a question) - gelato—n., an Italian version of ice cream; this is an Italian word pronounced /j/ /e/ /l/ * /o/ /t/ * /oe/ - a winner never quits and a quitter never wins—if you want to succeed at something, don't give up; keep trying - 's is often used in writing to show ownership or that something belongs to somebody - The first noun with the apostrophe–'s' is the name of a person (Dwight's); the second noun is a thing (Lights)
	F	1/10			8	RF.2.4c L.2.1d RF.2.3a,c RL.2.1 RL.2.2 RL.2.5 RF.2.4a W.2.3 RL.2.1 RL.2.5		Students will answer who and what questions to show their understanding of key details in "The Diner." [RL.2.1; RL.2.5]	8.1	- in multisyllable words, the letter 'o' is pronounced as /oe/ when it comes at the end of a syllable - to divide a multisyllable word with 'o' into syllables, they should try pronouncing the 'o' as either /oe/, as in the open-syllable words previously listed, or /o - most of the time when 'o' is used as a spelling for /oe/, it is used in multisyllable words - there are a few one-syllable words with the /oe/ sound spelled with the letter 'o' - in words ending with the spelling 'old', the 'o' is read as /oe/ instead of /o/ - /ie/ > 'igh' /ie/ > 'i_e' /ie/ > 'i' - diner—n., a restaurant usually open until late in the night. Diners serve different types of food, including breakfast at all hours and American foods like hamburgers and hot dogs - booths—n., tables in a restaurant with two long seats - waitress—n., a woman who works at a restaurant, taking food orders and bringing the food to customers (A man who works at a restaurant is a waiter)
21	M	1/13			9	L.2.2a RF.2.3a,c RL.2.1 RL.2.2 RL.2.5 RF.2.4		Students will read one- and two-syllable words containing 'ow' > /oe/ and 'ow' > /ou/. [RF.2.3a,c]	9.1	- a noun is a person, place, or thing - a verb is an action word telling something somebody is doing, did, or will do - a new spelling for the /oe/ sound: 'ow' - the spelling 'ow' can also stand for /ou/ in the middle of words - Times Square—n., a busy area of Manhattan consisting of shops and theaters - East River—n., a river running through New York City - platform—n., a raised area where patrons wait for the subway or train - left a tip—gave money beyond what is required to pay for a meal to a waitress for their service
	T	1/14			10	RF.2.3e L.2.2d L.2.1a,b RL.2.1 RL.2.2 RL.2.5 RF.2.4a		Students will spell dictated words featuring r-controlled vowel patterns and the Tricky Word all. [RF.2.3e; L.2.2d] Students will write regular and irregular plural nouns. [L.2.1a,b]	10.1	- in order to create the plural of a noun that ends in the letter 'f', we change the 'f' to 'v' and then add 'es - many times when a word ends in 'f' or 'fe', it is necessary to change the 'f' or 'fe' to 'v' or 've', then add the –s or –es suffix
	W	1/15	i-Ready Reading MOY		i-Ready Reading MOY			i-Ready Reading MOY		
	TH	1/16			ELA QA2			G2 QA2.pdf		
	F	1/17								
	M	1/20	MLK DAY | NO SCHOOL		MLK DAY | NO SCHOOL			MLK DAY | NO SCHOOL		

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
22	T	1/21			11	RF.2.3a,c,f RF.2.4a,b RL.2.1 RL.2.5 L.2.2d		Students will read and spell words with /oe/ > 'ow' and /ow/ > 'ow,' as well as the Tricky Word your. [RF.2.3f; L.2.2d]		- the letter 'e' can sometimes be used to represent the long vowel /ee/ sound - the 'e' stands for /e/, the 'e' is followed by a consonant - the letter 'e' is a tricky spelling because it can represent more than one sound - when the letter 'e' comes at the end of a word or syllable, it represents the /ee/ sound - when the letter 'e' comes at the end of a word or syllable, it represents the /ee/ sound - the 'e' is followed by a consonant and represents the /e/ sound - jabbed—v., punched, poked, or thrusted abruptly - loans—n., things people borrow for a certain amount of time that they will give back, such as money - looked sharp—looked dressed up and nice - the 'ow' spelling can represent the /oe/ sound, especially when this sound occurs at the end of words
	W	1/22	i-Ready Math MOY		i-Ready Math MOY			i-Ready Math MOY		
	TH	1/23			15 *Skip writing portion*	RF.2.3e; L.2.2d RF.2.4b,c; RL.2.1; RL.2.		Students will spell dictated words with 'ow' > /ou/, 'ow' > /oe/, and the Tricky Word your. [RF.2.3e; L.2.2d] Students will read "The Daydream" with purpose and understanding, will close-read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing difficult passages from the text, and will write four to five sentences describing the plot of the story. [RF.2.4b,c; RL.2.1; RL.2.5]	15.2	Spelling Assessment - strike—n., when a baseball player does not hit the ball and cannot move forward on the bases - fly ball—n., when a ball goes high into the air - home run—n., a ball that is hit so far that the player can run around all of the bases in one turn to score a run - This is the life!—to say it's a good way to be living - play-by-play—to say out loud what someone sees happening at that moment, especially in sports - two out in the ninth inning—Two players have struck out (not moved around the bases) in the final inning of the game - down by two runs—A baseball team needs two more runs to even the score - They don't like the call.—the fans do not like the umpire's decision about the play - It's out of here!—when the player hits the baseball so far it cannot be caught - the bee's knees—meaning something is really great
	F	1/24	End of Q2		16	RF.2.4a; RL.2.1; RL.2.5 L.2.2d RF.2.3a,c	wash which your wish work would write	Students will partner read "The Florist" with purpose and understanding and will answer literal and inferential questions about key details of the text. [RF.2.4a; RL.2.1; RL.2.5] Students will read and spell words with /ee/ > 'e_e', /ee/ > 'ee', /ee/ > 'e', /ee/ > 'ea', and the Tricky Word people. [L.2.2d; RF.2.3a,c]	n/a	- the word florist means a person who arranges flowers into bouquets - The letters 'ui' are tricky and unexpected because they stand for the /i/ sound - underground—adv., below the street - skyscraper—n., a tall building - throngs—n., big groups of people - larkspur and aster—n., types of flowers - bright—adj., smart - ringing up people—adding up people's purchases at a cash register - lifelong dream—something someone has wanted for a long time
23	M	1/27	Beginning of Q3		17	RF.2.3b,c RF.2.3a; L.2.2d RL.2.1; RL.2.2; RL.2.5; RF.2.4a		Students will discriminate between the /ee/ and /e/ sounds, as well as between the /oe/, /o/, and /ou/ sounds and /ie/ and /i/ sounds. [RF.2.3b,c] Students will read and spell one-syllable and two-syllable words containing /ee/ > 'y' and /ee/ > 'ey', and will complete fill-in-the-blank sentences with words with these sound/spellings. [RF.2.3a; L.2.2d] Students will read "The Bakery" with purpose and understanding, and will closely read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing difficult passages from the text. [RL.2.1; RL.2.2; RL.2.5; RF.2.4a]	17.1 17.2	- when there is more than one syllable there will be more than one vowel sound - cranberry—n., a small, red, round fruit that tastes tart or sour - recipe—n., the ingredients and instructions used to make food - no fear of high places—does not feel afraid of being high in the air - made his tummy thunder—made him feel hungry
	T	1/28			18	RF.2.3a RF.2.3d; L.2.2d RL.2.1; RL.2.5; RL.2.2; RF.2.4		Students will read and spell one- and two-syllable words with 'y' > /y/, /ie/, /i/, and /ee/, and will write the words in sorted columns based on sound/spellings. [RF.2.3a] Students will write the inflectional ending –s and –es to singular nouns to form plural nouns, and will change 'y' to 'i' when adding –es to the ends of nouns and verbs. [RF.2.3d; L.2.2d] Students will partner read "Keeping It Up" with purpose and understanding, and will answer literal questions about key details in the text. [RL.2.1; RL.2.5; RL.2.2; RF.2.4]	18.1 18.2	- the spelling 'y': /y/, /ie/,/i/, and /ee/ - singular nouns ending in 'y' follow the same spelling rule: change the 'y' to 'i' and add –es. - the spelling rule about the need to change 'y' to 'i' and then add –es, whenever the letter 's' is added to a word ending in 'y' - auto shop—n., a place where cars (automobiles) are fixed - grease—n., oily or fatty matter - exclaimed—v., to yell or call out with excitement - gloomy—adj., to be sad - flopped down—v., sat down heavily - caught a whiff—smelled - after a bit—after some time has passed - get a cavity—to get a small hole in a tooth from eating too many sweets
	W	1/29			Lesson 20			Review Lesson		

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
	TH	1/30			19	RF.2.3d; L.2.1d F.2.4b,c RL.2.1 RL.2.5		Students will complete fill-in-the-blank sentences with the correct form of the present or past tense of the verb to be. [RF.2.3d; L.2.1d] Students will read "The Grocery" with purpose and understanding, and will answer literal and inferential questions about key details in the text. [RF.2.4b,c; RL.2.1; RL.2.5]	19.1	- jolly—adj., happy - cash register—n., where purchases are totaled and money is taken/given back in change - precisely—adv., exactly correct - liked the look of him—as soon as Kim saw Mr. Fremont, she thought he would be a nice person - have taken a liking to you—Mr. Fremont is beginning to think Kim will be good for the job
	F	1/31			21	RF.2.3a,b,c L.2.2d		Students will read words with /aw/ > 'a', 'au', and 'aw', and will complete fill-in-the-blank sentences with words containing these features. [RF.2.3a,b,c; L.2.2d] Students will read "Inventory" with purpose and understanding, and will answer literal questions about key details in the text. [RF.2.4b,c; RL.2.1]	21.1	- the different spellings of /aw/: 'aw', 'au', 'augh', 'al - 'al' letters are working together as a digraph, or letter team, and say the sound /aw/ - quantity—n., a number representing how many there are of something, such as cans - hush!—v., be quiet! - yapping—v., talking loudly and continuously - golly—a word that shows surprise - peace and quiet—silence; no interruptions - not quite as easy as it looks—it seems to be simple to do, but is actually difficult
24	M	2/3			1	RF.2.3e L.2.1e L.2.4		Students will identify the alternative sound/spelling correspondences /u/ > 'o','ou', and 'o_e', and will read and sort words with these features. [RF.2.3e] Students will identify nouns and verbs in oral sentences, and will add adjectives to describe nouns, using the terms adjective and noun to describe individual words.[L.2.1e] Students will read two-syllable words ending in –y or –ly, and the Tricky Word alphabet. [L.2.4]	n/a	- spelling alternatives for /u/: 'u', 'o', 'ou', 'o_e' - A noun names a person, place, or thing. A verb can show action. - An adjective is a word that describes a noun. - 'y' or 'ly', where the 'y' represents the /ee/ sound
	T	2/4			2	RF.2.3e,f RF.2.4a RL.2.3 RL.2.7		Students will read words with /u/ > 'o', and will sort and write words with /u/ > 'o' and 'u.' [RF.2.3e,f] Students will read "The Beginning" with purpose and understanding, and will answer literal and inferential questions about key details in the text. [RF.2.4a; RL.2.3; RL.2.7]		- the 'o' spelling for /u/ - 'o' as /o/ in box, fox, and mom - 'o' as /oe/ in no, so, and go - 'o' represents the /u/ sound - A knight is a type of soldier who lived long ago during a time called the Middle Ages. Most knights worked for kings, defending their kingdoms. - kings often honored knights who became famous for doing a great job defending kingdoms. These knights earned the title sir - knights were in charge of protecting the kingdom against its enemies, they needed weapons. They also needed to protect themselves during battles. - Lance: A long pole knights held when they fought on horseback. - • Spear: Ask students for adjectives to describe the word spear - Sword: Preview the Tricky Word sword for students, explaining that they do not pronounce the 'w' - Shield: Knights carried shields in front of their bodies for protection - the armor is made of metal - castles had thick walls to keep enemies out, and lookout towers from which guards watched for enemies of the kingdom - well-known—adj., fully or widely known - fearless—adj., without fear, brave - odd—adj., strange - faint—v., when a person passes out, falling to the ground and appearing to be asleep - absentminded—adj., forgetful - served him well—Sir Gus always did the best he could for King Alfred
	W	2/5	Early Release (RCC)		CRQ 7 ELA			CRQ 7 ELA		
	TH	2/6	Early Release (RCC)		Power day			Power day		
	F	2/7			3	RF.2.3e L.2.4a L.2.1e RF.2.4a RL.2.1	Review Week	Students will read words featuring /u/ > 'ou' and 'o_e'. [RF.2.3e] Students will complete fill-in-the-blank sentences, using syllable chunking and sentence context to determine the correct pronunciation and meaning of words. [RF.2.3e; L.2.4a] Students will identify adjectives and the nouns they describe in oral sentences. [L.2.1e] Students will read "The Thief" with purpose and understanding, and will answer literal, inferential, and evaluative questions about key details in the text. [RF.2.4a; RL.2.1]	3.1	- 'o' > /u/ (son) - two other spellings for the /u/ sound: 'o_e' and 'ou' - 'o_e' can stand for the /u/ sound as in done - 'ou' can stand for the /u/ sound as in touch - adjectives: a word that describes a noun - adjectives can be very useful words as they describe important details - adjectives also serve to make writing more descriptive and interesting to read - agony—n., intense pain or suffering - herring—n., a salty fish - summoned—v., sent for - mounted—v., climbed up onto something above the level of the ground - my lord; your majesty—respectful titles for a king - crack of dawn—very early in the morning when the sun is beginning to rise - shot off like an arrow—started quickly

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
25	M	2/10			4	L.2.4c L.2.6 RF.2.4a RL.2.3 RL.2.7 L.2.4a		Students will recognize the suffix –ous indicates a word is an adjective, and will pair adjectives with nouns. [L.2.4c; L.2.6] Students will partner read "All's Well that Ends Well," and will close read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging portions of the text. [RF.2.4a; RL.2.3; RL.2.7] Students will learn the multiple meanings of the word well and will identify when a particular use of the word is employed in "All's Well that Ends Well." [L.2.4a]	4.1	- an adjective: a part of speech describing a noun - 'ou' can sound like /ou/ or /u/ - When 'ous' occurs at the end of a word, it is sounded as /us/ - well—1. adj., everything is fine - shiver—v., to shake due to fear or the cold - ack!—an exclamation used when someone is frustrated and surprised
	T	2/11			5	L.2.2d,e RF.2.3e RF.2.4a RL.2.1 RL.2.3 W.2.1		Students will spell dictated words featuring the suffixes –y and –ly, and the Tricky Word alphabet. [L.2.2d,e] Students will read words in sorted columns with /u/ > 'o_e,' 'ou', and 'o', and will answer questions using words from the columns. [RF.2.3e] Students will read "The Hungry Troll" with purpose and understanding, and will answer literal and inferential questions about key details in the text. [RF.2.4a; RL.2.1; RL.2.3] Students will write a short-answer response expressing an opinion about the text [W.2.1]	5.1 5.4	- sire—n., a title of address used for a man of royalty - thunderous—adj., (related to thunder) an adjective describing a loud noise like thunder -troll—n., an ugly and nasty character in fairy tales who usually lives in caves or under bridges - monstrous—adj., (related to monsters) an adjective meaning something is terrible and horrifying, like a monster - loathsome—adj., highly offensive
	W	2/12			Power Day				Power Day	
	TH	2/13			6	RF.2.3b L.2.1 L.2.6		Students will read words with the vowel teams /u/ > 'ou' and 'o_e', /ee/ > 'ie' and 'ey', and/ie/ > 'i_e', 'i',and 'y'. [RF.2.3b] Students will read words with /ie/ > 'igh' and 'y', and will place the words in alphabetical order. [L.2.1] Students will identify the noun, verb, adjective, subject, and predicate in a sentence. [L.2.6]	6.1 6.2	- every sentence expresses a complete thought - In order to be a complete thought, every sentence must have two parts: a subject and a predicate - the subject includes the different parts of speech telling who or what a sentence is about - The predicate describes what the subject is or does and always includes a verb - the predicate must always contain at least one verb - the subject comes before the predicate in most English sentences, but not all of them
	F	2/14			7	RF.2.3e L.2.3 RF.2.4b, c RL.2.1 RL.2.3		Students will learn the sound/spellings /a/ > 'a' and 'e', and will read two- and three-syllable words with these features. [RF.2.3e] Students will identify the subject and predicate in sentences, and will complete fillin-the-blank sentences with a noun, a verb, and an adjective. [L.2.3] Students will reread "The Hungry Troll" with partners, will close read the story by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging passages. [RF.2.4b, c; RL.2.1; RL.2.3]	7.2	- every English word must contain a vowel sound - words containing more than one vowel sound also have more than one syllable - A word has as many syllables as it has vowel sounds - The subject of a sentence tells who is doing something and contains nouns. The subject often comes in the beginning of a sentence. - The predicate of a sentence contains the verb and tells what is happening in the sentence
26	M	2/17	PRESIDENT'S DAY | NO SCHOOL		PRESIDENT'S DAY | NO SCHOOL			PRESIDENT'S DAY | NO SCHOOL		
	T	2/18			8	RF.2.3a RF.2.3e RF.2.4a L.2.3 RL.2.1 RL.2.3 RL.2.7		Students will read short sentences with words featuring spellings for /ie/, /oe/, /e/, /ee/, and /ae/. [RF.2.3a] Students will correctly spell words featuring /a/ and /u/ sound/spellings. [RF.2.3e] Students will read "Fire!" with purpose and understanding, will write complete sentences to answer comprehension questions about key details in the text, and will list four nouns, four verbs, and four adjectives found in the story. [RF.2.4a; L.2.3; RL.2.1; RL.2.3; RL.2.7]	8.1 8.2	- prickly—adj., covered with sharp points - grove—n., a small growth of trees without underbrush - devised—v., come up with or thought of a plan - defeat—v., to beat - splendid—adj., wonderful - deed—n., a notable achievement - crackling—v., making sharp, cracking noises (like those made by burning wood) - foot of the hill—bottom of the hill
	W	2/19			CRQ 8 ELA				CRQ 8 ELA	
	TH	2/20			9	L.2.2,c RF.2.4a RL.2.3		Students will review the use of apostrophes to form contractions and to show possession. [L.2.2c] Students will understand and identify compound subjects and predicates. [L.2.2] Students will partner read "The Boat Trip" with purpose and understanding, will write a summary of the events of the story, and will match subjects with predicates based on the events in the story. [RF.2.4a; RL.2.3]	9.1 9.2	- A contraction is a new word made up of two words, with certain letters left out and an apostrophe inserted in place of the letters - In the Tricky Word water the 'a' soundslike /aw/ - utterly—adv., absolutely, completely - trust—v., believe that someone is honest and good - alarmed—v., felt nervous - symbol of his bravery—the large, red robe represents and shows everyone Sir Gus is brave - set sail—traveled by boat

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
	F	2/21		Unit 5	11	RF.2.3e RF.2.4a RL.2.7 RF.2.3e L.2.2d		Students will read and sort words with /ə/ + /l/ > 'ul,' 'al,' and 'il.' [RF.2 Reading Students will partner read "The King's Ghost" with purpose and unde and will answer literal and inferential questions about key details in th [RF.2.4a; RL.2.7] Language (Spelling) Students will read and practice spelling words with /ee/ > 'ie.' [RF.2.3e	11.1 11.2	- chief—n., a leader of a group - vengeful—adj., an adjective to describe someone who wants to punish or harm someone else - wisdom—n., accumulated knowledge - nautical—adj., an adjective describing things of the sea, such as sailors and ships - died down— came to an end - 'ie' as the /ee/ sound - 'ie' spelling for the /ee/ sound
27	M	2/24			12	RF.2.3e L.2.1a,b,d,e L.2.2a	fool trip run smart child terrible dare	Students will read words with /ə/ > 'a' and 'e,'; /ə/ +/l/ > 'al,' 'il,' and 'ul'; and /u/ > 'o', 'o_e', and 'ou.' [RF.2.3e] Students will demonstrate command of the conventions of English grammar and usage when writing or speaking. [L.2.1a,b,d,e] Students will capitalize the first letters of holidays and geographic names. [L.2.2a]	12.1 12.2	- 'a' > /ə/, 'e' > /ə/, 'al', 'il', and 'ul' > /ə/ + /l/, and the spellings 'o', 'o_e', and 'ou' for the /u/ sound. - "A Sentence Tells a Complete Thought - A sentence shares an idea, a feeling, or information. - A Sentence Starts with a Capital Letter - Always begin your sentence with a big (capital) letter. - A Sentence Ends with Punctuation - Use a period (.), a question mark (?), or an exclamation mark (!) at the end. - A Sentence Has a Subject and a VerbThe subject tells who or what, and the verb tells what they do"
	T	2/25			13	RF.2.3e RF.2.4a RL.2.1 RL.2.3		Students will read words with with / / + /l/ > 'el' and 'le'. [RF.2.3e] Students will decode two-syllable words with CVC and open vowel patterns, and two-syllable words with / / + /l/. [RF.2.3e] Students will read "The Letter" with purpose and understanding, and will answer literal and inferential questions about key details in the text. [RF.2.4a; RL.2.1; RL.2.3]	n/a	- the spellings 'ul', 'il', and 'al' for the /ə/ + /l/ sound combination - /ə/ + /l/ sound: the second spelling is 'le' as in apple - summoned—v., called to do something - dazed—v., confused - llama—n., four-legged animal related to the camel - assembly—n., a group of people gathered together - fearsome—adj., causing fear or dread - astonished—v., completely surprised
	W	2/26			Power Day					Power Day
	TH	2/27			14	RF.2.3e L.2.2a L.2.4a RF.2.4b RL.2.1 RL.2.3 RL.2.7		Students will read words with /u/, /ə/, and /ə/ + /l/ with different spelling alternatives. [RF.2.3e] Students will capitalize the names of people and places. [L.2.2a] Students will use sentence-level context as a clue to the meaning of a word or phrase. [L.2.4a] Students will partner read "The Letter," and will close read the text by answering text-dependent questions, identifying Tier 2 vocabulary and discussing challenging portions of the text. [RF.2.4b; RL.2.1; RL.2.3; RL.2.7]	14.1 14.3	- The Main Idea is What the Story is Mostly About - Think about what the whole story is trying to tell you in one or two sentences. Look for Important Details - Key details are the small pieces of information that help explain or support the main idea. Ask Questions to Find the Main Idea - Ask yourself, "What did I learn?" or "What is the most important thing in this story?"
	F	2/28			15	RF.2.4a RL.2.1 RL.2.3		Students will spell words featuring /ee/ > 'ie', and the Tricky Word water. [RF.2.3e; L.2.2d] Students will decode words with the common suffix /sh/ + /ə/ + /n/ > 'tion', and will complete fill-in-the-blank sentences with words featuring –tion. [RF.2.3d] Students will read "The Fearsome Beast" with purpose and understanding, and will answer literal and inferential questions about key details in the text. [RF.2.4a; RL.2.1; RL.2.3]	15.1 15.2	- 'e_e' and 'ey' both may make the /ee/ sound, like in the words compete and monkey - doom—n., destruction, bad fate - bandits—n., another word for robbers - bleak—adj., dreary, depressing - dismal—adj., sad and scary - swamp—n., land covered with marshy waters - carcass—n., the body of a dead animal - not eager—not wanting to do something - in spite of—not helpful or causing problems
	M	3/3			16	RF.2.3d RF.2.4a RL.2.1 RL.2.5 RF.2.3		Students will decode words with the common suffix /sh/ + /ə/ + /n/ > 'tion'. [RF.2.3d] Students will partner read "The Fearsome Beast," and will close read the text by identifying Tier 2 vocabulary, answering text-dependent questions, and discussing difficult passages in the text. [RF.2.4a; RL.2.1; RL.2.5] Students will read words with 'y' > /ee/, /i/, /ie/, and /y/. [RF.2.3]	16.1 16.2	- The Main Idea is What the Story is Mostly About - Think about what the whole story is trying to tell you in one or two sentences. Look for Important Details -Key details are the small pieces of information that help explain or support the main idea. Ask Questions to Find the Main Idea -Ask yourself, "What did I learn?" or "What is the most important thing in this story?" - the four sounds 'y' represents (/ee/, /i/, /ie/, /y/)
	T	3/4			18	L.2.1d RF.2.4a RL.2.1 RL.2.3		Students will identify the verbs in oral sentences, and will indicate whether the verbs are in the present or past tense. [L.2.1d] Students will read "The King's Birthday," and will write a summary of the characters and key events in the text. [RF.2.4a; RL.2.1; RL.2.3]	18.1 18.3	- to types of verbs: action and to be - an action verb shows what someone is doing, like sleep or swim, and to be verbs include are, am, and is in the present tense, and was and were in the past tense - The subject includes nouns, who or what the sentence is about, the predicate includes a verb that describes what the subject is or does. - feast—n., a large meal served for many guests - jousting—n., a competition between two knights on horseback who try to knock each other off their horses with their lances - sire/majesty—n., a respectful title used when speaking to kings in medieval times - boasted—v., bragged - file out—leave a place as a group
	W	3/5			Power Day					Power Day

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
28	TH	3/6			20	RF.2.3e; L.2.2d RF.2.3d W.2.3 W.2.5 RF.2.4a RL.2.7	office iron human try send table saying	Students will spell words with the Tricky Spelling 'y,' and the Tricky Word edge. [RF.2.3e; L.2.2d] Students will decode words with the common suffix –tion and will correctly alphabetize a list of words. [RF.2.3d] Students will write narratives in which they recount a short sequence of events; include details to describe actions, thoughts, and feelings; and provide a sense of closure. [W.2.3] Students will focus on a topic and strengthen writing as needed by revising and editing, with guidance and support from adults and peers. [W.2.5] Students will read "Betrayed" with purpose and understanding, and will answer written comprehension questions about key details in the text. [RF.2.4a; RL.2.7]	20.6	- doves—n., white birds that are symbols of peace - spectacle—n., something wonderful to see - cloudless—adj., without clouds (point out that –less means without) - gasped—v., took a deep breath in surprise, amusement, or fear (point out that –ed means in the past) - draped—v., covered with folds of cloth - opponent—n., a competitor or enemy - rival—n., one of at least two striving for the same prizerival—n., one of at least two striving for the same prize - blow—n., a powerful hit - knocked out—made unconscious by a blow
	F	3/7			21	RF.2.3e RF.2.4a RL.2.1 RL.2.3 RL.2.7		Students will read words with 'a' > /a/, /ae/, and /ə/. [RF.2.3e] Students will partner read "The Wizard" with purpose and understanding, and will summarize the key events of the story. [RF.2.4a; RL.2.1; RL.2.3; RL.2.7] Students will read words ending in 'le', 'el', and 'tion' and the Tricky Word schwa. [RF.2.3e; L.2.2d]	21.1 21.2	- screeched—v., made a shrill cry - dungeon—n., a dark prison, often in a medieval castle - cast a spell—to do magic by saying a combination of words, like "hocus pocus," and using potions; spells make strange things happen, such as having an entire crowd of people fall asleep
29	M	3/10			22	RF.2.3d RF.2.3e RF.2.4a RL.2.1 RL.2.3		Students will put a list of words in alphabetical order. [RF.2.3d] Students will read words with the tricky spelling 'e', and will identify the sound made by 'e' in written words. [RF.2.3e] Students will partner read "Breaking the Spell" with purpose and understanding, and will answer written comprehension questions about key details in the text. [RF.2.4a; RL.2.1; RL.2.3]	22.1 22.2	- 'e' is a spelling for /e/, /ee/, and / / - when you see an unfamiliar word with the 'e' spelling, they should first try pronouncing the 'e' as /e/; if that does not sound right ordoes not make sense in context, they should try /ee/ and then / / - cooing—v., a soft sound doves make - damp—adj., moist - puddles—n., pools of water (often from rain)
	T	3/11			23	RF.2.3e RF.2.4c L.2.1 RF.2.4a RL.2.1 RL.2.3		Students will read a story featuring words with 'o' > /o/, /oe/, and /u/, and will use context clues to determine the correct pronunciation of the words. [RF.2.3e; RF.2.4c] Students will complete a chart with the correct present-, past-, and future-tense verb forms for respective pronouns. [L.2.1] Students will partner read "Looking for the Enemy," and will close read the story by identifying Tier 2 vocabulary, answering text-dependent questions, and discussing difficult portions of the text. [RF.2.4a; RL.2.1; RL.2.3]	23.1 23.2	- the letters 'ie' in friend would be pronounced /ie/ or /ee/, but they actually stand for the /e/ sound - 'sure' is pronounced something like /sh/ /ur/ - recalling—v., remembering - crept—v., to have moved quietly and carefully; past tense of creep - rejoice—v., to celebrate - The Main Idea is What the Story is Mostly About: Think about what the whole story is trying to tell you in one or two sentences. Look for Important Details - Key details are the small pieces of information that help explain or support the main idea. -Ask Questions to Find the Main Idea: Ask yourself, "What did I learn?" or "What is the most important thing in this story?"
	W	3/12			Power Day					Power Day
	TH	3/13			24	RF.2.3e L.2.1 RF.2.4a RL.2.1 RL.2.3 RL.2.7		Students will sort words with 'o_e' > /oe/ and /u/. [RF.2.3e] Students will read sentences and determine which words make up the subject and which words make up the predicate. [L.2.1] Students will read "Revenge" with purpose and understanding, and will answer written comprehension questions about key details in the text. [RF.2.4a; RL.2.1; RL.2.3; RL.2.7]	24.1 24.2	- the word revenge means when someone tries to punish a person who has done something bad to them - dare—v., to try something risky - treason—n., the act of trying to take over or betray your own kingdom or government - assist—v., help - eagerly—adv., with excitement - serve you—used with royalty to do whatever is asked - strike back—to seek revenge
	F	3/14			25	RF.2.3e L.2.2d RF.2.3e RF.2.4a RL.2.1 RL.2.3 RL.2.7		Students will spell words with the suffixes –tion, –el, and –le, and the Tricky Word schwa, and will alphabetize words featuring these suffixes. [RF.2.3e; L.2.2d] Students will read words with the tricky spelling 'ou'. [RF.2.3e] Students will read "Battle Plans" with purpose and understanding, and will summarize the main characters and key details of the story. [RF.2.4a; RL.2.1; RL.2.3; RL.2.7]	25.1 25.2 25.3	-volunteer—v., to offer to do something -stunned—adj., surprised -delighted—adj., pleased -enemy's position—location of the enemy - moment of glory—a time when someone receives attention and praise - up my sleeve—secret that the enemy doesn't know about - are camped—placed in a forest or under some kind of cover for sleeping and resting

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
30	M	3/17			1	RF.2.3f L.2.1d,e L.2.2c RF.2.3f L.2.2d	Review Sight Words	Students will identify the following spelling alternatives: /n/ > 'n' and 'kn', /r/ > 'wr' and 'r', /w/ > 'w' and 'wh', /j/ > 'g' and 'j', and /f/ > 'f', 'ff', and 'ph'. [RF.2.3f] Students will decode words with /f/ > 'f', 'ff', and 'ph' and fill in blanks in sentences with words that have /f/ > 'ph'. [RF.2.3f] Students will identify common nouns, proper nouns, adjectives, and verbs in written sentences, will distinguish between the past, present, and future tense in written sentences, and will identify the correct use of apostrophes. [L.2.1d,e; L.2.2c] Students will read and alphabetize words with /n/ > 'n' and 'kn', /r/ > 'wr', 'r', and 'rr', /w/ > 'w' and 'wh', /j/ > 'g' and 'j', and /f/ > 'f', 'ff', and 'ph', and the Tricky Word Britain. [RF.2.3f; L.2.2d]	1.1	- 'ph' can be used to represent /f/ - /f/ as 'f' in fit, and /f/ as 'ff' in stuff - A noun is a word that names a person, place, or thing. - A common noun names anything in general; a proper noun names a specific person or place, and begins with a capital letter - An adjective is a word that describes a noun - A verb is a word that shows action - It can indicate a contraction, taking the place of letters to combine two words into one, such as in can't; –'s at the end of a word can shows ownership; the person, or owner, owns something - the Tricky Word Britain, explaining that this is the name of an island located in Europe
	T	3/18			2	RI.2.5 RF.2.3d,f RF.2.3e		Students will learn about the difference between fiction and nonfiction books, will be introduced to various genres of nonfiction texts, and will display an understanding of nonfiction texts by correctly identifying features of nonfiction genres. [RI.2.5] Students will read words with the following spelling alternatives: /n/ > 'n' and 'kn', /r/ > 'wr' and 'r', /w/ > 'w' and 'wh', /j/ > 'g' and 'j', and /f/ > 'f', 'ff', and 'ph'. [RF.2.3d,f] Students will read word pairs with n/ > 'n' and 'kn', /r/ > 'wr' and 'r', /w/ > 'w' and 'wh', /j/ > 'g' and 'j', and /f/ > 'f', 'ff', and 'ph', and will answer yes/no questions on whether bolded spellings in the word pairs stand for identical sounds. [RF.2.3e]	2.2	- fiction is an invented or "made-up" story (i.e., an author creates fiction stories and books from their imagination) - Pictures were drawn by an illustrator based on their imagination to accompany the events in the stories. - fiction books are made up of stories with characters, settings, and plots that have been created by authors. Fiction books do often incorporate elements that could be real - nonfiction books include facts and information about real-life things. People read nonfiction books when they want to learn about a specific topic or person. - one type of nonfiction book that tells about events that happened in the past is a history book - History is a record of things that happened in the past. - biography is another genre of nonfiction; biographies tell about the past, but biographies focus specifically on a person's life. A biography may be about a person who is still alive today - s a special kind of nonfiction book called a reference book. This particular type of reference book is called an atlas and is filled with maps
	W	3/19			Power Day					Power Day
	TH	3/20			3	RI.2.5 RI.2.7 L.2.4e RF.2.3b		Students will identify the table of contents and the glossary in The War of 1812, will learn how these text features are organized, will review the introduction to the Reader with the guidance of the teacher, and will demonstrate understanding of the chronology of events by arranging timeline cards in the correct sequence. [RI.2.5; RI.2.7; L.2.4e] Students will read words with /e/ > 'ea', and will complete fill-in-the blank sentences with words featuring /e/ > 'ea'. [RF.2.3b]	3.1 3.2	- in the year of 1812, our young country, the United States, battled against Great Britain - A table of contents is a list at the front of a book that shows chapter titles and the page where they start. It helps you find things quickly! - a glossary is placed at the end of a book; the glossary contains definitions of important vocabulary words - a glossary is helpful because it provides explanations and information for words a person might not know a lot about - a glossary is organized in aplabetical order; it organizes information in a logical way and helps make information easy to locate. - whenever aword is bolded in the text, it means that it is included in the glossary; when they are reading, if they come to a bolded word that they do not understand, they can always look it up in the glossary - a caption provides basic information that lets us know what the image is about
	F	3/21	Ending of Q3		4	RI.2.1 RI.2.3 RI.2.7 RF.2.3b		Students will listen to the Read-Aloud "America in 1812, Part I," will answer literal and inferential questions about key details in the text, and will identify details about the history of the United States after the Revolutionary War based on information in the Read-Aloud. [RI.2.1; RI.2.3; RI.2.7] Students will read words featuring /e/ > 'ea'. [RF.2.3b]	n/a	- From 1775 to 1783 America fought Great Britain for independence; this conflict was called the Revolutionary War - What had been the thirteen original colonies officially became the UnitedStates of America - The Founding Fathers' ideas all came together in a document called the U.S. Constitution - James Madison is known as "the Father of the Constitution" because he put all of the ideas together by writing the Constitution with the help of George Washington and others. He also became the fourth president of the United States
31	M	3/24	Spring Break		Spring Break					
	T	3/25								
	W	3/26								
	TH	3/27								
	F	3/28								
	M	3/31	Regional PD | No school		Regional PD | No school			Regional PD | No school		

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
32	T	4/1	Beginning of Q4		5	RF.2.3e; L.2.2d RF.2.4a; RI.2.1; RI.2.4; RI.2.5	before some ever order day best calendar	Students will spell dictated words featuring /n/ > 'n', /r/ > 'wr' and 'r', /w/ > 'w' and 'wh', /j/ > 'g' and 'j', and /f/ > 'f', 'ff', and 'ph', and will write three of the words in alphabetical order. [RF.2.3e; L.2.2d] Students will read "Trouble with the British" with purpose and understanding, will utilize text features such as the table of contents to locate chapters and the glossary to clarify the meaning of words, and will answer multiple-choice questions about key details in the text. [RF.2.4a; RI.2.1; RI.2.4; RI.2.5]	5.2	-**alphabetical order:** Compare words letter by letter, from left to right. If two words start with the same letter, move to the second letter, then the third, and so on. - IN "great" 'ea' is pronounced /ae/ - "Europe" pronunciation is /y/ /er/ /a/ /p/ - "native" is pronounced /n/ /ae/ /t/ /i/ /v/ - "Americans" is pronounced /a/ /m/ /ae/ /r/ /i/ /k/ /a/ /n/ /z/ - "war" is /w/ /or/ - signature is pronounced /s/ /i/ /g/ /n/ /a/ /ch/ /er/ - U.S. Congress—n., the people elected to make laws for the United States - declare war—v., to officially say that one country will start a war with another country (declaring war) - trader—n., someone who exchanges something to get something in return (traders, traded, trading, trade) - army—n., a group of soldiers trained to fight on land - navy—n., a group of soldiers trained to fight battles at sea on board ships - impressment—n., the state of being forced to serve in the British Navy (impressed)
	W	4/2			Power Day				Power Day	
	TH	4/3			6	RF.2.4a,c; RI.2.1; RI.2.10 RF.2.3a F.2.3e; L.2.2d		Students will reread "Trouble with the British" in pairs with purpose and understanding, and will answer written multiple-choice questions about key details in the text. [RF.2.4a,c; RI.2.1; RI.2.10] Students will read and sort words with the tricky spelling 'ea' > /ee/ or /e/. [RF.2.3a] Students will read and alphabetize words featuring r-controlled vowel patterns and will use the words in oral sentences. [RF.2.3e; L.2.2d]	6.2	- ea- /ee/ as in meat, /e/ as in head. - - "war" is /w/ /or/
	F	4/4			7	RI.2.3; RI.2.8] L.2.1e		Students will listen to the Read-Aloud "America in 1812, Part II," and will answer literal and inferential questions about key details in the text. [RI.2.3; RI.2.8] Students will learn that an adverb is a word that describes a verb, and will identify adverbs, nouns, and verbs in oral sentences. [L.2.1e]	7.1	- Under George Washington's leadership, the United States and Great Britain signed a treaty called Jay's Treaty. - In this treaty, the British promised not to get involved or interfere with the United States' business or activities. - The United States sent flour and tobacco and other goods to Great Britain. Great Britain sent tea and manufactured goods to America - When the Napoleonic Wars began in Europe, France and Great Britain became enemies - In 1811, many Native Americans fought to remove settlers from their land in the Battle of Tippecanoe. The U.S. Army fought back - adjectives describe nouns. - an adverb is a word that tells about the action of a verb or how something is done. It's a word that can be used to describe a verb. An adverb describes how the action of a verb takes place - adverbs often end in 'ly,' but not always. /lee/
33	M	4/7			8	RF.2.4a; RI.2.1; RI.2.4; RI.2.5; L.2.4e RF.2.3e L.2.1e		Students will read "The War Hawks" with purpose and understanding, will utilize text features such as the table of contents to locate chapters and the glossary to clarify the meaning of words, and will answer oral questions about key details in the text. [RF.2.4a; RI.2.1; RI.2.4; RI.2.5; L.2.4e] Students will read words with /er/ > 'ar' and 'or' and will recognize and distinguish between words that use 'ar', 'or', or 'er' to represent the /er/ sound. [RF.2.3e] Students will identify verbs and adverbs in oral sentences. [L.2.1e]	8.1	- 'o' can sometimes represent the /u/ sound -merchant—n., a person who sells things (merchants) - oppose—v., to be against something (opposed) -threedifferent ways to spell /er/: 'er' as in her; 'ur' as in hurt; and 'ir' as in bird. - when they see a word with an 'ar' or 'or' spelling, they may need to sound out the word with alternate sounds, 'ar' as /ar/ or /er/ and 'or' as /or/ or /er/, to see which sound makes sense in a given instance
	T	4/8			9	RF.2.4b,c; RI.2.3; RI.2.8 L.2.1e		Students will reread "The War Hawks" in small groups, will answer written true/false questions, citing where they found the answer in the text, and will write a short speech, adopting the viewpoint of a War Hawk. [RF.2.4b,c; RI.2.3; RI.2.8] Students will identify verbs and adverbs in oral and written sentences, and will identify the verb modified by each adverb. [L.2.1e]	9.1	- an adverb is a word that tells about the action of a verb or how something is done. It's a word that can be used to describe a verb. An adverb describes how the action of a verb takes place
	W	4/9			Power Day				Power Day	
	TH	4/10			10	RF.2.3e; L.2.2d L.2.1f RF.2.3; RI.2.10; L.2.3		Students will spell dictated words with r-controlled vowel patterns and the Tricky Word war, and will write four of the words in alphabetical order. [RF.2.3e; L.2.2d] Students will complete written sentences by adding a predicate to each subject, and will identify the subject and predicate in each sentence. [L.2.1f] Students will practice working with a variety of letter-sound correspondences, will independently read "Trouble with the British," and will identify various uses of common nouns, proper nouns, adjectives, and verbs in the text. [RF.2.3; RI.2.10; L.2.3]	10.2	- the subject of a sentence tells who or what the sentence is about. - the predicate of a sentence describes what the subject is or does. - every sentence needs to have a subject and a predicate - If either the subject or the predicate is missing, it is an incomplete sentence (also known as a sentence fragment) Subject + Predicate = Complete Sentence

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
	F	4/11			11	**RF.2.4c; RI.2.1; RI.2.4; RI.2.5; L.2.4e RF.2.3e L.2.2d; RF.2.3f**		Students will read "The War Starts" with purpose and understanding, will utilize text features such as the table of contents to locate chapters and the glossary to clarify the meaning of words, will answer true/false questions about key details in the text, and will place key events in the text in correct chronological order. [RF.2.4c; RI.2.1; RI.2.4; RI.2.5; L.2.4e] Students will read words with /k/ > 'ch', and will complete fill-in-the-blank sentences with words featuring /k/ > 'ch'. [RF.2.3e] Language (Spelling) Students will read and alphabetize words featuring the spellings 'ge', 'dge', and 'tion', and the Tricky Word Europe. [L.2.2d; RF.2.3f]	11.1	- "ch" can say /k/ - "imagine" is pronounced /i/ /m/ /a/ /j/ /i/ /n/ - "soldier" is pronounced /s/ /oe/ /l/ /j/ /er/ - "washington" is pronounced /w/ /o/ /sh/ /i/ /ng/ /t/ /a/ /n/ -monarchy—n., a government ruled by a king or queen (monarchies) - fort—n., a large building constructed to survive enemy attacks (forts) - /k/ sound can be spelled as "c", "k", "cc", "ck" - 'ge', 'dge', and 'tion' typically occur at the end of a word - Europe is the name of a continent; France and Great Britain are part of Europe.
34	M	4/14			12	**RF.2.4a; RI.2.1; RI.2.4; RI.2.10 L.2.1f L.2.1e**		Students will partner read "The War Starts" and will closely read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging portions of the text. [RF.2.4a; RI.2.1; RI.2.4; RI.2.10] Students will distinguish between complete and incomplete sentences, will correct run-on sentences by rewriting each as two sentences, adding correct capitalization and punctuation, and will combine the ideas of a run-on sentence to create one sentence. [L.2.1f] Students will identify adjectives and adverbs in oral sentences [L.2.1e]	12.1	- one way of fixing a run-on sentence is to break the run-on sentence into two separate sentences by using appropriate punctuation and capitalization. - another way to correct a run-on sentence is to combine the thoughts of the two sentences to make just one sentence.
	T	4/15			13	**RF.2.4a; RI.2.1; RI.2.3; L.2.4e RF.2.3b RF.2.3e**		Students will read "A Famous Ship" with purpose and understanding, will utilize text features such as the table of contents to locate chapters and the glossary to clarify the meaning of words, and will answer written multiple-choice questions about key details in the text. [RF.2.4a; RI.2.1; RI.2.3; L.2.4e] Students will read words with the tricky spelling 'i' > /ee/ and will place the words on the appropriate branch of the Spelling Tree. [RF.2.3b] Students will sort words with 'i' > /i/, /ie/, or /ee/ into the appropriate columns. [RF.2.3e]	13.1	- **Causes of War of 1812**: the British impressment of Americans to become sailors in the British Navy; the British Navy blocked American ships and prevented them from trading with the French; the United States had a desire for westward expansion, and there was conflict with Native Americans; the British were trading with Native Americans - document—n., an official or important paper - branch—n., one of three major parts of the government - Supreme Court—n., the highest court of law in the United States - string—n., a series - mast—n., the tall pole on a ship to which the sails are attached (masts) - plank—n., a long, thick board (planks) - "iron" is pronounced /ie/ /er/ /n/
	W	4/16	Early Release (RCC)		Power Day			Power Day		
	TH	4/17	Early Release (RCC)							
	F	4/18	Regional PD | No school		Regional PD | No school			Regional PD | No school		
	M	4/21			14	**RF.2.4a; RI.2.1; RI.2.4; RI.2.10 RF.2.3.e; RF.2.4c**	**old other end from enough even could**	Students will partner read "A Famous Ship", will closely read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging portions of the text, and will answer written multiple-choice questions about key details in the text. [RF.2.4a; RI.2.1; RI.2.4; RI.2.10] Students will read words with the tricky spelling 'i', and will complete fill-in-theblank sentences with words featuring the tricky spelling 'i'. [RF.2.3.e; RF.2.4c]	14.1 14.2	- a new way to spell the /ee/ sound as 'i' - two other sounds for 'i', /i/and /ie/, so 'i' is a tricky spelling
	T	4/22			15	**L.2.2d; RF.2.3e RF.2.4a; RI.2.1; RI.2.3; L.2.4e L.2.1f; L.2.2c**		Students will spell dictated words featuring the spellings 'ge', 'dge', and 'tion', and the Tricky Word Europe, and will write three of the words in alphabetical order. [L.2.2d; RF.2.3e] Students will read "The Attack on Washington, D.C." with purpose and understanding, will use digital dictionaries and digital/print glossaries to clarify the meaning of words, and will arrange written sentences describing key events from the text in correct sequential order. [RF.2.4a; RI.2.1; RI.2.3; L.2.4e] Students will correct run-on sentences by rewriting each as two sentences, or combining the ideas of the run-on sentence to create one sentence, and will identify the correct use of apostrophes. [L.2.1f; L.2.2c]	15.2	- D.C. in the name Washington, D.C., stands for District of Columbia. The full name of the city is Washington, District of Columbia. Washington, D.C., is a city, not a state. The city is the capital of the United States, where many important buildings and people connected to the U.S. government are found. - the letter 'o' represents the schwa sound /u/ - "special" is pronounced /s/ /p/ /e/ /sh/ /a/ /l/ - Capitol—n., the building in Washington, D.C., where Congress meets - support the troops—v., to provide encouragement and sometimes food and supplies to soldiers - defeat—n., loss in a contest or battle - an apostrophe in a word can indicate a contraction, taking the place of letters to combine two words into one, such as in can't. It can also be apostrophe 's' at the end of a word that shows ownership; the person, or owner, owns something
35	W	4/23		Unit 6	Power Day			Power Day		
	TH	4/24			16	**RF.2.4a; RI.2.1; RI.2.4; RI.2.10 RF.2.3b L.2.2d**		Students will partner read "The Attack on Washington, D.C.," and will closely read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging portions of the text. [RF.2.4a; RI.2.1; RI.2.4; RI.2.10] Students will read and sort words featuring the tricky spelling 'i' > /i/, /ie/ or /ee/. [RF.2.3b] Students will read and alphabetize one-, two-, and three-syllable words from The War of 1812. [L.2.2d]	n/a	

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
	F	4/25			17	RF.2.4a; RI.2.1; RI.2.4; L.2.4e L.2.1f RF.2.3a–c,e,f; L.2.1e,f		Students will read "The Burning of Washington, D.C." with purpose and understanding, will use digital dictionaries and print/digital glossaries to clarify the meaning of words, and will answer literal questions about key details in the text. [RF.2.4a; RI.2.1; RI.2.4; L.2.4e] Students will add details to create more complex sentences. [L.2.1f] Students will identify different parts of speech in "The Burning of Washington, D.C.," will read word pairs and determine whether targeted letters in each word make the same sound, and will identify verbs and adverbs in sentences. [RF.2.3a–c,e,f; L.2.1e,f]	17.1	- is pronounced /sh/ /oo/ - charge—v., to rush into (charged) (54) - toast—v., to raise a glass and drink in honor of someone or something (toasted) - ransack—v., to search in order to steal and cause damage (ransacked) - torch—n., a piece of wood that burns at one end (torches) - drape—n., curtain (drapes) - heavy blow—n., a difficult loss to deal with - soot—n., the black powder left behind when something burns - glossary helps you understand the meaning of a word
36	M	4/28			18	**RF.2.4c; RI.2.1; L.2.4e L.2.1f**	pocket finger midnight fourth prince trade behind	Students will reread "The Burning of Washington, D.C.," will use digital dictionaries and print/digital glossaries to clarify the meaning of words, and will answer multiple-choice questions about key details in the text. [RF.2.4c; RI.2.1; L.2.4e] Students will expand complete simple and compound sentences orally, and will rewrite a simple sentence four times, adding more details each time. [L.2.1f]	18.1 18.2	- one way to make your writing interesting by adding words to simple sentences
	T	4/29			19	**RF.2.4a; RI.2.1; RI.2.4; L.2.4e RF.2.3e**		Students will read "The Attack on Baltimore" with purpose and understanding, will use online dictionaries and print/digital dictionaries to clarify the meaning of words, and will answer literal and inferential questions about key details in the text. [RF.2.4a; RI.2.1; RI.2.4; L.2.4e] Students will sort and read words featuring /a/ > 'a' and 'e', and two-syllable words featuring /a/ + /l/ and /sh/ + /a/ + /n/. [RF.2.3e]	n/a	- port—n., a place on the water near land, where ships load and unload cargo - pile up—v., to collect (piled up) harbor—n., an area of calm, deep water near land, where ships can safely put down their anchors pitch in—v., to help with (pitched in) stitching—n., sewing (stitched) niece—n., the daughter of your brother or sister (nieces) commander—n., a high-ranking officer in the military
	W	4/30			Power Day					Power Day
	TH	5/1			20	**L.2.2d; RF.2.4c RF.2.4c; RI.2.1; RI.2.10**		Students will spell one-, two-, and three-syllable dictated words and the Tricky Word Ironsides, and will write four of the words in alphabetical order. [L.2.2d; RF.2.4c] Students will partner read "The Attack on Baltimore", and will answer multiplechoice questions and a short answer question about the chapter. [RF.2.4c; RI.2.1; RI.2.10]	20.2	- Look at the first letter of each word. If two words start with the same letter, move to the next letter, and so on.
	F	5/2			21	**RF.2.4a; RI.2.5; L.2.4e RF.2.3a–c,e L.2.2d; RF.2.4c**		Students will read "Francis Scott Key and the National Anthem" with purpose and understanding, will use digital dictionaries and digital/print glossaries to clarify the meaning of words, and will answer true/false questions about key details in the text. [RF.2.4a; RI.2.5; L.2.4e] Students will complete fill-in-the-blank sentences to review a variety of sound/ spellings. [RF.2.3a–c,e] Students will read and alphabetize one-, two-, and three-syllable words from The War of 1812. [L.2.2d; RF.2.4c]	21.1 21.2	- "tion" represent three different sounds, /sh/ + /a/ + /n/ - "al" represent two different sounds, /a/ + /l/ - "er" represent the sound /ae/ /r/ - "early" is pronounced /er/ /l/ /ee/ - "whose" is pronounced /h/ /oo/ /z/ - "broad" is pronounced /b/ /r/ /aw/ /d/ - "bomb" is pronounced /b/ /o/ /m/
37	M	5/5	**STAR Assessment**		Power Day					Power Day
	T	5/6			22	**RF.2.4a; RI.2.1; RI.2.3; RI.2.8 RI.2.6; W.2.2 RF.2.3b; L.2.1f**		Students will partner read "Francis Scott Key and the National Anthem," and will closely read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging portions of the text. [RF.2.4a; RI.2.1; RI.2.3; RI.2.8] Students will learn that a topic sentence informs the reader about the subject of a paragraph, and will identify the topic sentences in three paragraphs. [RI.2.6; W.2.2] Students will read multisyllable words featuring /ee/ > 'i', and will use the words to complete fill-in-the-blank sentences, and will add details to create more complex sentences. [RF.2.3b; L.2.1f]	22.1 22.2 22.3	- **Main Idea and Key Details:** The main idea of the chapter is that Francis Scott Key watched the attack on Baltimore from a boat in the harbor. He knew if he could see the U.S. flag flying at Fort McHenry, the Americans had not been defeated or had not given up. Before dawn the next morning, everything was quiet, but Key couldn't see in the dark so he didn't know what the quiet meant. When the sun rose, he saw the flag flying. He felt such joy that he wrote a poem describing what he had seen. The first part of the poem became the national anthem of the United States. - **Synopsis:** The chapter "Francis Scott Key and the National Anthem" provides information about the attack on Baltimore and how "The Star-Spangled Banner" came to be.
	W	5/7			23	RF.2.4a; RI.2.1; RI.2.4; L.2.4e W.2.1 RF.2.3c		Students will read "Andrew Jackson" with purpose and understanding, will use digital dictionaries and digital/print glossaries to clarify the meaning of words, and will write answers to questions about key details in the text in complete sentences. [RF.2.4a; RI.2.1; RI.2.4; L.2.4e] Students will create a paragraph by writing three sentences to follow a short topic sentence. [W.2.1] Students will alphabetize one- and two-syllable words. [RF.2.3c]	23.1 23.2 23.3	- 'Andrew' is pronounced /A/ /n/ /d/ /r/ /oo/ - 'new' is pronounced /n/ /oo/ - peace—n., a state of no war or fighting - treaty—n., a formal agreement between countries - mouth—n., the place where a river enters the ocean - general—n., a high-ranking officer in the military - orphan—n., a child whose parents are no longer alive - knotty—adj., having many dark marks on wood where branches once grew - hickory—n., a tree with very hard wood - ragtag—adj., disorganized and made up of many different types - when a sentence is indented indicates that it is the start of a paragraph.
	TH	5/8	**STAR Assessment**		Power Day					Power Day

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
	F	5/9			24	**RF.2.4a; RI.2.1; RI.2.4; RI.2.8 L.2.1d,f**		Students will partner read "Andrew Jackson," and will closely read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging portions of the text. [RF.2.4a; RI.2.1; RI.2.4; RI.2.8] Students will rewrite sentences with correct capitalization and punctuation, will change singular nouns to plural nouns, will identify the verb tense of written sentences, will distinguish between complete and incomplete sentences, and will rewrite run-on sentences as single sentences. [L.2.1d,f]	24.1	- **Main Idea and Key Details**: The main idea of the chapter is that Andrew Jackson assembled troops to protect New Orleans from attack by the British. New Orleans was an important city for trade due to its location at the mouth of the Mississippi River at the Gulf of Mexico. - **Synopsis:** The chapter "Andrew Jackson" provides information about why New Orleans was an important city in the early years of the United States as a country and about the role Andrew Jackson had in defending New Orleans from attack by the British. - "Plural" means more than one!
38	M	5/12			25	**L.2.2d RF.2.4a; RI.2.1; RI.2.5; L.2.4e RF.2.3a,c**		Students will spell dictated one-, two-, and three-syllable words from The War of 1812, and will write four of the words in alphabetical order. [L.2.2d] Students will read "The End of the War" with purpose and understanding, and will answer multiple-choice questions and short answer questions about key details in the text. [RF.2.4a; RI.2.1; RI.2.5; L.2.4e] Students will read one- and two-syllable words with /o/ > 'a' and 'wa', and will use these words to complete fill-in-the-blank sentences. [RF.2.3a,c]	**25.1** 25.2 **25.4**	- spelling alternative for the /o/ sound is 'wa'; the spelling 'a' represents the /o/ sound - when the sound /w/ is followed by the letter 'a' the sound is /o/ rather than /a/
	T	5/13			26	**RF.2.4a; RI.2.1; RI.2.3; RI.2.4 RF.2.3a,c RF.2.3e; L.2.2d**		Students will partner read "The End of the War," and will closely read the text by answering text-dependent questions, discussing Tier 2 vocabulary, and discussing challenging portions of the text. [RF.2.4a; RI.2.1; RI.2.3; RI.2.4] Students will review /o/ > 'a' and 'wa', will read two- and three-syllable words featuring the sound/spelling, and will read sentences featuring words with /o/ > 'a' and 'wa' and match pictures with the sentences. [RF.2.3a,c] Students will read and alphabetize multisyllable words from The War of 1812. [RF.2.3e; L.2.2d]	26.1	- **Main Idea and Key Details**: The main idea of the chapter is that a treaty was signed to end the War of 1812, but people in the United States did not get word of the treaty right away and kept fighting. The United States was proud of its efforts. - **Synopsis:** The chapter "The End of the War" provides information about the end of the War of 1812 and how it signaled the start of a new age of national pride for the United States. - the spellings 'a' and 'wa' can represent the /o/ sound - sometimes the sound of the spelling 'a' on its own represents the /o/ sound, as in the world llama - 'qu' represents the /k/ /w/ sound
	W	5/14	**iReady Math**		**Power Day**					**Power Day**
	TH	5/15			27	**RI.2.1; RI.2.10 L.2.1f; L.2.2 RF.2.3b,e L.2.3**		assessing their knowledge of the information they have read in The War of 1812. [RI.2.1; RI.2.10] Students will read a letter and questions about the national anthem from Mr. Mowse. [L.2.1f; L.2.2] Students will read words with the tricky spelling 'a' > /a/, /ae/, /o/, and /a/. [RF.2.3b,e] Students will identify examples of different parts of speech in "The End of the War," will write sentences about Andrew Jackson, and will identify whether sentences are complete or incomplete. [L.2.1f; L.2.2; L.2.3]	27.1 27.2 27.3 27.4	- The spelling 'a' can say /a/, /ae/, /e/, /o/
	F	5/16			28	**W.2.2 RF.2.3a,c, e**	**upper reach exactly story dange follow difficult**	Students will select and mark the topic sentences and concluding sentences of paragraphs, will number the remaining sentences in correct order, and will identify and cross out sentences that do not stay on the topic. [W.2.2] Students will alphabetize words to the second letter. [RF.2.3e] Students will read words with the tricky spelling 'a', and will use those words to complete fill-in-the-blank sentences. [RF.2.3a,c]	28.1 28.2 28.3 28.4	- **Topic Sentence** – This is the first sentence. It tells what the paragraph is about. - **Supporting Details** – These are the middle sentences that give more information about the topic. - **Concluding Sentence** – This is the last sentence. It wraps up the paragraph and reminds the reader about the topic.
	M	5/19	**iReady Reading**		**Power Day**					**Power Day**
	T	5/20			29	**W.2.2**		Students will fill in a template outlining the writing process for reports. [W.2.2] Students will read questions addressing information about the War of 1812, and will produce topic listings that cover the questions asked. [W.2.2] Students will read sentences that go with a topic, and will write a topic sentence and a concluding sentence for each topic. [W.2.2]	27.2 29.1 29.2 29.3	- three-step writing process: plan, draft, edit - a report is about a nonfiction topic - **First step is choosing a specific topic;** reports can be written about any nonfiction topic in history or science - **Second step is gather information;** when gathering information for a report, writers pull together as many different resources about that topic as possible. - **Third step is read and take notes;** - **Fourth step is organize your notes;** when they organize their notes, writers group similar ideas from their notes together so they will be ready to write paragraphs - **Fifth step is to draft your paragraph;** a good paragraph has a topic and a concluding sentence, as well as supporting details. - **Final step is the edit your draft;**
	W	5/21			**Power Day**					**Power Day**

2nd Grade Skills - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus	Sight Words	Lesson Objective	Exit Ticket	Key Points
39	TH	5/22			30	**RF.2.3e,f; L.2.2d RF.2.4c; RI.2.6 W.2.2**		Students will spell dictated multisyllable words from The War of 1812 and the Tricky Word New Orleans, and will write four of the words in alphabetical order. [RF.2.3e,f; L.2.2d] Students will partner read "Francis Scott Key and the National Anthem," and will answer inferential and evaluative questions about key details in the text. [RF.2.4c; RI.2.6] Students will read a paragraph and label the topic sentence, and will identify and cross out sentences that do not stay on the topic. [W.2.2]	30.1 30.2	- a good paragraph should have a topic sentence that tells what the paragraph will be about - the remaining sentences in a paragraph should provide supporting details about the topic. Sentences that do not provide information about the topic should not be included in the paragraph.
	F	5/23			31	**RF.2.4a; RI.2.1; L.2.4e W.2.2**		Students will read "Our National Anthem" with purpose and understanding, will use digital dictionaries and digital/print glossaries to clarify the meaning of words, and will answer questions about key details in the text. [RF.2.4a; RI.2.1; L.2.4e] Students will take notes on "Our National Anthem" by answering literal questions about key details in the text, and will brainstorm additional questions about thetopic. [W.2.2]	31.1	- In the word 'patriotic' the 'i' is pronounced /ee/ -In the word 'salute' the 'a' is pronounced /e/ - patriotic—adj., having or showing support and love for your country - salute—v., to show respect (saluting) - state dinner—n., a special dinner hosted by the president of the United States for important people (state dinners) - First step is choosing a specific topic; reports can be written about any nonfiction topic in history or science - Second step is gather information; when gathering information for a report, writers pull together as many different resources about that topic as possible. - Third step is read and take notes; - Fourth step is organize your notes; when they organize their notes, writers group similar ideas from their notes together so they will be ready to write paragraphs - Fifth step is to draft your paragraph; a good paragraph has a topic and a concluding sentence, as well as supporting details. - Final step is the edit your draft;
40	M	5/26	**MEMORIAL DAY | NO SCHOOL**		**MEMORIAL DAY | NO SCHOOL**			**MEMORIAL DAY | NO SCHOOL**		
	T	5/27			32	RF.2.4a; RI.2.1 W.2.2		Students will read "Making Sense of the National Anthem" with purpose and understanding, and will answer questions about key details in the text. [RF.2.4a; RI.2.1] Students will take notes on "Making Sense of the National Anthem" by answering literal questions about key details in the text, and will brainstorm additional questions about the topic. [W.2.2]	32.1	- perilous fight mean a dangerous battle - ramparts means the walls of the fort - spangled means dotted with stars
	W	5/28			**Power Day**		**Review Week**	**Power Day**		
	TH	5/29			**Flex Days**			**Flex Days**		
	F	5/30								
41	M	6/2								
	T	6/3								
	W	6/4	**Early Release (RCC)**							
	TH	6/5	**Early Release (RCC)**							
	F	6/6	**Ending of Q4**							

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
A	W	8/14						
	TH	8/15						
	F	8/16						
B	M	8/19		K1	RL.2.2 RL.2.3 L.2.5,a W.2.8	I can make predictions about a character in story	1.1	- charming, adj. very pleasing or appealing - displeases, v. causes someone to feel unhappy or annoyed - enchanted, adj. as if under a magic spell - hesitated, v. stopped briefly before doing something - might, n. the power to do something; force or strength - fairy tales often feature members of a royal family such as princes, princesses, kings, and queens; characters with special powers or magic; and/or magical transformations - many things that happen in fairy tales are fantasy and cannot happen in real life. - fairy tales are fiction. They also often have a happy ending
	T	8/20		K2	SL.2.2 RL.2.3 L.2.5,a	I know the characteristics of a fairy tale I can analyze the actions of the characters in story		- curious, adj. having a desire to learn more about something - ignorant, adj. lacking knowledge or information - inspect, v. to look carefully at something - intelligent, adj. able to easily learn or understand things - this story was first written down by a Danish man named Hans Christian Andersen - an emperor is the male ruler of a group of nations called an empire - An emperor would have many people serving him, including those who would make his clothes
	W	8/21		i-Ready Reading BOY				
	TH	8/22		W1	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn about fairy tales and how to use capital letters correctly in our writing.		-Enchanted (Definition: Something magical or spellbound) - Explain the skill: "Capital letters are used at the beginning of sentences, for names, and for places." - Purpose of the skill: "Using capital letters helps our readers understand when a new sentence begins and which words are important." - Teacher examplar: Once upon a time, [Student Name] found an enchanted key in the forest. She/He opened a hidden door and discovered a treasure.
	F	8/23		W2	ELA.2.C.1.1 ELA.2.C.1.2	Understand and use common and proper nouns.		- Hero (Definition: A person who is admired for being brave or doing something good) - Explain the skill: "Periods go at the end of a complete thought or sentence." - Purpose of the skill: "Using periods helps our writing make sense and makes it easier for others to read." -Teacher Exemplar: [Student name] the hero saved a kitten from a tall tree. Everyone in the town cheered for him/her.
1	M	8/26		K3	RL.2.9 SL.2.4 L.2.5, a RL.2.2 SL.2.2 W.2.8	I can identify the characteristics of a fairy tale I can sequence a series of events I can write a short description of a favorite scene	3.1	- "Beauty and the Beast" is a classic fairy tale and has all the characteristics of a fairy tale just discussed: a "once upon a time" beginning, a royal character, a magical character and/or event, and a happy ending - astonished, v. amazed or surprised - fearsome, adj. causing fear or very frightening - fortune, n. great wealth or riches - merchant, n. someone who buys and sells goods - The antonym, or opposite, of the word fortune is misfortune; Fortune means good luck, so misfortune is bad luck - The prefix mis– often makes a word have the opposite meaning - narrative sequence—in the order that those scenes occurred
	T	8/27		K4	RL.2.3 SL.2.4 L.2.5,a L.2.4,a	I can identify the characters a fairy tale		- constant, adj. happening all the time, over a long period of time - despite, prep. without being stopped; anyway - determined, adj. with a strong feeling that you are going to do something - sorrowful, adj. feeling or showing great sadness - proverbs are short, traditional sayings that have been passed along orally from generation to generation. These sayings usually express general truths based on experiences and observations of everyday life - some proverbs have literal meanings—that is, they mean exactly what they say—but many proverbs have a richer meaning beyond the literal level, or the actual words that are used - "Better late than never" means it is better to be late in doing something than to never do it at all
	W	8/28		i-Ready Math BOY				
	TH	8/29		W3	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn about settings in fairy tales and how to use question marks correctly in our writing.		- Castle (Definition: A large building where kings and queens live) - Explain the skill: "Question marks go at the end of a question." - Purpose of the skill: "Using question marks helps our readers understand when we're asking a question." - Teacher Exemplar: "Have you ever seen a castle? [Student Name] discovered an ancient castle. Inside, she/he found a hidden room filled with gold."
	F	8/30		W4	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn about plots in fairy tales and how to use exclamation marks correctly in our writing.		-Magic (Definition: The use of special powers to make things happen) -Explain the skill: "Exclamation marks go at the end of sentences that show excitement or surprise." -Purpose of the skill: "Using exclamation marks helps our readers feel the excitement in our writing." -Teacher examplar: [Student name] discovered a book of magic called Magical Spells! With a spell, he made his toy dragon fly.
	M	9/2		LABOR DAY				

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
2	T	9/3	Unit 1	K5	SL.2.1 RL.2.3 L.2.5,a W.2.8	I can describe a situation that contains exaggeration I can use a graphic organizer to identify elements of a tall tale	5.1	- admiration, n. a feeling of deep respect and liking - colossal, adj. unbelievably large or great - frontier, n. the unsettled part of the American West - inseparable, adj. seemingly always together; not able to be separated - tall tales are a type of folktale, which is a type of fiction - tall tales were first told orally many, many years ago, andnthey were later written down - tall tales are humorous, or funny, stories, and are sometimes about real-life heroes of the American frontier during the 1800s - the main character in today's tall tale, Paul Bunyan, was a famous lumberjack, or logger - an important characteristic of all tall tales is exaggeration of details - exaggeration is an overstatement of the truth - Exaggeration in a tall tale makes the main character seem larger than life; they are always bigger, stronger, smarter, and faster than real people - nouns can be people, places, or things - when someone is talking about one of something, it is called a singular noun. Singular means only one. When someone is talking about more than one of something, it is a plural noun. Plural means two or more - most nouns become plural by adding the /s/ or /z/ sound - Sometimes, the /ez/ sound is added if the word ends in a /s/, /z/, /ch/, or /sh/ sound - there are some nouns that are different, or tricky, when there is more than one of the item. These nouns are called "irregular plural nouns." They are irregular because the plural form is not created with the addition of /s/, /z/, or /ez/
	W	9/4						
	TH	9/5		ELA CRQ1				
	F	9/6		W5	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn how to describe characters in fairy tales using adjectives.		- Adventure (Definition: An exciting experience or journey) - Teacher examplar: I went on an adventure to the Citadelle Laferrière. The fortress was full of hidden treasures, secret passages, and creepy statues. - Explain the skill: "Commas are used to separate items in a list." - Purpose of the skill: "Using commas in a series makes our writing clearer and easier to read."
3	M	9/9		K6	SL.2.2 RL.2.1 L.2.5,a W.2.8	I can identify the characteristics of a tall tale and exaggeration I can distinguish between real and fictional elements I can use a graphic organizer to identify elements of a tall tale	6.1	- energy, n. power; the ability to be active - persuaded, v. caused to do something by asking, convincing, or arguing - relaxed, v. loosened control - tamed, v. trained to obey people - the character Pecos Bill is a cowboy, and that cowboys are men who work on a ranch—or an area where cattle graze—and take care of the cattle. Cowboys were common on the frontier because many people raised cattle for food, sold their milk, or sold the cattle to make money
	T	9/10						
	W	9/11		Make Up Testing				
	TH	9/12		STAR Math				
	F	9/13		W6	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn how to describe settings in fairy tales using adjectives.		- Brave (Definition: Having courage) - Teacher examplar: "Mulan was a brave and determined warrior. She fought to protect her family, and she never gave up."
4	M	9/16		K7	RL.2.3 RL.2.9 L.2.5,a W.2.8	I can identify the characteristics of tall tales I can compare and contrast characters I can use a graphic organizer to identify elements of a tall tale	5.1	- challenge, n. a difficult task or problem - compete, v. to try to be better than someone else at something - feats, n. achievements or deeds that require courage or strength - solution, n. something that solves a problem - steam, n. the hot air and water droplets created when water is very hot - as people continued to move westward in the United States, new transportation systems were being invented, and older transportation systems became faster and less expensive. One form of transportation that made traveling much easier was the railroad and trains - tracks were laid by thousands of workers; tunnels were even dug right through mountains, mostly by hand - machines were invented that could do what people were doing, and the machines could do the work easier and faster
	T	9/17		K8	RL.2.2 SL.2.1 L.2.5,a W.2.8 RL.2.9	I can identify the characteristics of tall tales I can compare and contrast characters	8.1	- mounted, v. climbed up onto - legendary, adj. well-known; famous; like or having to do with a legend - passengers, n. people traveling from one place to another in a car, bus, or train - pride, n. a feeling of respect for yourself - tall tales often include a great deal of exaggeration, this is part of what makes them humorous; and the characters in a tall tale are always larger than life - in the 1800s, many Americans traveled from the East Coast of the United States, where most early settlers lived, to the West Coast.As they traveled west, they crossed the Appalachian Mountains and the Great Plains - tall tales are often set on the American frontier, the formerly unsettled area in the western United States - after tunnels were built, allowing trains to go from the eastern United States to the new territories in the West, trains were a primary mode of transportation for Americans - People rode on trains to get to places, and trains were used to ship items from one part of the country to another much faster than ever before - "Casey Jones," is about a train engineer who drove a locomotive for the Illinois Central Railroad more than one hundred years ago. His real name was John Luther Jones. He was from Cayce, Kentucky (pronounced like the name Casey), so he got the nickname "Casey" Jones. Casey Jones became well-known for his bravery and determination
	W	9/18						
	TH	9/19		ELA CRQ2				
	F	9/20		W7	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn how to sequence events in fairy tales using time order words.		- Explain the skill: "Time order words like 'first,' 'next,' and 'last' help our readers understand the sequence of events." - Purpose of the skill: "Using time order words makes our writing clearer and helps our readers follow the story better." - Teacher examplar: "First, Hansel and Gretel began their journey by leaving their house. Next, they discovered a gingerbread house. Last, they escaped the witch."

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
5	M	9/23		K1	SL.2.1 RI.2.3 L.2.5,a W.2.8	I can explain the importance of the geography of Asia in the development of ancient civilizations I can a short description of the development of the early Asian civilization	1.1	- common, adj. known by most people; ordinary - cultivate, v. to grow or tend to a crop or plant - fertile, adj. rich in the materials or nutrients needed to produce many strong, healthy crops - Indus River, n. the river at the center of the first civilization in early India - irrigation canals, n. ditches cut into the ground to send water where needed - Ancient means very old - A civilization is an advanced or very developed society that often has cities, farming, leaders, writing, and/or a religion - two most populous countries (or those with the most people) are located in Asia: India and China - the ancient Indus River Valley civilization that began in India, Ancient India included the modern-day countries of India and Pakistan.
	T	9/24		K2	**SL.2.2 RI.2.3 L.2.5.a RI.2.2**	I can name the importance of the Indus River and Himalayan Mountains in the development of a civilization I can explain the importance of the Indus River to Mohenjo-daro I can identify the five components of early Indian civilizations	2.1	- bustling, adj. full of activity - nestles, v. settles in snugly and comfortably - recede, v. to draw back or move away from a certain point - source, n. the start or cause of something - two land features in this region made it possible for civilizations to develop is the Indus River and the Himalayan mountain range - The melting snow from the Himalayas and the spring rains caused the Indus River to flood. The floods left behind fertile soil, which people used to farm. This stable food source allowed people to settle in this area - A synonym is a word that means the same as, or something similar to, another word
	W	9/25						
	TH	9/26		W8	**ELA.2.C.1.1 ELA.2.C.1.2**	Today, we will learn how to sequence events in fairy tales using time order words.		- Explain the skill: "Time order words like 'first,' 'next,' and 'last' help our readers understand the sequence of events." - Purpose of the skill: "Using time order words makes our writing clearer and helps our readers follow the story better." -Teacher exemplar: "First, Hansel and Gretel began their journey by leaving their house. Next, they discovered a gingerbread house. Last, they escaped the witch."
	F	9/27		W9	**ELA.2.C.1.1 ELA.2.C.1.2**	Today, we will learn how to write dialogue in fairy tales using quotation marks.		- Whisper (Definition: To speak very softly) - Explain the skill: "Quotation marks go around the words that are spoken." - Purpose of the skill: "Using quotation marks helps our readers know when characters are talking." - Teacher examplar: "I think there's a secret door behind the bookshelf," [Student name] whispered to [Student name]. Jack whispered back, "Do you hear that strange noise?"
6	M	9/30		K3	**SL.2.2 RI.2.3 L.2.5,a RI.2.2 W.2.8**	I can explain religion as a key component of a civilization and describe important aspects of Hinduism I can describe the five components of an early Asian civilization I can gather information to preplan for an informative writing piece	1.1	- existence, n. life - Hinduism, n. a religion that began in India and is the third-largest religion in the world - represents, v. stands for; represents - sacred, adj. holy; something used in the worship of God or gods - ancient India—India and Pakistan were just one country - the Indus River and the Ganges River were two rivers important during the development of the ancient Indian civilization
	T	10/1		K4	**SL.2.1 RL.2.1 L.2.5,a RL.2.2**	I can identify trickster tales as a type of fiction, and be able to describe the characters, plot, and setting of the story I can identify personification and sequence events from a trickster tale	4.1	- contrary, n. the opposite of what was said or done earlier - devour, v. to eat very quickly; to gobble up - distracted, adj. unable to focus or concentrate on something - pious, adj. religious - unjust, adj. not right or fair - Hinduism, a religion practiced widely in India and the third-largest religion in the world - there are priests in Hinduism, and that these priests are called Brahmans - the spiritual force that Hindus believe is the source of all existence, or life; all of the Hindu gods and goddesses together represent Brahma - a folktale is a story that someone made up long, long ago and has been told again and again. It is also a trickster tale - Personification is when an animal, plant, or object acts like a human being
	W	10/2						
	TH	10/3				ELA CRQ3		
	F	10/4		W10	**ELA.2.C.1.1 ELA.2.C.1.2**	Today, we will learn how to write endings in fairy tales using conjunctions.		- Explain the skill: "Conjunctions like 'and,' 'but,' and 'or' help us join sentences and ideas." - Purpose of the skill: "Using conjunctions makes our writing smoother and helps our readers understand the connections between our ideas." - Teacher examplar: "[Student name] had a weird feeling in her/his gut but she/he went into the the dark, gloomy castle anyways. Once inside, she/he saw her/his friends waiting to surprise her/him. She laughed gleefully and hugged everyone."
7	M	10/7		K5	**SL.2.2 RL.2.3 L.2.5,a W.2.3 L.2.1d**	I can describe the characters and plot of a poem I can write a simile comparing a part of an elephant to another object I can form and use the past tense of frequently occurring irregular verbs	5.1	- bawl, v. to cry out loudly - grope, v. to search or reach for something blindly or uncertainly - marvel, n. something that makes you feel wonder, surprise, or admiration - observation, n. the act of paying close attention to or studying something - resembles, v. looks like or is similar to something - a trickster tale is a type of fiction - (the side/body to a wall; the tusk to a spear; the trunk to a snake; the knee to a tree; the ear to a fan; and the tail to a rope - verbs are action words, or words that describe doing something - action words can be used to show whether something is happening now, whether something already happened, and whether something is over and done with - when writing about actions that have already happened, you usually add –ed to the end of the action word. The end of the action word for something that already happened usually sounds like /t/, /d/, or /ed/, depending on what sound the action word ends in - there are some verbs or action words that are irregular, which means not regular, when used to say something has already happened
	T	10/8		K6	**SL.2.2 RI.2.3 L.2.5,a W.2.5**	I can recall the important elements of Hinduism I can describe the importance of Diwali	6.1	- archer, n. someone who shoots with a bow and arrow - custom, n. something a person or group does regularly or over a period of time - Diwali, n. a Hindu festival celebrated in October or November each year that involves the lighting of many lamps and candles - prosperity, n. success; good fortune - Ganges River is scacred to Hindu People - Brahma, Vishnu, and Shiva are the three most important gods in Hinduism
	W	10/9						

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Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
	TH	10/10		W11	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn how to use sensory details in fairy tales using adverbs.		- Explain the skill: "Adverbs add detail to our writing and help our readers imagine what is happening." - Purpose of the skill: "Using adverbs makes our writing more interesting and vivid." - Teacher exemplar: "The frog gently jumped into the water. it swam gracefully beneath the lily pads."
	F	1011		W12	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn how to use figurative language in fairy tales using similes.		- Sparkle (Definition: To shine brightly with flashes of light) - Explain the skill: "Similes help make our writing more vivid and interesting." - Purpose of the skill: "Using similes helps our readers imagine what we're describing in a fun way." - Teacher Exemplar: She was ready for the ball, and her dress sparkled like the sun. "I can't wait to dance all night," she said gleefully.
8	M	10/14	Unit 2	K7	SL.2.2 RI.2.3 L.2.5,a L.2.4 W.2.8	I can identify important aspects of Hinduism I can explain religion as a key component of a civilization and describe important aspects of Buddhism I can gather information to preplan for an informative writing piece	7.1	- Buddhism, n. an important world religion that honors Buddha and his teachings - conquer, v. to overcome something by mental or physical force - suffering, n. misery or pain - venture, v. to do something despite a possible danger or risk - In Buddhism when someone receives enlightenment, it means the person gains a greater understanding of life, no longer desires, or wants, worldly goods, and is then believed to be free from suffering.
	T	10/15		K8	SL.2.1 RI.2.3 L.2.5,a RI.2.2	I can explain the importance of rivers to the development of the ancient Chinese civilization and describe contributions made by people I can describe the five components of early Chinese civilizations	8.1	- plateaus, n. high, wide, flat ground - silt, n. a mixture of soil, sand, and clay - sorrow, n. deep suffering or pain that comes from a loss - Yangtze River, n. the longest river in China - Yellow River, n. a river that flows through China's northeastern lands - China today has the largest population in the world: over one billion people, with even more people than India, which also has more than one billion people - early civilization in ancient India began near a river, the Indus River - The Yellow River often causes China's people sadness and pain when it floods. - The Yangtze River is named after an ancient place that was near the river - Its fertile valley is sometimes called "China's rice bowl" because its temperate climate or type of weather that is neither extremely hot nor extremely cold throughout the year is perfect for growing rice - The Yangtze does not flood as much as the Indus or Yellow Rivers. The early Chinese farmed along the Yangtze and Yellow Rivers, whereas the early Indians farmed along the Indus
	W	10/16						
	TH	10/17				ELA QA1		
	F	10/18		W13	ELA.2.C.1.1 ELA.2.C.1.2	Today, we will learn how to revise our fairy tales using contractions.		-Explain the skill: "Contractions make our writing sound more natural and help us write faster." - Purpose of the skill: "Using contractions makes our writing more conversational and easy to read." - Curious: Wanting to learn or know more about something. - Teacher exemplar: [Student Name] was curious about what lay beyond the hills, so he/she didn't hesitate to start his/her journey. "I can't wait to see what's out there,"he/ she thought excitedly.
9	M	10/21		K9	SL.2.2 RI.2.3 L.2.5,a W.2.7	I can describe contributions made by the people of ancient China	9.1	- character, n. a symbol or picture used in a system of writing - durable, adj. something that is strong and made to last for a very long time - remarkable, adj. uncommon or extraordinary - Chinese writing was developed long ago and is still used today - a title should be only a few words long and should summarize what the book is about
	T	10/22		K10	SL.2.6 RL.2.2 L.2.5,a W.2.7	I can describe elements of fiction in the folktale I can create a book about paper, writing, or calligraphy in ancient China	9.1	- cork, n. a stopper made out of the bark of a cork oak tree - praise, n. congratulations or compliments on a job well done - regret, v. to feel sorry about - scowl, n. a look of anger or disapproval
	W	10/23						
	TH	10/24		W14	ELA.2.V.1.1 ELA.2.C.3.1 ELA.2.C.1.2 ELA.2.C.1.1	Today, we will plan our own Fairy Tales. I will will use creative thinking to develop a beginning, middle, and end.		- Audacious -(Kid-friendly definition): Being bold and willing to take risks or try new things
	F	10/25		W15	ELA.2.V.1.1 ELA.2.C.3.1 ELA.2.C.1.2 ELA.2.C.1.1	Today, we will write our own Fairy Tales. .		- Audacious -(Kid-friendly definition): Being bold and willing to take risks or try new things
10	M	10/28				Regional PD | No school		
	T	10/29		k11	SL.2.1 RI.2.2 L.2.5,a W.2.8	Students will describe the silk-making process. [RI.2.2]	11.1	- barriers, n. obstacles that block something or someone's way - emerge, v. to come out or rise into view - plunged, v. to have fallen quickly or have been pushed with force - trade, n. the process of buying, selling, or exchanging goods - block printing, calligraphy, and paper were all developed in early Chinese history - when traders traveled along The Silk Roads for silk, the silk-making process was a secret
	W	10/30						
	TH	10/31		W1	ELA.2.C.1.2	Students will plan a personal or fictional narrative using a graphic organizer to ensure a logical sequence of events.		- Enormous - very, very big Understanding the importance of planning a narrative. Using a graphic organizer to plan the beginning, middle, and end of a story. Organizing thoughts in a logical sequence. Planning a story about finding something enormous.
	F	11/1		W2	ELA.2.C.1.2	Students will write the beginning of their narrative, introducing the setting and characters.		Introducing the setting and characters in the beginning of a narrative. Establishing when and where the story takes place. Setting up the context for the story about finding something enormous. Using descriptive language to make the beginning engaging.
11	M	11/4				G2 CRQ4.pdf		
	T	11/5						
	W	11/6						
	TH	11/7						
	F	11/8		W3	ELA.2.C.1.2	Students will write the middle part of their narrative, developing the plot with events in a logical sequence.		Developing the plot with main events in a logical sequence. Using transition words to connect events smoothly. Keeping the reader interested by detailing the events after finding the enormous item. Writing a coherent middle part of the narrative.
	M	11/11						

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Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
12	T	11/12		K13	SL.2.2 RI.2.3 L.2.5,a L.2.4 W.2.8	Students will describe the importance of Confucius's teachings. [RI.2.3]	8.1	- eager, adj. to have great interest in something or really want to do something - example, n. someone or something that serves as a model to be copied or followed - sages, n. people known for their wisdom and judgment - Emperor Qin helped China continue to develop as a civilization by building the Great Wall - One of his teachings was "never do to others what you would not like them to do to you." - Another one of his teachings said that, when a leader behaves correctly, they do not have to tell people what to do for them to behave correctly, too. But if a leader behaves incorrectly, when they tell others what to do, they might not follow those orders because the leader does not do them. - A saying that goes well with both of these teachings is "practice what you preach." This saying means that you should act the way you tell others to act.
	W	11/13						
	TH	11/14		W4	ELA.2.C.1.2	Students will write the ending of their narrative, providing a conclusion to their story.		Providing a clear and satisfying conclusion to the story. Wrapping up the events logically. Showing how the story about finding something enormous comes to an end. Ensuring the ending ties back to the beginning and middle parts.
	F	11/15		W5	ELA.2.C.1.2	Students will edit their narratives for spelling, punctuation, and grammar.		Editing for spelling, punctuation, and grammar mistakes. Ensuring the narrative is clear and easy to read. Making revisions to improve the overall quality of the story. Recognizing the importance of editing in the writing process.
13	M	11/18		K1	SL.2.2 L.2.4b L.2.5a W.2.7	Students will review the key components of a civilization and recount key details about the ancient Greek civilization. [SL.2.2] With assistance, students will record information about the ancient Greek civilization using a graphic organizer. [W.2.7]	1.1	- boundaries, n. edges; real or imaginary lines that form a border - contributions, n. helpful or important things or ideas that are shared and/or passed down through time - independently, adv. on your own; free from the control of other people or things - rugged, adj. rough; uneven - unique, adj. special; the only one of its kind
	T	11/19		K2	RL.2.1 SL.2.6 L.2.5a W.2.8 RL.2.7	Students will recount key details of the ancient Greek religion. [RL.2.1] With assistance, students will use a graphic organizer to identify elements of the ancient Greek civilization. [W.2.8]	1.1	- delightfully, adv. with great enjoyment or pleasure - longingly, adv. with great longing or desire - massive, adj. very large, heavy, and solid - messenger, n. someone who carries messages and does other errands, or jobs - summoned, v. called forth or requested to come - A civilizaqtion is a group of people living together in a well-organized way - a city state is an independent city and the surrounding area it controlled
	W	11/20						
	TH	11/21		ELA CRQ1				
	F	11/22		W6	ELA.2.C.1.2	Students will plan a personal or fictional narrative using a graphic organizer to ensure a logical sequence of events.		Understanding the importance of planning a narrative. Using a graphic organizer to plan the beginning, middle, and end of a story. Organizing thoughts in a logical sequence. Planning a story about a time you had to dash to get somewhere.
14	M	11/25		Thanksgiving Break				
	T	11/26						
	W	11/27						
	TH	11/28						
	F	11/29						
15	M	12/2		K3	SL.2.2 SL.2.6 L.2.5a W.2.8 RL.2.7	Students will recount key details of the ancient Greek religion. [SL.2.2] With assistance, students will record information about the ancient Greek civilization using a graphic organizer. [W.2.8]		- dedicate, v. to set aside as special; to offer up with respect and affection - grove, n. a group of trees growing or planted near one another - mission, n. a special job or task - spectacle, n. an eye-catching or amazing sight - the arrival of Dionysus was the reason the gods and goddesses were summoned by Zeus to Mount Olympu
	T	12/3		K4	SL.2.2 L.2.5b W.2.7 L.2.6	Students will recount key components of the ancient Greek civilization. [SL.2.2] Students will describe the Olympic Games of ancient Greece and explain how they have influenced the present. [SL.2.2]	1.1	- compete, v. to try hard to outdo others in a task, race, or other contest - determination, n. a firm decision to accomplish something - grand, adj. impressive; amazing - sacred, adj. holy; worthy of respect - victory, n. a triumph or win - "where there's a will, there's a way" is another way of saying that no matter how difficult a task may seem at first, if you have the determination to do it and the desire to work hard, you can always find a way to succeed or make something happen - the athletes who compete in the Olympic Games have to work very hard for a long time and be very determined
	W	12/4						
	TH	12/5		W7	ELA.2.C.1.2	Students will write the beginning of their narrative, introducing the setting and characters.		Introducing the setting and characters in the beginning of a narrative. Establishing when and where the story takes place. Setting up the context for the story about dashing to get somewhere. Using descriptive language to make the beginning engaging.
	F	12/6		W8	ELA.2.C.1.2	Students will write the middle part of their narrative, developing the plot with events in a logical sequence.		Developing the plot with main events in a logical sequence. Using transition words to connect events smoothly. Keeping the reader interested by detailing the events after starting to dash. Writing a coherent middle part of the narrative.
16	M	12/9		K5	SL.2.2 SL.2.4 L.2.5a W.2.7 L.2.1 L.2.3 RL.2.7	Students will explain what city-states in ancient Greek civilization were and why they developed. [SL.2.2] Students will describe the city-state Sparta and analyze the Spartan way of life. [SL.2.4]	1.1	- conquest, n. the act of conquering, or taking over something or someone; a win - council, n. group of people chosen to look after the interests of a group, town, or organization - permanently, adv. continuing in the same way without change; for all time - self-discipline, n. training to improve yourself, sometimes by giving up luxuries or comforts - Spartan, adj. harsh, strict, and uncomfortable
	T	12/10		PM 2 ELA				
	W	12/11		Make Up Testing				
	TH	12/12		PM 2 MATH				
	F	12/13		W9	ELA.2.C.1.2	Students will write the ending of their narrative, providing a conclusion to their story.		Providing a clear and satisfying conclusion to the story. Wrapping up the events logically. Showing how the story about dashing to get somewhere comes to an end. Ensuring the ending ties back to the beginning and middle parts.

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Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
17	M	12/16	Unit 3	K6	RI.2.1 L.2.5a W.2.7	Students will locate Athens on a map and explain why it is named after the goddess Athena. [RI.2.1]	1.1	- blessing, n. a divine or holy gift - ideal, adj. perfect - ignite, v. to set fire to something; to catch fire - overjoyed, adj. overflowing with joy or happiness - swiftly, adv. very quickly - he Athenians showed their devotion to the goddess Athena by building a magnificent structure called the Parthenon - this temple had a statue of Athena in it, just as all of the temples of the gods and goddesses had statues - the style of the Parthenon can be seen in many U.S. government buildings today, such as the Lincoln Memorial in Washington, D.C. Place
	T	12/17		K7	RI.2.1 L.2.5a W.2.1	Students will describe the city-states Sparta and Athens. [RI.2.1] Students will explain the origins of democracy. [RI.2.1]	7.1	- achieve, v. to do something successfully, especially after a lot of effort - architecture, n. the style in which buildings and other structures are designed - assembly, n. a group or meeting of many people - debated, v. discussed or argued different points of view - democracy, n. a way of governing, or ruling, that gives the people the power to choose their leaders and help create their own laws - The people of Sparta fought in a long and hard war to gain more land and food, and decided they wanted to make sure that didn't happen again, so they decided to train hard to become the best soldiers so no one could defeat them. - The goddess Athena offered the Athenians the blessing of olive trees in return for their devotion. The people of Athens named the city after her
	W	12/18						
	TH	12/19		W10	ELA.2.C.1.2	Students will edit their narratives for spelling, punctuation, and grammar.		Editing for spelling, punctuation, and grammar mistakes. Ensuring the narrative is clear and easy to read. Making revisions to improve the overall quality of the story. Recognizing the importance of editing in the writing process.
	F	12/20		Early Release				
18	M	12/23		WINTER RECESS				
	T	12/24						
	W	12/25						
	TH	12/26						
	F	12/27						
19	M	12/30						
	T	12/31						
	W	1/1						
	TH	1/2						
	F	1/3						
20	M	1/6		Regional PD | No school			
	T	1/7		K8	W.2.7 SL.2.2 L.2.5a W.2.	Students will summarize the main events and explain the significance of the Battle of Marathon. [SL.2.2]	8.1	- avoid, v. to steer clear of or keep away from - marathon, n. a footrace measuring a little more than twenty-six miles; any long-distance race or endurance contest - mercy, n. an act of compassion or kindness - purposely, adv. to do something with deliberate planning - tribute, n. a gift or compliment that is given to honor the contribution(s) of a particular person or group - a contribution is something that is shared or passed down over time because it is considered helpful and good - Athens was the birthplace of democracy, a type of government we have today - The people of that civilization were called the Persians. The Persians were ruled by a king named King Darius [/da*rie*as/].
	W	1/8						
	TH	1/9		W11	ELA.2.C.1.2	Students will plan a personal or fictional narrative using a graphic organizer to ensure a logical sequence of events.		Understanding the importance of planning a narrative. Using a graphic organizer to plan the beginning, middle, and end of a story. Organizing thoughts in a logical sequence. Planning a story about a character who is greedy and the lesson they learn.
	F	1/10		W12	ELA.2.C.1.2	Students will write the beginning of their narrative, introducing the setting and characters.		Introducing the setting and characters in the beginning of a narrative. Establishing when and where the story takes place. Setting up the context for the story about a greedy character. Using descriptive language to make the beginning engaging
21	M	1/13		K9	SL.2.2 L.2.5a,b	Students will summarize the main events and explain the significance of the Battle of Thermopylae. [SL.2.2]		- channel, n. a sailable route between two bodies of water - defeating, v. winning a battle or contest against another person or group - deserted, v. abandoned or left behind - fate, n. the final outcome or result of something; destiny - prefer, v. to choose or like something more than something else
	T	1/14		K10	SL.2.2 L.2.5a W.2.3	Students will analyze the contributions of Greek philosophers. [SL.2.2] With assistance, students will use a graphic organizer to plan a fictional narrative. [W.2.3]	10.1	- affection, n. fondness or liking - astonishing, adj. causing surprise or amazement - marvelous, adj. excellent or wonderful - philosopher, n. someone who seeks to understand and explain people and the world in which they live - proof, n. evidence or facts that support that something is true - throughout time, many people have wondered about the world and have tried to understand and explain its relationship with the people who live in it - "practice what you preach" the literal meaning of this proverb is that you should behave or live your life in the same way that you tell others they should act - a narrative is a story
	W	1/15		i-Ready Reading MOY				
	TH	1/16		ELA QA2				
	F	1/17						
	M	1/20		MLK DAY | NO SCHOOL			
	T	1/21		K11	RI.2.1 L.2.5a W.2.3	Students will recall why Socrates, Plato, and Aristotle are still remembered today. [RI.2.1] With assistance, students will write a draft of a fictional narrative. [W.2.3]	11.1	- ambitious, adj. having a strong desire for success or achievement - devoted, adj. feeling strong loyalty or commitment - retreat, v. to withdraw or go back - tame, v. to train to obey people - Plato, Socrates, and Aristotle: these three men were also great leaders of thought. They were not political leaders like Pericles, but they were still important people in their communities who showed leadership
	W	1/22		i-Ready Math MOY				

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Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
22	TH	1/23		W13	ELA.2.C.1.2	Students will write the middle and end of their narrative, developing the plot with events in a logical sequence and providing a conclusion.		Developing the plot with main events in a logical sequence. Using transition words to connect events smoothly. Concluding the story by providing a resolution. Writing a satisfying ending that shows how the greedy character learns a lesson.
	F	1/24		W14	ELA.2.C.1.2	Students will edit their narratives for spelling, punctuation, and grammar.		Editing for spelling, punctuation, and grammar mistakes. Ensuring the narrative is clear and easy to read. Making revisions to improve the overall quality of the story. Recognizing the importance of editing in the writing process.
23	M	1/27		K1	RL.2.5 L.2.5.a W.2.8	Students will explain why the Greek myths are considered fiction. Students will demonstrate an understanding of the Tier 2 words spectators and participants. Students will record key information about Zeus in a journal.	1.1	- glimpse, n. a brief or quick look - sanctuary, n. a holy place - securely, adv. tightly or firmly - spectators, n. observers; people watching an event - tending, v. taking care of, or caring for, someone or something - the ancient Greeks believed in many gods and goddesses and that they lived on Mount Olympus - The Greeks believed that the most powerful of these gods and goddesses lived in a palace on the very top of Mount Olympus, the highest mountain in Greece.
	T	1/28		K2	SL.2.2 L.2.5.a RL.2.2 RL.2.6	Students will identify what "Prometheus and Pandora" tries to explain. [SL.2.2] Students will demonstrate understanding of the Tier 2 word amusing. [L.2.5a] Students will sequence and retell the story of "Prometheus and Pandora." [RL.2.2] Students will record key information about a character's point of view from the Greek myth "Prometheus and Pandora" in a journal. [RL.2.6]	2.1 2.2	- amusing, adj. pleasantly funny or entertaining - foresight, n. the act of thinking ahead - hindsight, n. the realization that past situations could have been handled differently - ridiculous, adj. laughable and silly; unreasonable - terrifying, adj. frightening; full of terror - A god or goddess is believed to be immortal, or never dies, and has supernatural powers, whereas a human being is mortal and does not have magical powers.
	W	1/29						
	TH	1/30		Skills Unit 4 Lesson 12	L.2.1.a L.2.2.a L.2.2.b W.2.	Students will use a planning template to brainstorm ideas for a persuasive argument and then use these ideas to write a draft of a persuasive letter. [L.2.2b; W.2.1]	12.2	- common nouns identify general people, places, or things, and are always written starting with a lowercase letter, whereas proper nouns identify specific people, places, or things, and are always written starting with an uppercase letter - many times we write names with a title in front of the person's last name as a sign of respect - the title always begins with a capital letter - Mr. is the title for a married or unmarried man and that Ms. is the title for a married or unmarried woman - Mrs. as a title for a married woman and Miss as a title for an unmarried woman - Mr., Mrs., and Ms. are all abbreviated (or shortened) forms of other words, so a period follows each title. Miss is a complete word and needs no period at the end
	F	1/31		Skills Unit 4 Lesson 13	L.2.1.a L.2.2.a,b,c W.2.1	Students will use a planning template to brainstorm ideas for a new persuasive argument, use these ideas to write a draft of a persuasive letter, and use an editing checklist to review the draft. [L.2.2b; W.2.1]	13.1	- the titles Mr., Ms., and Mrs. are abbreviated (or shortened) titles, so a period follows each title, but Miss is a complete word and needs no period at the end - common nouns identify general people, places, or things, and are always written starting with a lowercase letter, whereas proper nouns identify specific people, places, or things, and are always written starting with an uppercase letter
24	M	2/3		K3	RL.2.2 RL.2.9 L.2.5.a L.2.4 W.2.8	Students will explain the purpose of a myth and identify events myths explain. [RL.2.2] Students will compare and contrast two Greek myths. [RL.2.9] Students will demonstrate an understanding of the Tier 2 word retrieve. [L.2.5a] Students will demonstrate an understanding of the multiple meaning word pine. [L.2.4] Students will record key information about a character from the Greek myth "Demeter and Persephone" in a journal. [W.2.8]	3.1	- bountifully, adv. in great amount or bounty; abundantly - despair, v. to lose, give up, or be without hope - pine, v. long for; desire to have - retrieve, v. to rescue; to bring back - spirited, v. carried off mysteriously or secretly - Poseidon, the god of the sea; Ares, the god of war; and Aphrodite, the goddess of love - Demeter [/da*mee*ter/] was the goddess of the harvest and agriculture, or farming. - Demeter had a daughter named Persephone [/per*sef*ə*nee/] - Persephone was known by all of the gods and goddesses on Mount Olympus as a beautiful girl
	T	2/4		CRQ 7 ELA				
	W	2/5						
	TH	2/6						
	F	2/7		Skills Unit 4 14	L.2.1d L.2.2b W.2.1	Students will complete fill-in-the-blank sentences with the correct form of the present tense of the verb to be and will identify present tense forms of the verb to be in written sentences. [L.2.1d] Students will use a planning template to brainstorm ideas for a new persuasive argument, use these ideas to write a draft of a persuasive letter, and use an editing checklist to review the draft. [L.2.2b; W.2.1]	14.1 14.2	- the verb is "is" about he but it does not show action, like runs or jumps. It is one form of the special verb to be.
	M	2/10		K4	RL.2.2 L.2.5 L.2.5.a SL.2.2	Students will evaluate what "Arachne the Weaver" explains about nature and the lesson it teaches. [RL.2.2] Students will demonstrate an understanding of the Tier 2 word flattered and generate related words. [L.2.5] Students will demonstrate an understanding of the word features. [L.2.5a] In a small group, students will illustrate one event from "Arachne the Weaver" to create a class summary.[SL.2.2]	N/A	- arachnids, n. a class of animals that are carnivorous and have a two segmented body, eight legs, and no antennae or wings (e.g., spiders, scorpions, mites, ticks, and daddy-longlegs) - flattered, v. complimented; paid positive attention to - stern, adj. harsh, firm, or strict - superior, adj. higher in position or quality - a weaver is someone who combines strands of thread or yarn in an alternating pattern in order to make cloth. - an arachnid belongs to a class of animals that are carnivorous and have a two-segmented body, eight legs, and no antennae or wings - Athena was actually the goddess of all handicrafts, not just weaving

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
25	T	2/11		K5	SL.2.4 RL.2.1 RL.2.3 L.2.5a RL.2.1	Students will retell a myth using temporal and causal words. [SL.2.4] Students will identify key information about Greek myths to be recorded in a graphic organizer. [RL.2.1] Students will describe the main characters of a myth and explain the characters' actions. [RL.2.3] Students will demonstrate an understanding of the Tier 2 word unraveling. [L.2.5a] Students will identify key information about Greek myths to be recorded in a graphic organizer. [RL.2.1]	5.1	- convinced, v. persuaded; brought someone to a certain opinion - labyrinth, n. maze - sneered, v. made a face that showed dislike - unraveling, v. unwinding; coming apart - vaulted, v. jumped over something tall and large - temporal words when retelling: first, next, then, last, finally, because, so then, etc - Myths are fictional stories from ancient times; may try to explain events or things in nature; may teach a lesson; usually has characters that are gods or goddesses, humans, and creatures - Prince Theseus [/thee*seeas/] was the son of the ruler of Athens, King Aegeus
	W	2/12						
	TH	2/13		Skills Unit 4 L15	L.2.2b W.2.1	Students will review and edit the previously completed persuasive letter draft, using the editing checklist. [L.2.2b; W.2.1]	14.2 14.3	Activity Page 14.4 for editing
	F	2/14	Unit 4	Skills Unit 4 L16	L.2.2b W.2.1	Students will use a planning template to write ideas for a persuasive letter, will use a persuasive letter template to write a draft of a persuasive letter, and will use an editing checklist to edit the draft. [L.2.2b; W.2.1]	14.2 14.3	State Your Opinion: Clearly say what you want or believe. Give Reasons: Share 2-3 reasons to support your opinion. Use Examples: Include examples to make your reasons stronger. Be Polite: Use kind words like "please" and "thank you." End Strong: Repeat your opinion and ask the reader to act.
26	M	2/17		PRESIDENT'S DAY | NO SCHOOL				
	T	2/18		K6	RL.2.3 L.2.5a L.2.1e RL.2.2	Students will describe the main characters of a myth and explain the characters' actions. [RL.2.3] Students will demonstrate an understanding of the Tier 2 word proof. [L.2.5a] Students will use adjectives to describe images. [L.2.1e] Students will summarize a Greek myth in a journal. [RL.2.2]	6.1 6.2	- currents, n. strong flows of air or water - desperately, adv. frantically or wildly; with a sense of panic and need - plummeted, v. fell straight down - proof, n. evidence that something is true - sill, n. the horizontal piece at the bottom of a window or door - Daedalus faced a challenge to build a labyrinth for King Minos - King Minos of Crete was upset with Daedalus for helping the young hero Theseus defeat the Minotaur and escape from Crete with Minos's daughter, Princess Ariadne - He and Icarus would set breadcrumbs on the sill or the horizontal piece at the bottom of the tower's high window to attract sea birds - Using the flames of the candles for heat, he melted and shaped the wax they had saved, inserted into it the feathers they had hidden, and tied it all with thread.
	W	2/19						
	TH	2/20		Skills Unit 5 Lesson 10:	L.2.2d L.2.1	Students will spell dictated words featuring /ie/ > 'igh' and 'y,' and the Tricky Word kingdom. [L.2.2d] Students will read and correctly identify the subjects and predicates of sentences. [L.2.1]	10.2	A Sentence Tells a Complete Thought A sentence shares an idea, a feeling, or information. A Sentence Starts with a Capital Letter Always begin your sentence with a big (capital) letter. A Sentence Ends with Punctuation Use a period (.), a question mark (?), or an exclamation mark (!) at the end. A Sentence Has a Subject and a Verb The subject tells who or what, and the verb tells what they do
	F	2/21		Skills unit 5 Lesson 17 Writing: Plan Narrative Endings	L.2.1d L.2.2 W.2.3 RL.2.5	Students will identify the verbs in sentences, will distinguish between the present and past tense, and will provide the present- and past-tense versions of verbs. [L.2.1d; L.2.2] Students will brainstorm an alternative ending to a chapter from Sir Gus, and will write a new ending for the chapter. [W.2.3; RL.2.5]	17.1	- to kinds of verbs: action and to be - Verb Tenses Show Time - Verbs tell when something happens: past (already happened), present (happening now), or future (will happen). - Past Tense Verbs End in -ed (Most of the Time) Example: walk → walked, jump → jumped. Some verbs are special and change completely, like go → went. - Future Tense Uses "Will" Add "will" before the verb to show something that will happen. Example: "I will play tomorrow." - past tense means something has already happened and is over and done. - Present tense means something is currently taking place
27	M	2/24		K7	RL.2.3 L.2.1e W.2.3	Students will analyze characters from Greek myths and describe their actions. [RL.2.3] Students will demonstrate understanding of the Tier 2 word aimlessly. [L.2.1e] Students will use graphic organizers to plan writing their own myths. [W.2.3]	7.1 7.2	- aimlessly, adv. without purpose or plan - commotion, n. a noisy confusion or fuss - dreadful, adj. terrible or extremely unpleasant - a hero is a courageous person who is admired for doing amazing or outstanding things - a female hero is called a heroine - Theseus is a hero in "Theseus and the Minotaur" because he defeats the Minotaur and finds his way out of the labyrinth. He is a hero to the Athenians because they no longer have to send fourteen people into the labyrinth every nine years - Hercules was the mightiest of heroes and son of Zeus
	T	2/25		K8	RL.2.7 L.2.5a W.2.3	Students will use information from the text to make predictions about the events of a Greek myth. [RL.2.7] Students will demonstrate understanding of the Tier 2 word guidance. [L.2.5a] Students will write a draft of a myth. [W.2.3]	8.2	- accurate, adj. factual, true, without error - guidance, n. advice or help - immeasurable, adj. impossible to measure - reputation, n. other peoples' general opinion of a person - trample, v. stomp or beat down with the feet - Theseus suggested Hercules go to Apollo for guidance - Apollo is known for as the god of light; Apollo is also known for being the god of wisdom and truth
	W	2/26						
	TH	2/27		Skills Unit 5 Lesson 18 Writing: Plan a Narrative Ending	W.2.3 W.2.5	Students will work in pairs to brainstorm alternative endings to the story "Fire!" [W.2.3; W.2.5]	18.2	- Think About What Could Happen Next Imagine new possibilities or surprises that could change the ending of the story. - Stay True to the Characters and Setting Make sure the new ending matches how the characters act and where the story takes place. Add a Twist or a Lesson - Your new ending can include an unexpected event or a meaningful message to make it exciting or thoughtful.

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
	F	2/28		Skills Unit 5 Lesson 19 Draft and Edit A Narrative Ending	L.2.1; RF.2.3a,b L.2.1 W.2.3 W.2.5	Students will identify verbs in oral sentences as present or past tense and will identify the vowel sound and spelling in each verb. [L.2.1; RF.2.3a,b] Students will convert present-tense verbs to the future tense. [L.2.1] Students will work in pairs to write a new ending to a story from Sir Gus, and will use an editing checklist to edit the new ending. [W.2.3; W.2.5]	19.1 19.2 19.3	- Verbs tell when something happens: past (already happened), present (happening now), or future (will happen). - the future tense is made by adding the word will in front of the base form of the verb: I swim. > I will swim. The future tense indicates the action will happen at some time in the future; it is going to happen
28	M	3/3		K9	RL.2.2 L.2.5.a L.2.1e W.2.3 W.2.5	Students will use details from a text to identify the central message of a myth. [RL.2.2] Students will demonstrate understanding of the Tier 2 words insisted, insistent, and insistently. [L.2.5a, L.2.1e] Students will edit a draft of their myths. [W.2.3, W.2.5]	8.1 9.1	- encountering, v. unexpectedly meeting; coming upon - insisted, v. ordered or demanded something - posed, v. presented; suggested - a riddle is. a tricky question or statement, a guessing game - In Thebes lived a horrible monster called the Sphinx - the Theban Sphinx had the face and neck of a human woman and a lion's body
	T	3/4		K10	RL.2.3 L.2.5.a W.2.3 W.2.6 SL.2.4	Students will analyze the characters' reactions to events in the myth "Atalanta and the Golden Apples." [RL.2.3] Students will demonstrate an understanding of the Tier 2 word resist. [L.2.5a] Students will publish their Greek myths. [W.2.3, W.2.6] Students will share their Greek myths with peers. [SL.2.4]	8.1 9.1	- resist, v. to turn down or say no to something - skilled, adj. gifted and able - terms, n. rules or conditions - tremendously, adv. greatly or enormously - Atalanta was the fastest runner in the world - Eros, Aphrodite's son, shot a love arrow at Hippomenes and he instantly fell in love with Atalanta as she ran by him - the goddess of love, Aphrodite - The goddess presented Hippomenes with three apples made of purest gold that shone almost as brightly as the sun
	W	3/5						
	TH	3/6						
	F	3/7		QA3				
29	M	3/10		K1	SL.2.1 RI.2.3 L.2.5 L.2.5.a W.2.2	Students will review important events in American history that occurred prior to the War of 1812. [SL.2.1] Students will explain how the war between France and Great Britain affected the new United States. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word represent. [L.2.5, L.2.5a] Students will create a portrait and write information about themselves. [W.2.2]	1.1	- blockaded, v. stopped people or supplies from coming into or going out of a country - represent, v. to speak for or take action in place of someone else - seize, v. to use official power to take something - trade, n. the business of buying and selling goods - America gained independence from Great Britain after the Revolutionary War - thirteen original colonies lwere located along the eastern coast of North America - the Boston Tea Party was an event in which the colonists dumped British tea into the Boston Harbor so that the British lost tea and money. It was an important event leading up to the Revolutionary War - a democracy, and the people, not a king, were in charge of the government.
	T	3/11		K2	SL.2.2 RI.2.1 L.2.5 L.2.5.a W.2.1	Students will review some of the causes of the War of 1812. [SL.2.2] Students will identify additional causes of the War of 1812 explained in "America in 1812, Part II." [RI.2.1] Students will demonstrate an understanding of the Tier 2 word patience. [L.2.5, L.2.5a] In small groups, students will prepare a persuasive speech. [W.2.1]	2.1 2.2 2.3	- abandon, v. to stop doing something; to give up entirely - committee, n. a group of people who come together to complete a task or make decisions - patience, n. the ability to wait for a long time without being upset - suspicious, adj. having doubts or a feeling that something is wrong - treaty, n. a formal agreement between countries - Thomas Jefferson, the third president, the country purchased the Louisiana Territory, doubling the size of the United States - the French & British blockaded important U.S. ports during the War of 1812 - when George Washington was president of the United States, he coordinated an agreement between the United States and Great Britain. The British promised not to do anything to bother U.S. ships and interfere in their trade business. The agreement was signed by both countries. An official agreement like this, signed by two countries, is called a treaty.
	W	3/12						
	TH	3/13		Test Prep Begins during Writing				
	F	3/14						
30	M	3/17		K3	SL.2.1 RI.2.3 L.2.5 L.2.5.a L.2.4 L.2.4c W.2.1	Students will review the causes of the War of 1812. [SL.2.1] Students will describe the connection between James and Dolley Madison and what was happening in the United States in 1812. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word magnificent. [L.2.5, L.2.5a] Students will generate words using the suffixes –ful and –less. [L.2.4, L.2.4c] In small groups, students will write persuasive speeches either for or against going to war in 1812. [W.2.1]	3.1	- citizens, n. people who belong to a country either because they were born there or because they were declared members of that country by law, and who are given certain rights by that country - govern, v. to rule over or be responsible for making decisions for a nation - looming, v. threatening to happen; hinting that something bad or negative is going to happen - magnificent, adj. great, beautiful, or impressive - topics, n. the main subjects of a discussion, paper, or project - the Constitution was written to explain how the United States should be governed - The Founding Fathers were the men who helped write the Constitution - James Madison helped write the Constitution and is known as "the Father of the Constitution." - The events that led up to the War of 1812: The British blockaded U.S. ports, impressed sailors, stole U.S. cargo, broke a treaty with the United States, attacked the USS Chesapeake, and armed Native Americans
	T	3/18	Unit 5	K4	RI.2.9 RI.2.2 L.2.5 L.2.5.a L.2.4 SL.2.4	Students will record information from "Mr. and Mrs. Madison" on a T-Chart. [RI.2.9] Students will explain the importance of waterways in the War of 1812. [RI.2.2] Students will demonstrate an understanding of the Tier 2 word economy. [L.2.5, L.2.5a] Students will present a persuasive speech. [SL.2.4]	3.1 4.1 4.2	- assumptions, n. things that are believed to be true or probably true, but that are not known to be true - economy, n. the system in which people buy, sell, or trade items or thei services - launch, v. to begin - surrender, v. to give up or stop fighting and allow the other side to win - vulnerable, adj. exposed to danger or harm - "James Madison": grew up in Virginia on a plantation known as Montpelier; liked to read as a child; attended the College of New Jersey (now known as Princeton); enjoyed learning Greek and Latin; became a leader in the House of Burgesses; was shy and quiet; married Dolley Payne Todd; helped write the Constitution; is known as the Father of the Constitution; was Thomas Jefferson's secretary of state; was the fourth president of the United States; tried to get Great Britain to stop forcing sailors into the British navy; asked Congress to declare war on Great Britain in 1812. - "Dolley Madison": had been married before meeting James Madison and had two sons; her first husband and one son died; was a cheerful and outgoing person; moved to Montpelier after marrying James Madison; was a good hostess; was the first wife of a president to be called "First Lady"; had magnificent parties; helped design the interior of the White House.
	W	3/19						
	TH	3/20		Test Prep				

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
	F	3/21				Test Prep		
31	M	3/24		Spring Break				
	T	3/25						
	W	3/26						
	TH	3/27						
	F	3/28						
32	M	3/31		Regional PD | No school				
	T	4/1		K5	**SL.2.2** **RI.2.2** **L.2.5, L.2.5a** **RI.2.3**	Students will explain how the United States benefited from its greater familiarity with its waterways during the War of 1812. [SL.2.2] Students will identify the main topic of "The Attack on Washington, D.C." [RI.2.2] Students will demonstrate an understanding of the Tier 2 word quench. [L.2.5, L.2.5a] Students will sequence events from the War of 1812 using time order words (first, next, then, last). [RI.2.3]	5.1 5.2	- canvas, n. a special piece of material on which artists paint - delicate, adj. easily broken or damaged - perched, v. sat on top of something, especially on a place from which it is easy to fall - quench, v. to put something out, or to lessen or reduce it
	W	4/2						
	TH	4/3				Test Prep		
	F	4/4		K6	**SL.2.2** **L.2.5, L.2.5a** **RI.2.3**	Students will summarize the events involved in the British attack on Washington, D.C., in 1814. [SL.2.2] Students will explain the origins of "The Star-Spangled Banner." [SL.2.2] Students will demonstrate an understanding of the Tier 2 word inspired. [L.2.5, L.2.5a] Students will sequence the events from the Battle of Baltimore using time order words (first, next, then, last). [RI.2.3]	6.1	- confident, adj. believing you can do something - fort, n. a strong building used to protect soldiers - inspired, v. caused someone to do or think something, especially something creative - port, n. a place on the coast that has a harbor in which ships can dock - withdrew, v. moved away or backed off from a place
33	M	4/7		K7	**RI.2.1** **RI.2.2** **L.2.5, L.2.5a** **SL.2.2**	Students will summarize the events of the Battle of Baltimore. [RI.2.1] Students will explain why the War of 1812 is often called America's second war for independence. [RI.2.2] Students will demonstrate an understanding of the Tier 2 word astonished. [L.2.5, L.2.5a] Students will listen to a recording of "The Battle of New Orleans" and summarize its key ideas. [SL.2.2]	N/A	- astonished, adj. feeling surprise or amazement - retreated, v. moved backward to avoid danger - strategically, adv. carefully planned to meet a specific goal - truce, n. an agreement to stop fighting or arguing
	T	4/8		K8	SL.2.2 RI.2.3 L.2.5, L.2.5a W.2.7	Students will review the role Andrew Jackson played in the War of 1812. [SL.2.2] Students will explain the connection between privateers and the War of 1812. [RI.2.3] Students will demonstrate an understanding of the Tier 2 words dejected and jubilant. [L.2.5, L.2.5a] In small groups, students will research basic information about people and events from the War of 1812. [W.2.7]	8.1	- ancestors, n. people in someone's family from the past - dejected, adj. very sad - jubilant, adj. very happy - navigator, n. someone who plans a route from one place to another, or who guides a car, ship, plane, etc., in the right direction - patriots, n. people who love and support their country - when researching it's important to answer the questions: Who? What? Where? When? and Why?
	W	4/9						
	TH	4/10				Test Prep		
	F	4/11		K1	SL.2.1 RI.2.3 L.2.5a	Students will provide examples of cycles. [SL.2.1] Students will explain how the rotation of the earth causes daytime and nighttime. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word stage. [L.2.5a] Students will observe and describe how the rotation of the earth causes daytime and nighttime. [RI.2.3]	1.1	- axis, n. a real or imaginary central line around which an object spins - cycle, n. the period of time it takes to complete a sequence of events - rotating, v. turning around a central point - stage, n. a particular time in the growth of something - thrive, v. grow and develop well
34	M	4/14		K2	L.2.5,a RI.2.3 SL.2.4 RL.2.4	Students will demonstrate an understanding of the words rotation and revolutionas they apply to the movement of Earth. [L.2.5] Students will explain how the tilt of the earth affects the northern seasons. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word tilt. [L.2.5a] Students will observe and describe how the revolution and tilt of the earth cause seasons. [SL.2.4] Students will describe how a poet's use of rhyme adds to the meaning of a poem.[RL.2.4]	1.1	- equator, n. an imaginary line that divides Earth into the Northern and Southern Hemispheres - hemisphere, n. half of Earth as divided north and south by the equator or east and west by the Prime Meridian. - revolves, v. moves in a circular path around an object - tilt, v. to slant or place at an angle - a cycle is a sequence of events or stages that repeats again and again - we have the cycle of daytime and nighttime because the Earth rotates; when it is facing the sun we have daylight and when it is facing away from the sun we have nighttime or darkness - it takes twenty-four hours, or one whole day and one whole night, for Earth to rotate once on its axis - 'rotation' describes how the earth moves on its axis - Earth moves in another way, called revolution. The earth moves, or revolves, in an almost circular path around the sun. Earth makes one revolution, or orbit, around the sun about every 365 days, or every year
	T	4/15		K3	RI.2.1 RI.2.3 L.2.5b L.2.4d	With assistance, students will use a graphic organizer to analyze the four seasons. [RI.2.1] Students will describe how the seasons in the Northern Hemisphere affect plants and animals. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word adapt. [L.2.5b] Students will identify and generate compound words. [L.2.4d] With assistance, students will use a graphic organizer to analyze the four seasons. [RI.2.1]	1.2	- absorbed, v. took in or soaked up - adapt, v. to adjust or change to better suit one's environment - migrate, v. to move from one place to another - minimum, n. the least amount possible - photosynthesis, n. when plants use sunlight to turn water and air into food

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
	W	4/16						
	TH	4/17						
	F	4/18		Test Prep				
35	M	4/21	Unit 6	K4	SL.2.2 RI.2.3 L.2.5a W.2.3	Students will review how the earth's revolution and tilt cause the four seasons. [SL.2.2] Students will describe the life cycle of a flowering plant. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word protective. [L.2.5a] Students will sequence and write a summary of the life cycle of a flowering plant. [W.2.3]	4.1	- attracted, v. made someone or something interested in someone or something else - emerge, v. to come out into view - pollinators, n. animals that carry pollen to and from plants - protective, adj. helpful at keeping someone or something safe - reproduce, v. to make new animals or plants
	T	4/22		K5	SL.2.2 RI.2.3 L.2.5 W.2.2	Students will describe the life cycle of plants, including trees. [SL.2.2] Students will describe the life cycle of a tree and explain why trees are important to life on earth. [RI.2.3] Students will demonstrate an understanding of the Tier 3 word germination. [L.2.5] Students will record information about the tree life cycle and explain why trees are important to humans. [W.2.2]	5.1	- decomposers, n. living things that help break down dead matter - dependent, adj. requiring support or help - flexible, adj. able to bend or move easily - germination, n. the process in which a seed begins to grow into a plant - mature, adj. fully grown
	W	4/23						
	TH	4/24		Test Prep				
	F	4/25		K6	SL.2.4 RI.2.3 L.2.5a W.2.2	Students will present information about the tree life cycle and explain why trees are important to humans. [SL.2.4] Students will describe the life cycle of a chicken. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word replenished. [L.2.5a] In collaboration with peers, students will write and illustrate key information about the life cycle of a chicken. [W.2.2]	5.1	- albumen, n. the clear or white part inside an egg that surrounds the yolk - embryo, n. an unborn or unhatched animal early in its development - fertilize, v. to make an egg able to grow and develop into a chick - replenished, v. replaced or refilled - yolk, n. the yellow, internal part of an egg - the life cycles of flowering plants and trees both go from seed to seed; The life cycles begin with seeds and end with the plants and trees producing new seeds
36	M	4/28		K7	SL.2.2 RI.2.3 L.2.5a W.2.2	Students will review various cycles in nature. [SL.2.2] Students will explain the process of metamorphosis in the life cycle of a frog. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word burrow. [L.2.5a] Students will write a short paragraph describing the life cycle of a frog. [W.2.2]	7.1	- amphibian, n. an animal that can live on both land and water - burrow, v. to make a hole or passage into or under something - gills, n. the body parts some aquatic animals use to breathe underwater - lungs, n. a pair of organs used to breathe - metamorphosis, n. the process by which some young animals change form as they become adults
	T	4/29		K8	SL.2.2 RI.2.3 L.2.5a RI.2.6	Students will review what a cycle in nature is. [SL.2.2] Students will explain the role of metamorphosis in the life cycle of a butterfly. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word transparent. [L.2.5a] Students will sequence and write a summary of the stages in the life cycle of a butterfly. [RI.2.6]	8.1	- larva, n. the early form of an insect that is not completely developed - molt, v. to shed an outer layer - transparent, adj. clear; see through - a cycle is a sequence of events that repeats itself again and again - a life cycle is all the stages a living thing goes through from birth to adult and back to birth again - most new life occurs in the spring, when there is more sunlight and temperatures are warmer - When a living thing becomes an adult, it is then able to reproduce, or make more of its own kind, to begin the life cycle again.
	W	4/30						
	TH	5/1		Test Prep				
	F	5/2		K9	SL.2.2 RI.2.7 L.2.5a W.2.2	Students will identify the three states of water. [SL.2.2] Students will describe the water cycle. [RI.2.7] Students will demonstrate an understanding of the Tier 3 word precipitation. [L.2.5a] Students will act out, observe, and write about the water cycle. [W.2.2]	n/a	- condensation, n. the process by which a gas changes into a liquid - evaporation, n. the process by which a liquid changes into a gas - humidity, n. the amount of moisture or water vapor in the air - precipitation, n. water that falls from the sky as rain, snow, sleet, or hail - recycled, v. used again; went through the same process again - if something is a solid, it keeps its shape - if something is a liquid, it can be poured - if something is a gas, it is often hard to see - the air around us is a gas. It is not solid because it does not keep its shape, and it is not liquid because it cannot be poured. - heat can change things from solids to liquids to gases - an ice cube is the solid form of water. When heated, an ice cube can melt and become water. When we boil water, it heats up and becomes water vapor, which is a gas. - the water on Earth goes through a cycle called the water cycle. During the water cycle, water can go through all three states, solid, liquid, and gas.
37	M	5/5		STAR Assessment				
	T	5/6		K1	SL.2.1 RI.2.2 L.2.5, L.2.5a W.2.2	Students will review what they know about the history and geography of the United States prior to the early nineteenth century. [SL.2.1] Students will describe the sights people saw in the 1800s while traveling west on the Oregon Trail. [RI.2.2] Students will demonstrate an understanding of the Tier 2 word sights. [L.2.5, L.2.5a] Students will write a short informational text in which they explain the main idea of "Going West." [W.2.2]	1.1	- campfire, n. an outdoor fire used for warmth or cooking - settled, v. created a permanent home, colony, or community in a new area - sights, n. things or places seen or worth seeing - sympathy, n. a feeling of sadness about someone else's trouble or problems - wagon train, n. a line or caravan of wagons - people who first settle in new areas are called "pioneers"
	W	5/7						
	TH	5/8		STAR Assessment				

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
	F	5/9		K2	SL.2.2 RI.2.2 L.2.5, L.2.5a W.2.2	Students will summarize what it was like to travel west on the Oregon Trail in the mid-nineteenth century. [SL.2.2] Students will identify the main topic of "Mr. Fulton's Journey." [RI.2.2] Students will demonstrate an understanding of the Tier 2 word voyage. [L.2.5, L.2.5a] Students will write a short informational text in which they explain how steamboats affected westward expansion. [W.2.2]	2.1 2.2 2.3 2.4	- design, v. to create the plans for - inventor, n. a person who creates a new product -journey, n. a trip from one place to another -steamboats, n. steam-powered boats - voyage, n. a long trip, usually to a place that is either far away or is not wellknown by the traveler
38	M	5/12		K3	SL.2.2 RI.2.3 L.2.5, L.2.5a RI.2.9	Students will retell the story of Robert Fulton and the invention of the steamboat. [SL.2.2] Students will demonstrate an understanding of the Tier 2 word transport. [L.2.5, L.2.5a] Students will compare and contrast the events described in "The Journal of a Twelve-Year-Old on the Erie Canal" with the lyrics of "The Erie Canal." [RI.2.9]	2.3	- Erie Canal, n. a 363-mile-long, man-made waterway created during the early 1800s to join the Hudson River and Lake Erie in New York State - freight, n. goods that are moved from one place to another by ship, train, truck, wagon, or airplane - tow, v. to pull or haul - transport, v. to carry or move from one place to another - a canal is a deep, wide ditch dug by people to allow water to move from a river or lake to another place - during the time of westward expansion in the United States, people were very innovative, and canals were built to connect rivers to lakes or other rivers - One very famous canal named the Erie Canal was built between Lake Erie (one of the five Great Lakes) and the Hudson River - an era is a period of time, so the Canal Era was the period of time when canals were being built, which greatly increased the westward movement of people
	T	5/13		K4	RI.2.6 RI.2.2 L.2.5, L.2.5a W.2.1	Students will complete a T-chart for the advantages and disadvantages of steamboat travel. [RI.2.6] Students will identify the main topic of "The Story of Sequoyah." [RI.2.2] Students will demonstrate an understanding of the Tier 2 word create. [L.2.5, L.2.5a] Students will write a short informational text in which they explain why Sequoyah thought it was important to invent a writing system for the Cherokee language. [W.2.1]	4.1 4.2	- approach, n. a way of doing or thinking about something - concluded, v. decided after some time of thought or observation - create, v. to make or produce something new - generations, n. groups of people who are born around the same time - interacting, v. talking or doing things with other people
	W	5/14						
	TH	5/15	Unit 7	K5	SL.2.2 RI.2.3 L.2.5, L.2.5a W.2.3	Students will explain why Sequoyah was important to the Cherokee people. [SL.2.2] Students will describe the forced journey known as the Trail of Tears. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word encountered. [L.2.5, L.2.5a] Students will write a short informational text in which they describe the Trail of Tears. [W.2.3]	5.1	- encountered, v. met someone or something unexpectedly - forced, adj. made to happen; not by choice - insisted, v. demanded or said something firmly - miserable, adj. extremely unpleasant or uncomfortable - relocate, v. to move a home, people, or animals from one place to another place
	F	5/16		K6	SL.2.2 RI.2.2 L.2.5, L.2.5a SL.2.4	Students will describe the forced relocation of the Cherokee people on the Trail of Tears. [SL.2.2] Students will identify the main topic of "Westward on the Oregon Trail." [RI.2.2] Students will demonstrate an understanding of the Tier 3 word territory. [L.2.5, L.2.5a] Students will reenact scenes from "Westward on the Oregon Trail." [SL.2.4]	2.1 2.3 2.4	- hardships, n. difficult conditions or situations that make someone uncomfortable or cause harm - ruts, n. grooves worn into soft ground - scout, n. a person sent ahead of a traveling group to gather information about what lies ahead - steep, adj. having a very sharp slope - territory, n. a specific area of land that belongs to a government but is not yet an official state or province - some of the settlers who chose to leave their homes and move farther and farther west followed a route called the Oregon Trail because it led to the Oregon Territory - a territory is an area of land that belongs to a country's government but isn't yet a state or province. The Oregon Territory belonged to the U.S. government but wasn't yet an official state - the Oregon Trail was a path through the wilderness beginning in the state of Missouri and ending in the Oregon Territory
	M	5/19				Power Day		
	T	5/20		K7	SL.2.2 RI.2.2 L.2.5, L.2.5a RI.2.4	Students will review various modes of transportation used by people moving west in the nineteenth century. [SL.2.2] Students will identify the main topic of "The Pony Express." [RI.2.2] Students will demonstrate an understanding of the Tier 2 word endurance. [L.2.5, L.2.5a] Students will reenact scenes from "The Pony Express." [RI.2.4]	2.3 2.4	- endurance, n. the ability to go on for a long time despite pain or discomfort - landmarks, n. objects or structures on land that are easy to see and recognize - route, n. a way to get from one place to another place - venture, n. a business activity which is not certain to succeed
	W	5/21						
39	TH	5/22		K8	SL.2.2 RI.2.2 L.2.5, L.2.5a W.2.2	Students will review information about the Pony Express. [SL.2.2] Students will identify the main topic of "Working on the Transcontinental Railroad." [RI.2.2] Students will demonstrate an understanding of the Tier 2 word convenient. [L.2.5, L.2.5a] Students will write a short informational text in which they explain the importance of the transcontinental railroad. [W.2.2]	8.1	- ancestor, n. a person in someone's family who lived a long, long time ago - convenient, adj. being close by or useful to accomplish a specific purpose - iron horse, n. a nickname for the first locomotives - spanned, v. covered the length of something from one end to the other - transcontinental railroad, n. a railroad system that stretches all the way from the East Coast to the West Coast of the continental United States - the people of Baltimore, Maryland, were afraid that people and goods would no longer come through their city. They decided to build a railroad that would connect Baltimore to the Ohio River and the West - a locomotive, which is the machine at the front of the train that pulls all of the other cars along the track; Before the locomotive was invented, several horses pulled a car or wagon along the rails, but the locomotive had the power of many horses in a single machine - The locomotive is sometimes called "iron horse," because it was made of a type of metal called iron, and it had the power of many horses to pull the train cars - at the heart of the locomotive was the steam engine. The locomotive's steam engine was similar to the steam engine used in Fulton's steamboat. A coal- or wood-burning furnace produced steam, which powered the locomotive

2nd Grade - Knowledge/Writing

Week	Day	Date	Unit	Lesson	Standard Focus	Lesson Objective	Exit Ticket	Key Points/Activity
	F	5/23		K9	**SL.2.2** **RI.2.3** **L.2.5, L.2.5a** **W.2.2**	Students will review information about the transcontinental railroad. [SL.2.2] Students will explain the connection between westward expansion of the United States and Native Americans living in the West. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word solemnly. [L.2.5, L.2.5a] Students will write a short informational piece about the way in which westward expansion affected bison in the United States. [W.2.2]	9.1	- bison, n. large, shaggy mammals, often referred to as "buffalo" - charged, v. ran or rushed at, especially as part of an attack - skilled, adj. trained or experienced in something that requires a certain ability - solemnly, adv. in an unsmiling or serious manner - bison are the largest land mammals in North America; this large herbivore weighs about two thousand pounds, which is about the weight of a small car, and stands about six-and-a-half feet tall at the shoulder - one Native American tribe that counted on the bison for survival was the Lakota Sioux [/soo/] - tens of millions of these bison once roamed the Great Plains, but by the early 1900s they were in danger of dying out completely
40	M	5/26		**MEMORIAL DAY | NO SCHOOL**				
	T	5/27		K1	**SL.2.1** **RI.2.3** **L.2.5 a** **W.2.3**	Students will describe insects and their habitats. [SL.2.1] Students will describe insects and their habitats. [RI.2.3] Students will demonstrate an understanding of the Tier 3 word habitats. [L.2.5a] In a journal, students will write about a past experience with an insect.[W.2.3]		- habitats, n. the specific environments in which plants and animals live and thrive - insects, n. small animals with six legs and three main body parts - social, adj. living together in organized communities - solitary, adj. living alone or in pairs - a butterfly starts as an egg laid by an adult butterfly, then is a caterpillar or larva, then creates a chrysalis, then emerges as a butterfly and lays more eggs or fertilizes female eggs. - the process of changing from larva to butterfly is called metamorphosis - habitats are the specific environments, or places, in which plants and animals live and thrive
	W	5/28						
	TH	5/29	**Unit 8**	K2	**SL.2.2** **RI.2.2** **L.2.5 a** **W.2.2**	Students will review how insects interact with their habitats. [SL.2.2] Students will identify the common characteristics of insects. [RI.2.2] Students will demonstrate an understanding of the Tier 3 word microscopic. [L.2.5a] Students will write an explanation of why certain animals are or are not insects.[W.2.2]		- abdomen, n. the end part of an insect's body that contains the digestive and reproductive structures - antennae, n. feelers on the heads of insects - exoskeletons, n. the hard body coverings of insects - microscopic, adj. very small - thorax, n. the middle part of an insect's body between the head and the abdomen that contains the heart and the leg attachments
	F	5/30		K3	**SL.2.2** **RI.2.3** **L.2.5 a** **W.2.7**	Students will review the life cycle of a butterfly. [SL.2.2] Students will describe the life cycles of insects. [RI.2.3] Students will demonstrate an understanding of the Tier 2 word progression.[L.2.5a] Students will use trade books to research insects and record information about insects in their journals.[W.2.7]		- larva, n. the immature stage of an insect's complete metamorphosis, between egg and pupa, not resembling the adult insect - molt, v. to shed old feathers, hair, skin, or shells, making way for new growth - nymph, n. the immature stage of an insect that does not undergo a complete metamorphosis, between egg and adult, resembling the adult insect - progression, n. a connected series of events - pupa, n. the inactive, immature stage of an insect, between larva and adult
41	M	6/2		**FLEX DAYS**				
	T	6/3						
	W	6/4						
	TH	6/5						
	F	6/6						

GRADE 4 - ELA

Best Standards Question Stem												
Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus Slide deck	Lesson Objective	Hearty Task(s) Modeled/Guided Practice	Exit Ticket	Independent Practice/Language		Writing
A	W	8/14	Orientation half day	Habits Lessons - School Based								
	TH	8/15	Orientation half day				SWBAT identify the main idea within a non-fiction text	Identifying Main Idea - Student HO		Teacher HO		
	F	8/16	Orientation half day				SWBAT identify the central message in a fiction text	Describe Central Message - Student HO		Teacher HO		
B	M	8/19		3	Lesson 1	ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text	Re-Introduce Poetry GBTJ	U3L1	AP 1.2		
	T	8/20		3	Lesson 3	ELA.4.R.1.3	Identify the narrator's point of view and explain the difference between a narrator's point of view and character perspective in a literary text.	Guided Poetry GBTJ	U3L3	AP 3.2		
	W	8/21	i-Ready Reading BOY	iReady ELA								
	TH	8/22		3	Lesson 4	ELA.4.R.3.1 ELA.4.R.1.2	Explain how figurative language contributes to meaning in text(s). Explain a stated or implied theme and how it develops, using details, in a literary text.	Poetry GBTJ	U3L4	AP 4.1/4.2		
	F	8/23		3	Lesson 6	ELA.4.R.3.1	Explain how figurative language contributes to meaning in text(s).	Poetry GBTJ	U3L6	AP 6.1/6.2		
1	M	8/26		3	Lesson 7	ELA.4.R.1.2	Explain a stated or implied theme and how it develops, using details, in a literary text.	Poetry GBTJ	U3L7	AP 7.2		
	T	8/27		3	Lesson 10	ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text	Poetry GBTJ	U3L10	AP 10.2		
	W	8/28	i-Ready Math BOY	iReady Math								
	TH	8/29		Unit 2 Par	Lesson 1	ELA.4.R.3.2	Summarize a text to enhance comprehension	Re-Introduce Non-fiction GBTJ	U2L2a	AP 2.4		
	F	8/30		Unit 2 Par	Lesson 1	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-fiction GBTJ	U2L1b	AP 2.5		
	M	9/2	LABOR DAY									
	T	9/3		Unit 2 Par	Lesson 2	ELA.4.R.3.2	Summarize a text to enhance comprehension	Non-Fiction GBTJ	U2L1a	AP 4.4		Expository Essay 1
	W	9/4		Power Day Wednesday CRQ 1								
2	TH	9/5		Unit 2 Par	Lesson 2	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-Fiction GBTJ	U2L2b	AP 4.5		Expository Essay 1
	F	9/6		Unit 2 Part 1	Lesson 4	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-Fiction GBTJ	U2L4a	AP 6.2		Expository Essay 1
	M	9/9		Unit 2 Par	Lesson 4	ELA.4.R.2.1	**Explain how text features contribute to the meaning** and identify the text structures of problem/solution, sequence, and description in texts.	Non-Fiction GBTJ	U2L4b	AP 6.3		Expository Essay 1
3	T	9/10	FAST ELA									
	W	9/11		Power Day Wednesday								
	TH	9/12	FAST MATH									
	F	9/13		Unit 2 Par	Lesson 5	ELA.4.R.3.2	Summarize a text to enhance comprehension	Non-Fiction GBTJ	U2L5a	AP 9.2		Expository Essay 1
	M	9/16		Unit 2 Par	Lesson 5	ELA.C.1.4	Write expository texts about a topic, using multiple sources, elaboration, and an organizational structure with transitions	Non-Fiction GBTJ	U2L5b	AP 9.3		Expository Essay 1
	T	9/17		Unit 2 Par	Lesson 7	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-Fiction GBTJ	U2L7a	AP 11.2		Expository Essay 1
4	W	9/18		Power Day Wednesday CRQ 2								
	TH	9/19		Unit 2 Par	Lesson 7	ELA.3.R.2.1	Explain how text features contribute to the meaning and identify the text structures of problem/solution, sequence, and description in texts	Non-Fiction GBTJ	U2L7b	AP 11.3		Expository Essay 1
	F	9/20		Unit 2 Par	Lesson 9	ELA.3.R.2.1	Explain how text features contribute to the meaning and identify the text structures of problem/solution, sequence, and description in texts	Non-Fiction GBTJ	U2L9a	AP 14.3		Expository Essay 1
	M	9/23		Unit 2 Par	Lesson 9	ELA.3.R.2.1	Explain how text features contribute to the meaning and identify the text structures of problem/solution, sequence, and description in texts	Non-Fiction GBTJ	U2L9b	AP 14.4		Expository Essay 1
	T	9/24		Unit 2 Par	Lesson 11	ELA.4.V.1.2 ELA.4.R.2.1	Apply knowledge of common Greek and Latin roots, base words, and affixes to determine the meaning of unfamiliar words in grade-level content. Explain how text features contribute to the meaning and identify the text structures of problem/solution, sequence, and description in texts.	Non-Fiction GBTJ	U2L11a	AP 14.5		Expository Essay 1
5	W	9/25		Power Day Wednesday								
	TH	9/26		Unit 2 Par	Lesson 11	ELA.4.R.3.2	Summarize a text to enhance comprehension	Non-Fiction GBTJ	U2L11b	PP.2		Expository Essay 1

GRADE 4 - ELA

Best Standards Question Stem													
Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus Slide deck	Lesson Objective	Hearty Task(s) Modeled/Guided Practice	Exit Ticket	Independent Practice/Language			Writing
	F	9/27		Unit 2 Part 2	Lesson 16	ELA.4.R.3.2	Summarize a text to enhance comprehension	Non-Fiction GBTJ	U2L16a	PP.3			Expository Essay 1
	M	9/30		Unit 2 Part 2	Lesson 16	ELA.4.R.3.2	Summarize a text to enhance comprehension	Non-Fiction GBTJ	U2L15b	PP.4			
	T	10/1		Unit 2 Part 2	Lesson 17	ELA.4.R.3.2	Summarize a text to enhance comprehension	Non-Fiction GBTJ	U2L17a	AP 17.3			
6	W	10/2		Power Day Wednesday CRQ3									
	TH	10/3		Unit 2 Part 2	Lesson 17	ELA.4.R.3.2	Summarize a text to enhance comprehension	Non-Fiction GBTJ	U2L17b	AP 17.4			
	F	10/4		Unit 2 Part 2	Lesson 18	ELA.4.R.2.4	Explain an author's claim and the reasons and evidence used to support the claim.	Non-Fiction GBTJ	U2L18a	AP 17.5			
	M	10/7		Unit 2 Part 2	Lesson 18	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-Fiction GBTJ	U2L18b	AP 19.2			
7	T	10/8		Unit 2 Part 2	Lesson 20	ELA.4.R.2.3	Explain an author's perspective toward a topic in an informational text.	Non-Fiction GBTJ	U2L20	AP 19.3			
	W	10/9		Power Day Wednesday - Respond to all CRQ Data									
	TH	10/10		Flex Day Review									
	F	1011		Flex Day Review									
	M	10/14		Flex Day Review									
	T	10/15		QA1- Writing Assesment									
8	W	10/16		Power Day Wednesday Data Celebration + Makeups									
	TH	10/17	Magnetic Reading Begins	1	Lesson 1 Sessions 1&2	ELA.4.R.1.2	Explain a stated or implied theme and how it develops, using details, in a literary text.	Review Theme and GBTJ	Sessions 1&2	Context Clues	Standard Benchmark Card	Expository Essay 3	
	F	10/18		1	Lesson 1 Sessions 3&4	ELA.4.R.1.2	Explain a stated or implied theme and how it develops, using details, in a literary text.	Fiction GBTJ	Sessions 3&4	Context Clues	Standard Benchmark Card	Expository Essay 3	
	M	10/21		1	Lesson 1 Session 5	ELA.4.R.1.2	Explain a stated or implied theme and how it develops, using details, in a literary text.	Fiction GBTJ	Respond to Text		Standard Benchmark Card	Expository Essay 3	
	T	10/22		1	Respond to Data	ELA.4.R.1.2	Explain a stated or implied theme and how it develops, using details, in a literary text.	Independent Reading GBTJ w/ check-ins	Reteach Lesson		Standard Benchmark Card	Expository Essay 3	
9	W	10/23		Power Day Wednesday									
	TH	10/24		1	Lesson 2 Sessions 1&2	ELA.4.R.3.2	Summarize a text to enhance comprehension.(a)	Fiction GBTJ	Sessions 1&2	Word Meanings	Standard Benchmark Card	Expository Essay 3	
	F	10/25	End of Q1	1	Lesson 2 Sessions 3&4	ELA.4.R.3.2	Summarize a text to enhance comprehension.	Fiction GBTJ	Sessions 3&4	Word Meanings	Standard Benchmark Card	Expository Essay 3	
	M	10/28	Regional PD | No school										
	T	10/29	Beginning of Q2	1	Lesson 2 Session 5	ELA.4.R.3.2	Summarize a text to enhance comprehension.	Fiction GBTJ	Respond to Text		Standard Benchmark Card		
10	W	10/30		Power Day Wednesday									
	TH	10/31		1	Respond to Data	ELA.4.R.3.2	Summarize a text to enhance comprehension.	Fiction GBTJ	Reteach Lesson		Standard Benchmark Card		
	F	11/1		1	Lesson 3 Sessions 1/2	ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text.	How to describe characters and events	pgs. 46/47	Words and their meanings	Standard Benchmark Card		
	M	11/4		1	Lesson 3 Sessions 3/4	ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text.	Independent Reading GBTJ w/ check-ins	pgs. 51/52	Words and their meanings	Standard Benchmark Card		
	T	11/5	Early Release (Election Day)	Power Day Wednesday									
11	W	11/6	Early Release (RCC)	Power Day Wednesday CRQ 4									
	TH	11/7	Early Release (RCC)	Power Day Wednesday Respond to Data									
	F	11/8		1	Lesson 3 Session 5	ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text.	Fiction GBTJ	Respond to text		Standard Benchmark Card		
	M	11/11		1	Respond to Data	ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text.	Fiction GBTJ	Reteach Lesson		Standard Benchmark Card		
	T	11/12		1	Lesson 4 Sessions 1/2	ELA.K12.EE.3.1 ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text. Make inferences to support comprehension.	Connecting and completing Ideas	pgs. 62/63	Inferencing	Standard Benchmark Card		
12	W	11/13		iReady Growth Monitor Assessment									
	TH	11/14		1	Lesson 4 Sessions 3/4	ELA.K12.EE.3.1 ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text. Make inferences to support comprehension.	Independent Reading GBTJ w/ check-ins	pgs. 67/68	Inferencing	Standard Benchmark Card		
	F	11/15		1	Lesson 4 Sessions 5	ELA.K12.EE.3.1 ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text. Make inferences to support comprehension.	Fiction GBTJ	Respond to text		Standard Benchmark Card		

GRADE 4 - ELA

Best Standards Question Stem												
Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus Slide deck	Lesson Objective	Hearty Task(s) Modeled/Guided Practice	Exit Ticket	Independent Practice/Language		Writing
	M	11/18		1		ELA.K12.EE.3.1 ELA.4.R.1.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text. Make inferences to support comprehension.	Fiction GBTJ	Reteach Lesson		Standard Benchmark Card	
	T	11/19		1	Unit Assessment	ELA.4.R.1.1 ELA.4.R.1.2 ELA.4.R.3.2 ELA.K12.EE.3.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text. Explain a stated or implied theme and how it develops, using details, in a literary text. Summarize a text to enhance comprehension: a. Include plot and theme for a literary text. Make inferences to support comprehension.	Fiction GBTJ		Inferencing	Standard Benchmark Card	
	W	11/20	Power Wednesday CRQ 5									
13	TH	11/21		1	Unit 1 (Connect it) Sessions 2/3	ELA.4.R.1.1 ELA.4.R.1.2 ELA.4.R.3.2 ELA.K12.EE.3.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text. Explain a stated or implied theme and how it develops, using details, in a literary text. Summarize a text to enhance comprehension: a. Include plot and theme for a literary text. Make inferences to support comprehension.	Fiction GBTJ			Standard Benchmark Card	
	F	11/22		1	Respond to Data	ELA.4.R.1.1 ELA.4.R.1.2 ELA.4.R.3.2 ELA.K12.EE.3.1	Explain how setting, events, conflict, and character development contribute to the plot in a literary text. Explain a stated or implied theme and how it develops, using details, in a literary text. Summarize a text to enhance comprehension: a. Include plot and theme for a literary text. Make inferences to support comprehension.	Fiction GBTJ	Reteach Lesson *Based on CRQ Data		Standard Benchmark Card	
	M	11/25	Thanksgiving Break									
	T	11/26										
14	W	11/27										
	TH	11/28										
	F	11/29										
	M	12/2		2	Lesson 5 Sessions 1/2	ELA.4.V.1.2	Apply knowledge of common Greek and Latin roots. . . and affixes to determine the meaning of unfamiliar words in grade-level content.	Non-Fiction GBTJ w/ check-ins	pgs. 90/91	Using Word Parts to explore vocabulary	Standard Benchmark Card	
	T	12/3	PM 2 ELA									
15	W	12/4		Power Day Wednesday							Standard Benchmark Card	
	TH	12/5		2	Lesson 5 Sessions 3/4	ELA.4.V.1.2	Apply knowledge of common Greek and Latin roots. . . and affixes to determine the meaning of unfamiliar words in grade-level content.	Non-Fiction GBTJ w/ check-ins	pgs. 95/96	Using Word Parts to explore vocabulary	Standard Benchmark Card	
	F	12/6	PM 2 MATH									
	M	12/9		2	Lesson 5 Session 5	ELA.4.V.1.2	Apply knowledge of common Greek and Latin roots. . . and affixes to determine the meaning of unfamiliar words in grade-level content.	Non-Fiction GBTJ	Respond to Text		Standard Benchmark Card	
	T	12/10		2	Respond to Data	ELA.4.V.1.2	Apply knowledge of common Greek and Latin roots. . . and affixes to determine the meaning of unfamiliar words in grade-level content.	Non-Fiction GBTJ	Reteach Lesson		Standard Benchmark Card	
16	W	12/11	Power Day Wednesday CRQ 6									
	TH	12/12		2	Lesson 6 Session 1/2	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Identifying Central Idea	pgs. 106/107	Introduce Prefix/Suffix	Standard Benchmark Card	
	F	12/13		2	Lesson 6 Sessions 3/4	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-Fiction GBTJ	pgs. 111/112	Introduce Prefix/Suffix	Standard Benchmark Card	
	M	12/16		2	Lesson 6 Session 5	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-Fiction GBTJ	Respond to Text		Standard Benchmark Card	
	T	12/17		2	Respond to Data	ELA.4.R.2.2	Explain how relevant details support the central idea, implied or explicit.	Non-Fiction GBTJ	Reteach Lesson	Introduce Prefix/Suffix		
17	W	12/18	Power Day Wednesday									
	TH	12/19	Flex Day Respond to all CRQ Data									
	F	12/20	Early Release	Power Day (Teacher's Choice)								
	M	12/23	WINTER RECESS									
	T	12/24										
18	W	12/25										
	TH	12/26										
	F	12/27										
	M	12/30										
	T	12/31										
19	W	1/1										
	TH	1/2										
	F	1/3										
	M	1/6	Regional PD | No school									
	T	1/7		2	Lesson 7 Sessions 1/2	ELA.4.R.2.3	Explain the development of an author's purpose in an informational text.	Identifying Author's Perspective about a topic	pgs. 122/123	Identify Root Words	Standard Benchmark Card	
20	W	1/8		Power Day Wednesday							Standard Benchmark Card	

GRADE 4 - ELA

Best Standards uestion Ster												
Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus Slide deck	Lesson Objective	Hearty Task(s) Modeled/Guided Practice	Exit Ticket	Independent Practice/Language		Writing
	TH	1/9		2	Lesson 7 Sessions 3/4	ELA.4.R.2.3	Explain the development of an author's purpose in an informational text.	Non-Fiction GBTJ	pgs. 127/128	Identify Root Words	Standard Benchmark Card	
	F	1/10		2	Lesson 7 Session 5	ELA.4.R.2.3	Explain the development of an author's purpose in an informational text.	Non-Fiction GBTJ	Respond to text		Standard Benchmark Card	
	M	1/13		2	**Respond to Data**	ELA.4.R.2.3	Explain the development of an author's purpose in an informational text.	Non-Fiction GBTJ	Reteach Lesson		Standard Benchmark Card	
	T	1/14		2	Lesson 8 Sessions 1/2	ELA.4.R.2.4	Identify an author's claim and explain how an author uses evidence to support the claim.	Non-Fiction GBTJ	pgs. 138/139	New Word Meanings	Standard Benchmark Card	
21	W	1/15	**i-Ready Reading MOY**								Standard Benchmark Card	
	TH	1/16		2	Lesson 8 Sessions 3/4	ELA.4.R.2.4	Identify an author's claim and explain how an author uses evidence to support the claim.	Non-Fiction GBTJ	pgs. 143/144	New Word Meanings	Standard Benchmark Card	
	F	1/17		2	Lesson 8 Session 5	ELA.4.R.2.4	Identify an author's claim and explain how an author uses evidence to support the claim.	Non-Fiction GBTJ	Respond to text		Standard Benchmark Card	
	M	1/20	**MLK DAY | NO SCHOOL**								Standard Benchmark Card	
	T	1/21		2	**Respond to Data**	ELA.4.R.2.4	Identify an author's claim and explain how an author uses evidence to support the claim.	Non-Fiction GBTJ	Reteach Lesson		Standard Benchmark Card	
	W	1/22	**i-Ready Math MOY**								Standard Benchmark Card	
22	TH	1/23		2	Unit 2 Connect It	ELA.4.R.2.2 ELA.4.R.2.3 ELA.4.R.2.4 ELA.4.R.3.2	Identify the central idea and explain how relevant details support that idea in a text. Explain the development of an author's purpose in an informational text. Identify an author's claim and explain how an author uses evidence to support the claim. Summarize a text to enhance comprehension. (b) Use central idea and relevant details for a literary text.	Non-Fiction GBTJ			Standard Benchmark Card	
	F	1/24	**End of Q2**	2	Unit Assessment	ELA.4.R.2.2 ELA.4.R.2.3 ELA.4.R.2.4 ELA.4.R.3.2	Identify the central idea and explain how relevant details support that idea in a text. Explain the development of an author's purpose in an informational text. Identify an author's claim and explain how an author uses evidence to support the claim. Summarize a text to enhance comprehension. (b) Use central idea and relevant details for a literary text.	Non-Fiction GBTJ			Standard Benchmark Card	
	M	1/27	**Beginning of Q3**	3	Lesson 9 Sessions 1/2	ELA.4.R.3.1	Explain how figurative language contributes to meaning in text(s)	Non-Fiction GBTJ	pgs. 226/227	Week 1 Day 1	Standard Benchmark Card	**Wordly Wise Begins**
	T	1/28		3	Lesson 9 Sessions 3/4	ELA.4.R.3.1	Explain how figurative language contributes to meaning in text(s)	Non-Fiction GBTJ	pgs. 231/232	Week 1 Day 2	Standard Benchmark Card	
23	W	1/29			**Power Day (Week 1 Days 4/5)**						Standard Benchmark Card	
	TH	1/30		3	Lesson 9 Sessions 5	ELA.4.R.3.1	Explain how figurative language contributes to meaning in text(s)	Non-Fiction GBTJ	Respond to text	Week 1 Day 3	Standard Benchmark Card	
	F	1/31		3	**Respond to Data**	ELA.4.R.3.1	Explain how figurative language contributes to meaning in text(s)	Non-Fiction GBTJ	**Reteach Lesson**		Standard Benchmark Card	
	M	2/3		3	Lesson 10 Sessions 1/2	ELA.K12.EE.3.1	Make inferences to support comprehension.	Non-Fiction GBTJ	pgs. 244/245	Week 2 Day 1	Standard Benchmark Card	
	T	2/4		3	Lesson 10 Sessions 3/4	ELA.K12.EE.3.1	Make inferences to support comprehension.	Non-Fiction GBTJ	pgs. 249/250	Week 2 Day 2	Standard Benchmark Card	
24	W	2/5	**Early Release (RCC)**		**CBQ 7**							
	TH	2/6	**Early Release (RCC)**		**Power Day (Week 2 Days 3/4/5)**							
	F	2/7		3	Lesson 10 Session 5	ELA.K12.EE.3.1	Make inferences to support comprehension.	Non-Fiction GBTJ	**Respond to Text**		Standard Benchmark Card	
	M	2/10	**Writing Week**	**Writing Workshop: Expository** Unpacking a Prompt Making a plan Reading with purpose Expository Prompt: Talking Animals Expository Rubric Student Scoring Sampler	ELA.4.C.1.3	KWBAT to unpack a writing prompt for purpose, focus, and audience. KWBAT to read with purpose by annotating relevant evidence in response to the prompt. KWBAT to identify an essay genre and brainstorm using a bubble map.	Analyzing Sources (EXAMPLE) Expository Writing (Example) Graphic Organizer	Do Now: Day 1 Decoded Prompt/Planning				

GRADE 4 - ELA

Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus Slide deck	Lesson Objective	Hearty Task(s) Modeled/Guided Practice	Exit Ticket	Independent Practice/Language		Writing
25	T	2/11			**Writing Workshop: Expository** Writing Effective Introductions Crafting a Thesis/Controlling Idea Planning Sheet Written Response Pages	ELA.4.C.1.3	KWBAT to draft a strong claim by responding directly to the purpose, focus, and audience of the prompt. KWBAT to draft a strong introduction by planning a hook to capture the reader's attention and planning background information for the audience.	Introduction (EXAMPLE)	Do Now: Day 2 Introduction			
	W	2/12			**Writing Workshop: Expository** Drafting Effective Body Paragraphs	ELA.4.C.1.3	KWBAT draft body paragraphs and effectively introduce quotes as evidence. KWBAT elaborate upon textual evidence by using a variety of elaborative techniques.	Body Paragraphs (EXAMPLE) Transitions	Do Now: Day 3 Body Paragraphs Checklist			
	TH	2/13			**Writing Workshop: Expository** **Drafting Effective Body Paragraphs** **Resources**	**ELA.4.C.1.3**	**KWBAT draft body paragraphs and effectively introduce quotes as evidence.** **KWBAT elaborate upon textual evidence by using a variety of elaborative techniques.**	**Citing Evidence**	**Do Now: Day 4** **Body Paragraphs** **Checklist**			
	F	2/14			**Writing Workshop: Expository** Writing Effective Conclusions Student Friendly Rubric	ELA.4.C.1.3	KWBAT draft body paragraphs and effectively introduce quotes as evidence. KWBAT elaborate upon textual evidence by using a variety of elaborative techniques.	Conclusion Paragraph	Conclusion Checklist			
26	M	2/17	**PRESIDENTS DAY | NO SCHOOL**									
	T	2/18		3	Lesson 11 Sessions 1/2	ELA.4.R.3.3	Compare and contrast accounts of the same event using primary and/or secondary sources.	Non-Fiction GBTJ	pgs. 288/289	Week 3 Day 1	Standard Benchmark Card	
	W	2/19	**CRQ 8**									
	TH	2/20		3	Lesson 11 Sessions 3/4	ELA.4.R.3.3	Compare and contrast accounts of the same event using primary and/or secondary sources.	Non-Fiction GBTJ	pgs. 293/294	Week 3 Day 2	Standard Benchmark Card	
	F	2/21		3	Lesson 11 Session 5	ELA.4.R.3.3	Compare and contrast accounts of the same event using primary and/or secondary sources.	Non-Fiction GBTJ	**Respond to text**		Standard Benchmark Card	
27	M	2/24	**Writing Week**		**Writing Workshop: Expository** Unpacking a Prompt Making a plan Reading with purpose Expository Prompt: Stars and Constellations Expository Rubric Student Scoring Sampler	ELA.4.C.1.3	KWBAT to unpack a writing prompt for purpose, focus, and audience. KWBAT to read with purpose by annotating relevant evidence in response to the prompt. KWBAT to identify an essay genre and brainstorm using a bubble map.	Analyzing Sources (EXAMPLE) Expository Writing (Example) Graphic Organizer	Do Now: Day 5 Decoded Prompt/Planning			
	T	2/25			**Writing Workshop: Expository** Writing Effective Introductions Crafting a Thesis/Controlling Idea Graphic Organizer Written Response Pages	ELA.4.C.1.3	KWBAT to draft a strong claim by responding directly to the purpose, focus, and audience of the prompt. KWBAT to draft a strong introduction by planning a hook to capture the reader's attention and planning background information for the audience.	Introduction (EXAMPLE)	Do Now: Day 6 Introduction			

GRADE 4 - ELA

Best Standards uestion Ster												
Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus Slide deck	Lesson Objective	Hearty Task(s) Modeled/Guided Practice	Exit Ticket	Independent Practice/Language		Writing
	W	2/26			**Writing Workshop: Expository** Drafting Effective Body Paragraphs	ELA.4.C.1.3	KWBAT draft body paragraphs and effectively introduce quotes as evidence. KWBAT elaborate upon textual evidence by using a variety of elaborative techniques.	Body Paragraphs (EXAMPLE) Transitions	Do Now: Day 7 Body Paragraphs Checklist			
	TH	2/27			**Writing Workshop: Expository** Drafting Effective Body Paragraphs Resources	ELA.4.C.1.3	KWBAT draft body paragraphs and effectively introduce quotes as evidence. KWBAT elaborate upon textual evidence by using a variety of elaborative techniques.	Citing Evidence	Do Now: Day 8 Body Paragraphs Checklist			
	F	2/28			**Writing Workshop: Expository** Writing Effective Conclusions Student Friendly Rubric	ELA.4.C.1.3	KWBAT draft body paragraphs and effectively introduce quotes as evidence. KWBAT elaborate upon textual evidence by using a variety of elaborative techniques.	Conclusion Paragraph	Conclusion Checklist			
28	M	3/3		**Q3**								
	T	3/4		4	Lesson 12 Sessions 1/2	ELA.4.V.1.2	Apply knowledge of . . . base words, and affixes to determine the meaning of unfamiliar words in grade-level content.	Non-Fiction GBTJ	pgs. 304/305	Week 3 Day 3		
	W	3/5		**Power Day**								
	TH	3/6		4	Lesson 12 Sessions 3/4	ELA.4.V.1.2	Apply knowledge of . . . base words, and affixes to determine the meaning of unfamiliar words in grade-level content.	Non-Fiction GBTJ	pgs. 309/310	Week 3 Days 4/5		
	F	3/7		4		ELA.4.V.1.2	Apply knowledge of . . . base words, and affixes to determine the meaning of unfamiliar words in grade-level content.	Non-Fiction GBTJ	**Respond to text**			
29	M	3/10	**Writing Week**		**Writing Workshop: Argumentative** Unpacking a Prompt Making a plan Reading with purpose Argumentative Prompt: Overcoming Challenges Argumentative Rubric Student Scoring Sampler	ELA.4.C.1.3	**KWBAT** decode an argumentative prompt in order to begin the writing process to include a claim.	Analyzing Sources (EXAMPLE) Graphic Organizer	Do Now: Day 9 Decoded Prompt/Planning			
	T	3/11			**Writing Workshop: Argumentative** Analyzing Sources & Planning Graphic Organizer Written Response Pages	ELA.4.C.1.3	**KWBAT** plan out their writing using their claim and provided sources for their reasons. **KWBAT** read multiple sources in order to find evidence that supports their argument.	Introduction (EXAMPLE)	Do Now: Day 10 Introduction			
	W	3/12			**Writing Workshop: Argumentative** Writing an Effective Introduction (Thesis Statement)	ELA.4.C.1.3	**KWBAT** Write an effective introduction to include a thesis statement with valid reasons.	Body Paragraphs (EXAMPLE) Transitions	Do Now: Day 11 Body Paragraphs Checklist			
	TH	3/13			**Writing Workshop: Argumentative** Drafting Effective Body Paragraphs	ELA.4.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence fromsources, elaboration, and a logical organizational structure with varied transitions.	Citing Evidence	Do Now: Day 12 Body Paragraphs Checklist			
	F	3/14			**Writing Workshop: Argumentantive** Complete Body & Strong Conclusion	ELA.4.C.1.3	**KWBAT** succesfully complete body paragraphs & conclude their argumentative essays.	Conclusion Paragraph	Conclusion Checklist			
30	M	3/17		**Test Prep Soft Launch**								
	T	3/18										
	W	3/19										
	TH	3/20										
	F	3/21	**Ending of Q3**									
31	M	3/24	**Spring Break**									
	T	3/25										
	W	3/26										

GRADE 4 - ELA

Best Standards Question Stem												
Week	Day	Date	Events + Assessments	Unit	Lesson	Standard Focus Slide deck	Lesson Objective	Hearty Task(s) Modeled/Guided Practice	Exit Ticket	Independent Practice/Language		Writing
	TH	3/27										
	F	3/28										
	M	3/31	Regional PD | No school									
	T	4/1	Beginning of Q4									
32	W	4/2	Writing Week									
	TH	4/3										
	F	4/4										
	M	4/7										
	T	4/8	PM3 Writing Assessment									
33	W	4/9										
	TH	4/10										
	F	4/11										
	M	4/14										
	T	4/15										
34	W	4/16	Early Release (RCC)									
	TH	4/17	Early Release (RCC)									
	F	4/18	Regional PD | No school									
	M	4/21	Test Prep									
	T	4/22										
35	W	4/23										
	TH	4/24										
	F	4/25										
	M	4/28										
	T	4/29										
36	W	4/30										
	TH	5/1										
	F	5/2										
	M	5/5										
	T	5/6									Stacked Benchmark Card	
37	W	5/7									Stacked Benchmark Card	
	TH	5/8									Stacked Benchmark Card	
	F	5/9									Stacked Benchmark Card	
	M	5/12										
	T	5/13										
38	W	5/14										
	TH	5/15										
	F	5/16		Continue Magnetic Reading Lessons								
	M	5/19										
	T	5/20		iReady EOY Testing								
39	W	5/21		Execute EOY Projects + Gamified Reviews								
	TH	5/22										
	F	5/23										
	M	5/26	MEMORIAL DAY | NO SCHOOL									
	T	5/27										
40	W	5/28										
	TH	5/29										
	F	5/30										
	M	6/2										
	T	6/3										
41	W	6/4	Early Release (RCC)									
	TH	6/5	Early Release (RCC)									
	F	6/6	Ending of Q4	EOY Project								

5th Grade Science		Bottom Lines	Science IP Template	Assessment Wiki	Assessment Dashboard	Kesler Folder	Scientist's Strategies (CFS Base)		
Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	8/14/2023	Entry Grade Day 1	1						
	8/15/2023	half day	2						
	8/16/2023	REGULAR half day	3						
	8/17/2023	begin full days	4						
Week A	8/18/2023		5						
	8/21/2023		1	1.1 Planets in Our Solar System	SC.5.E.5.2, SC.5.E.5.3	* Recognize the major common characteristics of all planets and compare/contrast the properties of inner and outer planets. * Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Engage - Planets Explore CIT - What is the Solar System Made Of? - How are the objects in the solar system arranged? Modeling the Solar System	Engage - Formative Pre-Assessment	Student Output - Interactve Journal
	8/22/2023		2	1.1 Planets in Our Solar System	SC.5.E.5.2, SC.5.E.5.3	* Recognize the major common characteristics of all planets and compare/contrast the properties of inner and outer planets. * Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Explore CIT - What Are the Similarities and Differences between Planets of Our Solar System and Other Objects in the Solar System? - What holds the Solar System together?	Explain - How can you characterize all of the objects in the solar system?	Student Output - Interactve Journal
	8/23/2023		3, RRR	1.1 Planets in Our Solar System	SC.5.E.5.2, SC.5.E.5.3	* Recognize the major common characteristics of all planets and compare/contrast the properties of inner and outer planets. * Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Elaborate - STEM in Action	Elaborate - Is Anyone Out There? Virtual Lab	Planets in Our Solar System Summative Assessment
	8/24/2023		4	1.2 Inner and Outer Planets	SC.5.E.5.2, SC.5.E.5.3	* Recognize the major common characteristics of all planets and compare/contrast the properties of inner and outer planets. * Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Engage - Inner vs. Outer Planets, What characteristics can be used to group planets? Explore - CIT - How do Scientists Classify the Different Planets in Our Solar System?	Engage - Formative Pre-Assessment	Student Output - Interactve Journal
Week B	8/25/2023		5	1.2 Inner and Outer Planets	SC.5.E.5.2, SC.5.E.5.3	* Recognize the major common characteristics of all planets and compare/contrast the properties of inner and outer planets. * Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Explore CIT - How are Planets in our Solar System Similar, and How Are They Different? -Why are there Differences in the Planets across Our Solar System?	Explain - How do scientists group planets into inner and outer planets?	Student Output - Interactve Journal
	8/28/2023			1.3 Non-Planetary Objects	SC.5.E.5.3	* Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Engage - CIT: Non-Planetary Objects	Engage - Formative Pre-Assessment	Student Output - Interactve Journal

5th Grade Science		Bottom Lines	Science IP Template	Assessment Wiki	Assessment Dashboard	Kesler Folder	Scientist's Strategies (CFS Base)		
Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	8/29/2023	Math iready window opens		1.3 Non-Planetary Objects	SC.5.E.5.3	* Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Explore - CIT: Explaining Non-Planetary Objects	Explain - How are non-planetary objects similar to planets and how are they different?	Student Output - Interactve Journal
	8/30/2023			1.3 Non-Planetary Objects	SC.5.E.5.3	* Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Elaborate - Hunting for Asteroids	Elaborate - Project: Presenting Comets	Non-Planetary Objects Summative Assessment
	8/31/2023			1.4 Galaxies	SC.5.E.5.1	Recognize that a galaxy consists of gas, dust, and many stars, including any objects orbiting the stars. Identify our home galaxy as the Milky Way	Engage - CIT: Imagining Galaxies Explore - CIT: How Can we Describe Galaxies? - Hands on Activity	Engage - Formative Pre-Assessment	Student Output - Interactve Journal
Week 1	9/1/2023			1.4 Galaxies	SC.5.E.5.1	Recognize that a galaxy consists of gas, dust, and many stars, including any objects orbiting the stars. Identify our home galaxy as the Milky Way	Explain - How does our galaxy compare to others in the universe?	Elaborate - CIT: Technology and Galaxies, Our Galactic Home Project	Galaxies Summative Assessment
	9/4/2023	No School - Labor Day							
	9/5/2023		6	Earth's Movement	SC.4.E.5.4	Relate that the rotation of Earth (day and night) and apparent movements of the Sun, Moon, and stars are connected.	Hands On Model - Mystery Science	Whiteboard Review	SFM Packet
	9/6/2023		7	Solar System Review + EOU	SC.4.E.5.4, SC.5.E.5.1, SC.5.E.5.2, SC.5.E.5.3		Review		EOU
	9/7/2023		8	2.1 About Weather	SC.5.E.7.3, SC.5.E.7.4	* Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and precipitation determine the weather in a particular place and time. * Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time.	Engage - CIT: Recognizing Weather Explore - CIT: What is Weather and How Do we Measure It? + About Weather Simulation	Engage - Formative Pre-Assessment	Student Output - Interactve Journal - Weekly Weather Tracker
Week 2	9/8/2023		9	2.1 About Weather	SC.5.E.7.3, SC.5.E.7.4	* Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and precipitation determine the weather in a particular place and time. * Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time.	Explore - CIT: What causes weather to change?, Observing Air Pressure, CIT: What is Wind?, CIT What Causes Wind?	Build a Barometer Activity	Student Output - Interactve Journal - Weekly Weather Tracker
	9/11/2023		10	2.1 About Weather	SC.5.E.7.3, SC.5.E.7.4	* Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and precipitation determine the weather in a particular place and time. * Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time.	Explore - CIT: What causes weather to change?, CIT: What are the differences among types of precipitation, Review weather conditions	Explain - What is weather and what causes it to change over time?	Student Output - Interactve Journal - Weekly Weather Tracker
	9/12/2023	PM1 ELA	11	2.1 About Weather	SC.5.E.7.3, SC.5.E.7.4	* Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and precipitation determine the weather in a particular place and time. * Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time.	Elaborate - CIT: Chasing Storms	Elaborate - Virtual Lab: What shall we do tomorrow?	About Weather Summative Assessment

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Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	9/13/2023		12	Solar System EOU					
	9/14/2023	PM1 Math	13	2.2 Water Cycle	SC.5.E.7.1, SC.5.E.7.2	* Create a model to explain the parts of the water cycle. Water can be a gas, a liquid, or a solid and can go back and forth from one state to another. * Recognize that the ocean is an integral part of the water cycle and is connected to all of Earth's water reservoirs via evaporation and precipitation processes.	Engage: CIT - Changing States of Water Explore: Why does water change in the water cycle?	Engage: Formative Pre-Assessment Explore: The States of Water Video/Discussion, Modeling the Water Cycle	Student Output - Interactve Journal
Week 3	9/15/2023		14, RRR	2.2 Water Cycle	SC.5.E.7.1, SC.5.E.7.2	* Create a model to explain the parts of the water cycle. Water can be a gas, a liquid, or a solid and can go back and forth from one state to another. * Recognize that the ocean is an integral part of the water cycle and is connected to all of Earth's water reservoirs via evaporation and precipitation processes.	Explore: CIT: What happens to Water Vapor in the Water Cycle? Where does water collect on Earth after falling from the Sky?	Explore: The States of Water Video/Discussion, Modeling Atmosphere and Hydrosphere Interations	Student Output - Interactve Journal
	9/18/2023		1	2.2 Water Cycle	SC.5.E.7.1, SC.5.E.7.2	* Create a model to explain the parts of the water cycle. Water can be a gas, a liquid, or a solid and can go back and forth from one state to another. * Recognize that the ocean is an integral part of the water cycle and is connected to all of Earth's water reservoirs via evaporation and precipitation processes.	Explore: CIT: Where does water collect on earth after falling from the sky?, Water Cycle Interactive	Explain: How does water change forms as it moves through the water cycle	
	9/19/2023	iReady Reading BOY	2	2.2 Water Cycle	SC.5.E.7.1, SC.5.E.7.2	* Create a model to explain the parts of the water cycle. Water can be a gas, a liquid, or a solid and can go back and forth from one state to another. * Recognize that the ocean is an integral part of the water cycle and is connected to all of Earth's water reservoirs via evaporation and precipitation processes.	Elaborate: Analyzing Water Quality	Elaborate: Ah, the Humidity	Water Cycle Summative Assessment
	9/20/2023	EOU 1	RRR	About Weather RRR					
	9/21/2023	iReady Math BOY	3	2.3 Water in the Atmosphere, 2.4 Weather Patterns	SC.5.E.7.4, SC.5.E.7.3	* Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time. * Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and precipitation determine the weather in a particular place and time.	Engage: CIT: How does water from the ground become rain, snow and hail? Explore: CIT 1-4 Weather Patterns Engage	Water in the Atmosphere: Summative Assessment	
Week 4	9/22/2023		4	2.4 Weather Patterns	SC.5.E.7.4, SC.5.E.7.3	* Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time. * Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and precipitation determine the weather in a particular place and time.	Explore: CIT - What are air masses, and what happens when they meet? How can weather maps help you predict the weather?, How do meteorologists use tools to measure the weather,	Explain: How does a symbol for a weather front indicate what the weather will be in an are?	Weather Patterns Summative Assessment

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Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	Benchmark	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	9/25/2023		5	2.5 About Climate	SC.5.E.7.5, SC.5.E.7.6	* Recognize that some of the weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains. * Describe characteristics (temperature and precipitation) of different climate zones as they relate to latitude, elevation, and proximity to bodies of water.	Engage: CIT - What affects climate? Explore: CIT: How do we describe climate? How does the water cycle relate to climate? How do other factors affect the climate of a region?	Explore: Text Embedded questions	Explain: Why is the climate different in different parts of the world?
	9/26/2023		6	2.5 About Climate	SC.5.E.7.5, SC.5.E.7.6	* Recognize that some of the weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains. * Describe characteristics (temperature and precipitation) of different climate zones as they relate to latitude, elevation, and proximity to bodies of water.	Elaborate: CIT: Climatologists	Elaborate: Exploring Regional Climates	About Climate Summative Assessment
	9/27/2023		RRR						
	9/28/2023		8	2.6 Types of Climate	SC.5.E.7.5, SC.5.E.7.6	* Recognize that some of the weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains. * Describe characteristics (temperature and precipitation) of different climate zones as they relate to latitude, elevation, and proximity to bodies of water.	Engage: CIT - Discovering different climates Explore: Types of Climate	Engage: Formative Pre Asssessment Explore: CIT 1and 2 TEQs	Student Output - Interactve Journal
Week 5	9/29/2023		9	2.6 Types of Climate	SC.5.E.7.5, SC.5.E.7.6	* Recognize that some of the weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains. * Describe characteristics (temperature and precipitation) of different climate zones as they relate to latitude, elevation, and proximity to bodies of water.	Explore: CIT 1-5	Explain: What are some characteristics of different climates?	Student Output - Interactve Journal
	10/2/2023		10	2.6 Types of Climate	SC.5.E.7.5, SC.5.E.7.6	* Recognize that some of the weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains. * Describe characteristics (temperature and precipitation) of different climate zones as they relate to latitude, elevation, and proximity to bodies of water.	Elaborate: CIT: Computer Modeling of Climate	Explain: What are some characteristics of different climates?	
	10/3/2023		11	2.6 Types of Climate	SC.5.E.7.5, SC.5.E.7.6	* Recognize that some of the weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains. * Describe characteristics (temperature and precipitation) of different climate zones as they relate to latitude, elevation, and proximity to bodies of water.	Elaborate: Project: It's Extreme!	Climate Charades	Types of Climates Summative Assessment
	10/4/2023	No School - Teacher Planning Day							
	10/5/2023		12	Renewable and Nonrenewable Resources	SC.4.E.6.3	Recognize that humans need resources found on Earth and that these are either renewable or nonrenewable	SFM		

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Week 6	10/6/2023		13	Earth's Minerals Day 1	SC.4.E.6.2	Identify the physical properties of common earth-forming minerals, including hardness, color, luster, cleavage, and streak color, and recognize the role of minerals in the formation of rocks.	SFM		
	10/9/2023		14	Earth's Minerals Day 2	SC.4.E.6.1	Identify the three categories of rocks: igneous, (formed from molten rock); sedimentary (pieces of other rocks and fossilized organisms); and metamorphic (formed from heat and pressure).	SFM		
	10/10/2023		15	Weathering Day 1	SC.4.E.6.4	Describe the basic differences between physical weathering (breaking down of rock by wind, water, ice, temperature change, and plants) and erosion (movement of rock by gravity, wind, water, and ice).	SFM		
	10/11/2023		RRR	Weathering Day 2	SC.4.E.6.4	Describe the basic differences between physical weathering (breaking down of rock by wind, water, ice, temperature change, and plants) and erosion (movement of rock by gravity, wind, water, and ice).	SFM		
	10/12/2023		16	Review and Earth Science Quiz	All ES Standards				
Week 7	10/13/2023		17	ES RRR					
	10/16/2023		1	SC.5.N.1.1	SC.5.N.1.1	Define a problem, use appropriate reference materials to support scientific understanding, plan and carry out scientific investigations of various types such as: systematic observations; experiments requiring the identification of variables; collecting and organizing data; interpreting data in charts, tables, and graphics; analyze information; make predictions; and defend conclusions. (Also assesses SC.3.N.1.1, SC.4.N.1.1, SC.4.N.1.6, SC.5.N.1.2, and SC.5.N.1.4.)	Note Taker	Experiment	
	10/17/2023		2	SC.5.N.1.1	SC.5.N.1.1	Define a problem, use appropriate reference materials to support scientific understanding, plan and carry out scientific investigations of various types such as: systematic observations; experiments requiring the identification of variables; collecting and organizing data; interpreting data in charts, tables, and graphics; analyze information; make predictions; and defend conclusions. (Also assesses SC.3.N.1.1, SC.4.N.1.1, SC.4.N.1.6, SC.5.N.1.2, and SC.5.N.1.4.)	Review Game	Experiment	
	10/18/2023		RRR				Review Game		
	10/19/2023		3	SC.5.N.2.1	SC.5.N.2.1	SC.5.N.2.1 Recognize and explain that science is grounded in empirical observations that are testable; explanation must always be linked with evidence. (Also assesses SC.3.N.1.7, SC.4.N.1.3, SC.4.N.1.7, SC.5.N.1.5, and SC.5.N.1.6.)	Note Taker	Experiment	
Week 8	10/20/2023		4	SC.5.N.2.2	SC.5.N.2.2	SC.5.N.2.2 Recognize and explain that when scientific investigations are carried out, the evidence produced by those investigations should be replicable by others. (Also assesses SC.3.N.1.2, SC.3.N.1.5, SC.4.N.1.2, SC.4.N.1.5, and SC.5.N.1.3.)	Note Taker	Experiment	
	10/23/2023			QA1					
	10/24/2023			QA1 Revision				Experiment	
	10/25/2023		RRR					Experiment	
	10/26/2023	End Q1	QA1					Experiment	

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Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
Week 9	10/27/2023	No School - Teacher Planning Day							
	10/30/2023	Begin Q2	1	LS Lesson 1	SC.3.L.14.1	Describe the srtuctures in plants and their roles in food production, support, water and nutrient transport, and reproduction	Partner Practice (SFM)	IXL L.2	SFM
	10/31/2023		2	LS Lesson 2	SC.3.L.14.2	Investigate and describe how plants respond to stimuli (heat, light, gravity), such as the way plant stems grow toward light and their roots grow downward in response to gravity.	Partner Practice (SFM)	IXL L.3	SFM
	11/1/2023		3	SMQ					
	11/2/2023		4						
Week 10	11/3/2023		5						
	11/6/2023		6	LS Lesson 3	SC.4.L.16.1	Indentify processes of sexual reproduction in flowering plants, including pollination, fertilization (seed production), seed dispersal, and germination.	Partner Practice (SFM)	IXL M.4	SFM
	11/7/2023		7	LS Lesson 4	SC.4.L.16.1	Indentify processes of sexual reproduction in flowering plants, including pollination, fertilization (seed production), seed dispersal, and germination.	Partner Practice (SFM)	IXL M.5	SFM
	11/8/2023		8	SMQ					
	11/9/2023		9	LS Lesson 5	SC.4.L.16.4	Compare and contrast the major stages in the life cycles of Florida plants and animals, such as those that undergo incomplete and complete metamorphosis, an flowering and nonflowering seed-bearing plants.	Partner Practice (SFM)	IXL M.6	SFM
Week 11	11/10/2023	No School - Vertans Day							
	11/13/2023		10	LS Lesson 6	SC.5.L.14.1	Identify the organs in the human body and describe their functions, including the skin, brain, heart, lungs, stomach, liver, intestines, pancreas, muscles and skeleton, reproductive organs, kidneys, bladder, and sensory organs.	Partner Practice (SFM)	IXL K.3	SFM
	11/14/2023		11	LS Lesson 7	SC.4.L.16.4	Compare and contrast the major stages in the life cycles of Florida plants and animals, such as those that undergo incomplete and complete metamorphosis, an flowering and nonflowering seed-bearing plants.	Partner Practice (SFM)	IXL L.1 and L.2	SFM
	11/15/2023	RCCs	12	SMQ					
	11/16/2023	RCCs	13						
Week 12	11/17/2023		14						
	11/20/2023								
	11/21/2023								
	11/22/2023								
	11/23/2023	No School - Thanksgiving Break							
Week 13	11/24/2023								
	11/27/2023			Kesler: Energy in Ecosystems	SC.4.L.17.3 (SC.3.L.17.2, SC.4.L.17.2)	Trace the flow of energy from the Sun as it is transferred along the food chain through the producers to the consumers. Recognize that plants use energy from the Sun, air, and water to make their own food. Explain that animals, including humans, cannot make their won food and that when animals eat plants or other animals, the energy stored in the food source is passed to them.	Read It	Input Stations	Read It Questions

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Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	11/28/2023			LS Lesson 8	SC.4.L.17.3 (SC.3.L.17.2, SC.4.L.17.2)	Trace the flow of energy from the Sun as it is transferred along the food chain through the producers to the consumers. Recognize that plants use energy from the Sun, air, and water to make their own food. Explain that animals, including humans, cannot make their won food and that when animals eat plants or other animals, the energy stored in the food source is passed to them.	Partner Practice (SFM)	IXL Q.3	SFM
	11/29/2023			SMQ					
	11/30/2023			LS Lesson 9	SC.4.L.17.3 (SC.3.L.17.2, SC.4.L.17.2)	Trace the flow of energy from the Sun as it is transferred along the food chain through the producers to the consumers. Recognize that plants use energy from the Sun, air, and water to make their own food. Explain that animals, including humans, cannot make their won food and that when animals eat plants or other animals, the energy stored in the food source is passed to them.	Partner Practice (SFM)	IXL Q.4	SFM
Week 14	12/1/2023			Kesler: Energy in Ecosystems	SC.4.L.17.3 (SC.3.L.17.2, SC.4.L.17.2)	Trace the flow of energy from the Sun as it is transferred along the food chain through the producers to the consumers. Recognize that plants use energy from the Sun, air, and water to make their own food. Explain that animals, including humans, cannot make their won food and that when animals eat plants or other animals, the energy stored in the food source is passed to them.	Output Stations	Assess It	Assessment
	12/4/2023			Kesler: Structures and Behaviors	SC.4.L.16.2	Explain that although characteristics of plants and animals are inherited, some characteristics can be affected by the environment.	Read It	Input Stations	Read It Questions
	12/5/2023			LS Lesson 10	SC.4.L.16.2	Explain that although characteristics of plants and animals are inherited, some characteristics can be affected by the environment.	Partner Practice (SFM)	IXL N.1	SFM
	12/6/2023			SMQ					
	12/7/2023			LS Lesson 11	SC.5.L.17.1 (SC.4.L.16.2)	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics. Explain that although characteristics of plants and animals are inherited, some characteristics can be affected by the environment.	Partner Practice (SFM)	IXL N.2, N.3, N.4	SFM
Week 15	12/8/2023			Kesler: Structures and Behaviors	SC.5.L.17.1 (SC.4.L.16.2)	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics. Explain that although characteristics of plants and animals are inherited, some characteristics can be affected by the environment.	Output Stations	Assess It	Assessment
	12/11/2023			Kesler: Inherited Traits and Learned Behaviors	SC.5.L.17.1	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics.	Read It	Input Stations	Read It Questions

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Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	12/12/2023	FAST PM2 ELA		Kesler: Inherited Traits and Learned Behaviors	SC.5.L.17.1	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics.	Output Stations	Assess It	Assessment
	12/13/2023			LS Lesson 12	SC.5.L.17.1	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics.	Partner Practice (SFM)	IXL O.3	SFM
	12/14/2023	FAST PM2 Math		Kesler: Impacts on Ecosystems	SC.5.L.17.1	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics.	Read It	Input Stations	Read It Questions
Week 16	12/15/2023			LS Lesson 13	SC.5.L.17.1	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics.	Partner Practice (SFM)	LS Review	SFM
	12/18/2023			Kesler: Impacts on Ecosystems	SC.5.L.17.2	Compare and contrast adaptations displayed in animals and plants that enable them survive in different environments, such as life cycle variations, animal behaviors, and physical characteristics.	Output Stations	Assess It	Assessment
	12/19/2023			LS Quiz	All LS Standards				
	12/20/2023								
	12/21/2023								
Week 17	12/22/2023								
	12/25/2023								
	12/26/2023								
	12/27/2023								
	12/28/2023								
	12/29/2023								
	1/1/2023								
	1/3/2023								
	1/4/2023								
	1/5/2023	No School - Winter Recess							
Week 18	1/6/2023								
	1/8/2024	No School for Students - Teacher Planning Day							
	1/9/2024				NOS + ES				
	1/10/2024				LS				
	1/11/2024			Sci QA2					
Week 19	1/12/2024			SCi QA2 Revision					
	1/15/2024	No School - MLK Day							
	1/16/2024			Properties of Matter	SC.5.P.8.1	Compare and contrast the basic properties of solids, liquids, and gases, such as mass, volume, color, texture, and temperature.	Read It	Input Stations	Read It Questions
	1/17/2024			SMQ					
	1/18/2024			Properties of Matter	SC.5.P.8.1	Compare and contrast the basic properties of solids, liquids, and gases, such as mass, volume, color, texture, and temperature.	Partner Practice (SFM)	IXL ()	SFM

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Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
Week 20	1/19/2024	End Q2		Properties of Matter	SC.5.P.8.1	Compare and contrast the basic properties of solids, liquids, and gases, such as mass, volume, color, texture, and temperature.	Output Stations	Assess It	Assessment
	1/22/2024	Begin Q3		Particles of Matter	SC.5.P.8.1	Compare and contrast the basic properties of solids, liquids, and gases, such as mass, volume, color, texture, and temperature.	Read It	Input Stations	Read It Questions
	1/23/2024			Particles of Matter	SC.5.P.8.1	Compare and contrast the basic properties of solids, liquids, and gases, such as mass, volume, color, texture, and temperature.	Partner Practice (SFM)	IXL ()	SFM
	1/24/2024								
	1/25/2024			Particles of Matter	SC.5.P.8.1	Compare and contrast the basic properties of solids, liquids, and gases, such as mass, volume, color, texture, and temperature.	Output Stations	Assess It	Assessment
Week 21	1/26/2024								
	1/29/2024			Formation of New Substances	SC.5.P.8.3	Demonstrate and explain that mixtures of solids can be separated based on observable properties of their parts such as particle size, shape, color, and magnetic attraction.	Read It	Input Stations	Read It Questions
	1/30/2024	iReady MOY ELA		Testing Schedule - Shorter science block					
	1/31/2024	RCCs		Formation of New Substances	SC.5.P.8.3	Demonstrate and explain that mixtures of solids can be separated based on observable properties of their parts such as particle size, shape, color, and magnetic attraction.	Partner Practice (SFM)	IXL ()	SFM
	2/1/2024	iReady MOY Math / RCCs		Testing Schedule + RCCs = No Science					
Week 22	2/2/2024			Formation of New Substances	SC.5.P.8.3	Demonstrate and explain that mixtures of solids can be separated based on observable properties of their parts such as particle size, shape, color, and magnetic attraction.	Output Stations	Assess It	Assessment
	2/5/2024			Mixtures	SC.5.P.8.3	Demonstrate and explain that mixtures of solids can be separated based on observable properties of their parts such as particle size, shape, color, and magnetic attraction.	Output Stations	Assess It	Assessment
	2/6/2024	ELL ACCESS Testing		Mixtures	SC.5.P.9.1	Investigate and describe that many physical and chemical changes are affected by temperature.	Read It	Input Stations	Read It Questions
	2/7/2024	ELL ACCESS Testing							
	2/8/2024	ELL ACCESS Testing		Conservation of Mass	SC.5.P.9.1	Investigate and describe that many physical and chemical changes are affected by temperature.	Partner Practice (SFM)	IXL ()	SFM
Week 23	2/9/2024			Conservation of Mass	SC.5.P.9.1	Investigate and describe that many physical and chemical changes are affected by temperature.	Output Stations	Assess It	Assessment
Week 24 LOVE OF SCIENCE WEEK - More Info to Come	2/12/2024			Forms of Energy	SC.5.P.10.1	Investigate and describe some basic forms of energy, including light, heat, sound, electrical, chemical, and mechanical.	Read It	Input Stations	Read It Questions
	2/13/2024			Forms of Energy	SC.5.P.10.1	Investigate and describe some basic forms of energy, including light, heat, sound, electrical, chemical, and mechanical.	Partner Practice (SFM)	IXL ()	SFM
	2/14/2024			SMQ					
	2/15/2024			Forms of Energy	SC.5.P.10.1	Investigate and describe some basic forms of energy, including light, heat, sound, electrical, chemical, and mechanical.	Output Stations	Assess It	Assessment
	2/16/2024	No School - Teacher Planning Day							
	2/19/2024	No School - Presidents Day							

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Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	2/20/2024			Uses of Energy	SC.5.P.10.2	Investigate and explain that energy has the ability to cause motion or create change.	Read It	Input Stations	Read It Questions
	2/21/2024								
	2/22/2024			Uses of Energy	SC.5.P.10.2	Investigate and explain that energy has the ability to cause motion or create change.	Partner Practice (SFM)	IXL ()	SFM
Week 25	2/23/2024			Uses of Energy	SC.5.P.10.2	Investigate and explain that energy has the ability to cause motion or create change.	Output Stations	Assess It	Assessment
	2/26/2024			Investigating Forces	SC.5.P.13.1	Identify familiar forces that cause objects to move, such as pushes or pulls, including gravity acting on falling objects.	Read It	Input Stations	Read It Questions
	2/27/2024			Investigating Forces	SC.5.P.13.1	Identify familiar forces that cause objects to move, such as pushes or pulls, including gravity acting on falling objects.	Partner Practice (SFM)	IXL ()	SFM
	2/28/2024								
	2/29/2024			Investigating Forces	SC.5.P.13.1	Identify familiar forces that cause objects to move, such as pushes or pulls, including gravity acting on falling objects.	Output Stations	Assess It	Assessment
Week 26	3/1/2024			Relationship Between Speed and Energy	SC.5.P.13.2	Investigate and describe that the greater the force applied to it, the greater the change in motion of a given object.	Read It	Input Stations	Read It Questions
	3/4/2024			Relationship Betweeen Speed and Energy	SC.5.P.13.2	Investigate and describe that the greater the force applied to it, the greater the change in motion of a given object.	Partner Practice (SFM)	IXL ()	SFM
	3/5/2024			Relationship Betweeen Speed and Energy	SC.5.P.13.2	Investigate and describe that the greater the force applied to it, the greater the change in motion of a given object.	Output Stations	Assess It	Assessment
	3/6/2024								
	3/7/2024			Conductors and Insulators	SC.5.P.11.2	Identify and classify materials that conduct electricity and materials that do not.	Read It	Input Stations	Read It Questions
Week 27	3/8/2024			Conductors and Insulators	SC.5.P.11.2	Identify and classify materials that conduct electricity and materials that do not.	Partner Practice (SFM)	IXL ()	SFM
	3/11/2024			Conductors and Insulators	SC.5.P.11.2	Identify and classify materials that conduct electricity and materials that do not.	Output Stations	Assess It	Assessment
	3/12/2024			Closed Circuits	SC.5.P.10.4	Investigate and explain that electrical energy can be transformed into heat, light, and sound energy, as well as the energy of motion.	Read It	Input Stations	Read It Questions
	3/13/2024								
	3/14/2024			Closed Circuits	SC.5.P.10.4	Investigate and explain that electrical energy can be transformed into heat, light, and sound energy, as well as the energy of motion.	Partner Practice (SFM)	IXL ()	SFM
Week 28	3/15/2024			Closed Circuits	SC.5.P.10.4	Investigate and explain that electrical energy can be transformed into heat, light, and sound energy, as well as the energy of motion.	Output Stations	Assess It	Assessment
	3/18/2024			QA 3 Review					
	3/19/2024	QA3		Mock FSA					
	3/20/2024								
	3/21/2024								
Week 29	3/22/2024	No School - Teacher Planning Day							
	3/25/2024								
	3/26/2024								
	3/27/2024	No School - Spring Break							
	3/28/2024								
Week 30	3/29/2024								

5th Grade Science		Bottom Lines	Science IP Template	Assessment Wiki	Assessment Dashboard	Kesler Folder	Scientist's Strategies (CFS Base)		
Week	**Date**	**Events**	**Day #**	**Lesson Source**	**Standard Focus**	**Benchmark**	**Hearty Tasks**	**Independent Practice**	**Exit Ticket**
	4/1/2024								
	4/2/2024								
	4/3/2024								
	4/4/2024								
Week 31	4/5/2024								
	4/8/2024	End Q3							
	4/9/2024	Begin Q4/ FAST Writing							
	4/10/2024								
	4/11/2024								
Week 32	4/12/2024								
	4/15/2024								
	4/16/2024								
	4/17/2024	RCC							
	4/18/2024	RCC							
Week 33	4/19/2024								
	4/22/2024								
	4/23/2024								
	4/24/2024								
	4/25/2024								
Week 34	4/26/2024								
	4/29/2024								
	4/30/2024								
	5/1/2024								
	5/2/2024								
Week 35	5/3/2024								
	5/6/2024								
	5/7/2024	FAST PM3 ELA							
	5/8/2024								
	5/9/2024								
Week 36	5/10/2024								
	5/13/2024								
	5/14/2024	Sci FSA (5+8) Civics EOC (7)							
	5/15/2024	Sci FSA (5)							
	5/16/2024								
Week 37	5/17/2024								
	5/20/2024								
	5/21/2024	FAST PM3 Math Algebra I EOC							
	5/22/2024								
	5/23/2024								
Week 38	5/24/2024								
	5/27/2024					No School - Memorial Day			
	5/28/2024								
	5/29/2024	iReady ELA EOY							
	5/30/2024	iReady Math EOY							
Week 39	5/31/2024								
	6/3/2024								
	6/4/2024								
	6/5/2024	RCC							
	6/6/2024	RCC							
Week 40	6/7/2024	Half Day/ Last Day of School/ End Q4							

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
A	W	8/14	**Orientation half day** **Text:** Getting Better At Difficult Things **Skill 1: Annotating in ELA**	Unit 0 Foundational Skills	ELA.K12.EE.1.1 ELA.K12.EE.3.1 ELA.K12.EE.4.1	**KWBAT** Read and annotate gradel-level texts with 75%+ accuracy using an annotation key and CFS.	**Teacher Reviews Classroom Entry Routine**	Article of the Day **Model/Guided** Page 1 Answer Key	Page 2 Annotation CFS/Rubric	Page 3-4 Questions #1-4	6th Grade Thinking Steps (for All Standards) Do Now Resources (Week A/Reading Weeks) Do Now/Grammar Resources (Week B/Writing Weeks) (Grammar Answer Key)
	TH	8/15	**Orientation half day** **Text:** Just a Kid? Think Again **Skill 1: Annotating in ELA** **Skill 2: Habits of Discussion**	Unit 0 Foundational Skills	ELA.K12.EE.1.1 ELA.K12.EE.3.1 ELA.K12.EE.4.1	**KWBAT** Read and annotate gradel-level texts with 75%+ accuracy using an annotation key and CFS. **KWBAT** Engage as a scholar by listening and talking in turn, speaking audibly, speaking in complete sentences, and using clear sentence starters when interacting peer to peer (No Struggle, No Progress, 4E)	**Teacher Choice (Routines, Relationship Building, Shoutouts, etc)**	Article of the Day **Model/Guided** Page 1-2 **Discussion Practice** Page 2 Question #2 and Page 3 Question #3 Answer Key	Page 3 Annotation CFS/Rubric Page 3 Question #3	Page 4 Questions 1-2	
	F	8/16	**Orientation half day** **Text:** First Day Fly **Skill 1: Annotating in ELA** **Skill 2: Habits of Discussion** **Skill 3: Writing as a scholar (CFS)**	Unit 0 Foundational Skills	ELA.K12.EE.1.1 ELA.K12.EE.3.1 ELA.K12.EE.4.1	**KWBAT** Read and annotate gradel-level texts with 75%+ accuracy using an annotation key and CFS. **KWBAT** Engage as a scholar by listening and talking in turn, speaking audibly, speaking in complete sentences with evidence, and using clear sentence starters when interacting peer to peer (No Struggle, No Progress, 4E) **KWBAT** Engage as a scholar by writing "accurate answers, clear logic, strong evidence, accurate grammar, complete sentences, and demonstrate best effort" (No Struggle, No Progress, 4E)	**Teacher Choice (Routines, Relationship Building, Shoutouts, etc)**	Article of the Day **Model/Guided** P. 1-2 **Discussion Practice** Page 8 Questions 2 or 3 Answer Key	Page 3-4 Annotation CFS/Rubric	Page 6-7 Questions #1-6	
B	M	8/19	Excerpt from Fever 1793	6A, Lesson 1	ELA.6.R.1.1	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Page 1	Page 2-6	Page 7	Page 8	
	T	8/20	Meeting the Monster (Part I)	6A, Lesson 2	ELA.6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.		Page 2-4	Page 5	Page 6	
	W	8/21	**i-Ready Reading BOY:** **Work Habits Grade (No Rushing Flags/ Earn ALL checks)** *Additional Article	6A (Lesson Extension)	Diagnostic	KWBAT to review the habits of strong test takers. Pre-Req Skill: KWBAT demonstrate testing stamina and active reading by annotating at least 6 of their diagnostic passages. KWBAT to reflect on diagnostic data and set goals for MOY testing.	Do Now	Complete incomplete work OR Animals' Role in Human Disease (Answer Key)		Exit Ticket	
	TH	8/22	Meeting the Monster (Part II)	6A, Lesson 3	**ELA.6.R.2.1** ELA 6.R.2.2	**KWBAT** Explain how individual text sections and/or features convey meaning in texts.	Page 1	Page 2-6	Page 7-8	Page 9	
	F	8/23	Feeding the Fishes	6A Lesson 4	**ELA.6.R.2.1** ELA 6.R.2.2	**KWBAT** Explain how individual text sections and/or features convey meaning in texts	Page 1	Page 2-6	Page 7	Page 8-9	
1	M	8/26	Feeding the Fishes/ Disney Trek	6A Lesson 5	**ELA.6.R.3.1** ELA.6.R.2.2	**KWBAT** Explain how figurative language contributes to tone and meaning in text(s).	Page 1	Page 2-8	Page 9-10	Page 11	
	T	8/27	The Sand Castle (Day 1)	6A Lesson 6	ELA.6.R.1.1	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Page 1	Page 2-7	Page 9-10	No Exit Ticket	
	W	8/28	**i-Ready Math BOY**								

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
	TH	8/29	The Sand Castle (Day 2)	6A Lesson 7	ELA.6.R.1.1	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text	Page 11	Review Page 8 Page 12	Page 13-14	Page 15	
	F	8/30	Plans	6A Lesson 8	ELA.6.R.2.4	**KWBAT** Track the development of an argument, identifying the types of reasoning used.	Page 1	Page 2-6	Page 7	Page 8	
	M	9/2	Going Nowhere	6A Lesson 9	ELA.6.R.2.4 ELA.6.R.2.1	**KWBAT** Track the development of an argument, identifying the types of reasoning used.	Page 1	Page 2-7	Page 8	Page 9	
	T	9/3	The First Clue	6A Lesson 1	ELA 6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.	Page 1	Page 2-6	Page 7	Page 8	
2	W	9/4	**CRQ (ELA.6.R.1.1 & ELA.6.R.2.2)**								
	TH	9/5	Yellow Fever Circles Brazil's Huge Cities	6A Lesson 1	ELA.6.R.2.4	**KWBAT** Track the development of an argument, identifying the types of reasoning used.	Page 1 (Number 1-3)	Page 2- 6	Page 7-8	Page 9	
	F		Yellow Fever Circles Brazil's Huge Cities (Second Read/Video)	6A Lesson 1	ELA.6.R.3.3	**KWBAT** compare and contrast how authors from different time periods address the same or related topics.	Page 1 (Number 4-6)	Page 3-5 (2nd Read) Watch Video	Page 10	Page 11	
	M	9/9	**Writing Workshop (Expository):** Understanding & Decoding Expository Rubric	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Essay Introduction	Expository Prompt		Decoded Prompt	
	T	9/10	**FAST ELA (Update: 9/17)**								
3	W	9/11	**Writing Workshop (Expository):** Analyzing Sources & Planning Planning Sheet	Writing	ELA.6.C.1.4	KWBAT Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.		Yellow Fever Sources	Planning & Completion of analyzing both sources		
	TH	9/12	**FAST MATH (Update: 9/19)**								
	F	9/13	**Writing Workshop (Expository):** Writing an Effective Introduction (Controlling Idea) Introduction PPT Written Response Pages Informative/Expository Checklist	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.		Writing Checklist		Strong controlling idea	
	M	9/16	**Writing Workshop (Expository):** Drafting Effective Body Paragraphs Transitions Elaboration Body PPT	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.		Elaboration Techniques		Supporting Evidence & Elaboration	
4	T	9/17	**Writing Workshop (Expository):** Complete Body & Strong Conclusion Conclusion PPT Student Friendly Rubric	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.				Conclusion/Essay Wrap Up	
	W	9/18	**CRQ (ELA.6.R.2.1 & ELA.6.R.2.4)**								
	TH	9/19	Little Women (Chapter 1: Day One)	6A Lesson 13	ELA.6.R.1.1	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Page 1	Page 2-8	Page 18-19	Page 20	

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
	F	9/20		6A Lesson 14	ELA.6.R.1.1	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Page 1	Page 8 -12	Page 21	No Exit Ticket	
	M	9/23	Little Women (Chapter 1: Day Three)	6B Lesson 15	ELA.6.R.1.2	**KWBAT** Analyze the development of stated or implied theme(s) throughout a literary text.	Page 1	Page 12 -16	Page 22	Page 23	
	T	9/24	Little Women (Chapter 2: Day One)	6B Lesson 16	ELA.6.R.1.1 ELA.6.R.1.2	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text. **KWBAT** Analyze the development of stated or implied theme(s) throughout a literary text.	Page 1	Page 4-7	Page 17	Page 18	
5	W	9/25	Poetry Introduction	Poetry	ELA.6.R.1.2 ELA.6.R.1.4	**KWBAT** Analyze the development of stated or implied theme(s) throughout a literary text. **KWBAT** Describe the impact of various poetic forms on meaning and style.	Poetry PPT (Intro: Slides 1-9) Review Theme	Page 1-2	Page 3 (#1-3)	Page 3-4 (#4-5)	
	TH	9/26	Little Women (Chapter 2: Day Two)	6B Lesson 17	ELA.6.R.1.1 ELA.6.R.1.2	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text. **KWBAT** Analyze the development of stated or implied theme(s) throughout a literary text.	Page 1	Page 7-9	Page 19	Page 20	
	F	9/27	Little Women (Chapter 2: Day Thr	6B Lesson 18	ELA.6.R.1.1 ELA.6.R.1.2	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text. **KWBAT** Analyze the development of stated or implied theme(s) throughout a literary text.	Page 1	Page 10-15	Page 21	Page 22	
	M	9/30	Little Women Close Out (Chapter 1&2)	6B Lesson 19	ELA.6.R.1.1 ELA.6.R.1.2	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text. **KWBAT** Analyze the development of stated or implied theme(s) throughout a literary text.			Chapters 1 & 2 Review	Additonal Questions	
	T	10/1	Reading Buddies	6B Lesson 2	ELA.6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.	Page 1 (Watch video after completing Do Now)	Page 2- 5	Page 6	Page 7 (Pre-Reading Vocabulary Activity)	
	W	10/2	**CRQ 3**								
6	TH	10/3	How Smart are Animals? (Day 1; Paragraphs 1-9)	6B Lesson 21	**ELA.6.R.2.3** ELA.6.R.2.1	**KWBAT** Analyze authors' purpose(s) in multiple accounts of the same event or topic. **KWBAT** Explain how individual text sections and/or features convey meaning in texts.	Page 1	Page 3-6	Page 11-12	Page 13	
	F	10/4	How Smart are Animals? (Day 2; Paragraphs 10-18)	6B Lesson 22	ELA.6.R.2.3 ELA.6.R.2.1	**KWBAT** Analyze authors' purpose(s) in multiple accounts of the same event or topic. **KWBAT** Explain how individual text sections and/or features convey meaning in text	Page 2	Page 6- 11	Page 14	Page 15	
	M	10/7	So What is a Primate?	6B Lesson 23	ELA.6.R.2.1	**KWBAT** Explain how individual text sections and/or features convey meaning in text	Page 1	Page 2-7	Page 8	Page 9	
	T	10/8	Review of How Smart are Animals & So What is a Primate?"		ELA.6.R.3.3	**KWBAT** Compare and contrast how authors from different time periods address the same or related topics.	Page 1	Refer to Texts from Lessons 21-23	Re-Read Texts	Page 2-3	
7	W	10/9	Acquainted with the Night		ELA.6.R.1.4	**KWBAT** ELA.6.R.1.4 Describe the impact of various poetic forms on meaning and style.	Page 1	Page 2-4	Page 5	Page 6 Answer Key	

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
	TH	10/10	The Rose the Grew from Concrete		ELA.6.R.1.4	**KWBAT** Explain how figurative language contributes to tone and meaning in text(s).	Page 1	Page 2-4	Page 5	Page 6	
	F	10/11	QBL Priority Lesson		ELA.6.R.1.1	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Standards Based Do Now Lesson	Plot Development: Hope I Don't See a Ghost (TE) Hope I Don't See a Ghost (SE)	The Rollercoaster	Answer Comprehension Questions	
8	M	10/14	QBL Priority Lesson		ELA.6.R.1.1	**KWBAT** Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Standards Based Do Now Lesson	The Drive-in Movies	A Girl's Best Friend	Answer Comprehension Questions	
	T	10/15	QBL Priority Lesson		ELA.6.R.1.3	**KWBAT** Explain the influence of multiple narrators and/or shifts in point of view in a literary text.	Standards Based Do Now Lesson	Point of View: Letters (TE) Letters (SE)	The Scholarship Jacket	Answer Comprehension Questions	
	W	10/16	QBL Priority Lesson		ELA.6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.	Standards Based Do Now Lesson	Dedicated to the Goal	Should Girls be Allowed to Play High School Football?	Answer Comprehension Questions	
	TH	10/17	**Quarterly Assessment 1 (Update: 10/17)**	**Day 1**							
	F	10/18	**Make Up/QA Revision Day (Update: 10/18)**	**Day 2**							
	M	10/21	Teaching Rhetoric		ELA.6.R.3.4	KWBAT Identify rhetorical appeals in a text.	Figuarative Language				
	T	10/22	Teaching Rhetoric		ELA.6.R.3.4	KWBAT Identify rhetorical appeals in a text.	Figuarative Language				
9	W	10/23	Rhetorical Analysis		ELA.6.R.3.4	KWBAT Identify rhetorical appeals in a text.	Rhetoric PPT Central Idea Do Nows				
	TH	10/24	Rhetorical Analysis		ELA.6.R.3.4	KWBAT Identify rhetorical appeals in a text.	Central Idea Do Nows				
	F	10/25	Rhetorical Analysis			KWBAT Identify rhetorical appeals in a text.	Central Idea Do Nows				
	M	10/28	**Regional PD | No school**								
	T	10/29	**Beginning of Q2/Writing Baseline** Robots Prompt								
10 Week A	W	10/30	That's Not Progress (Teachers' Edition) Student Pages	6C	ELA.K12.EE.2.1	**KWBAT** read an argumentative text while annotating and completing the GBTJ	Page 243	244-245	GBTJ/ Annotation	Completed paragraph GIST	
	TH	10/31	That's Not Progress Student Pages	6C	ELA.6.R.2.4	**KWBAT** track the development of an argument	Review Argument	Tracing Argument G.O Argument G.O	Page 246 (Summary)	That's No Progress Exit Ticket	
	F	11/1	Claims and Evidence Part 1: Claims, evidence, audience Part 2: Claim & Organizational Patterns	6C	ELA.6.R.2.4	**KWBAT** track the development of an argument through claims and evidence presented by the writer.	Author's Claim	Tracing Argument	Part 1: Page 2 Part 2: Page 2	Part 1: Page 2 (#1-2) Part 2: Page 2 (#1-2)	
	M	11/4	Feathered Friend (Teacher's Edition) Student Pages	6C	ELA.K12.EE.2.1	**KWBAT** Read and comprehend grade-level complex texts proficiently.	Standards Based Do Now Lesson	Reading & Annotating using GBTJ pg 254	Questions on pg 257 (#1&2)	Completed GBTJ & Questions 4-6	

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
11 Week A	T	11/5	Feathered Friend Student Pages	6C	ELA.6.R.1.2	**KWBAT** analyze the development of stated or implied theme(s) throughout a literary text.	Standards Based Do Now Lesson		Text Dependent pg. 259 (#1,2 3)	Exit Ticket Day 1	
	W	11/6	**CRQ 4**	6C							
	TH	11/7	Feathered Friend Student Pages	6C	ELA.6.R.1.1 ELA.6.R.1.2	**KWBAT** analyze how the interaction between characters contributes to the development of a plot in a literary text. **KWBAT** analyze the development of stated or implied theme(s) throughout a literary text.	Standards Based Do Now Lesson		Text Dependent pg. 261 (#1-4)	Exit Ticket Day 2	
	F	11/8	Feathered Friend Student Pages	6C		**RESPOND TO EXIT TICKET DATA**					
12 Week B Writing	M	11/11	**VETERANS DAY**								
	T	11/12	Writing Workshop (Argumentative): Understanding & Decoding the prompt Argumentative Prompt "Robots"	Writing	ELA.6.C.1.3	**KWBAT** decode an argumentative prompt in order to begin the writing process to include a claim.	Page 1 Part A Grammar Book Answer Key	Argumentative Rubric Argumentative Prompt "Robots" Student Scoring Sampler		Decoded Prompt	
	W	11/13	Writing Workshop (Argumentative): Analyzing Sources & Planning	Writing	ELA.6.C.1.3	**KWBAT** plan out their writing using their claim and provided sources for reasons. **KWBAT** read multiple sources in order to find evidence that supports their argument.	Page 1 Part B	Planning Sheet Analyzing Sources Additional Essay Outline/Planning		Sources Annotated & Planning	
	TH	11/14	Writing Workshop (Argumentative): Writing an Effective Introduction (Thesis Statement/Claim)	Writing	ELA.6.C.1.3	**KWBAT** Write an effective introduction to include a thesis statement with valid reasons.	Page 109 Part A	Introduction Paragraph		Completed Introduction/Thesis Statement Checklist	
	F	11/15	Writing Workshop (Argumentative): Drafting Effective Body Paragraphs	Writing	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Page 109 Part B	Transitions Body Paragraphs Elaborations		1-2 Body Paragraphs Claims/Counterclaims Checklist	
13 Week A	M	11/18	Writing Workshop (Argumentantive): Complete Body & Strong Conclusions	Writing	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Page 110 Part A	Conclusion Paragraph		Completed Body Paragraphs/ Conclusion Checklist	
	T	11/19	The Biometric Body (Teacher's Edition)	6C	ELA.6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.	Standards Based Do Now Lesson/Introduce Vocabulary	Page 267 (Guided Reading/CFU)	GBTJ/Annotation Comprehension Questions PG. 271 questions 1-3	Page 271 Question #4 Part B Question #5 Part A/Part B Question #6	
	W	11/20	**CRQ 5**								
	TH	11/21	The Biometric Body	6C	ELA.6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.	Standards Based Do Now Lesson		Page 273 Question (1-4)	Exit Ticket Day 2	

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
	F	11/22	The Biometric Body	6C	ELA.6.R.2.4 ELA.6.R.2.1	**KWBAT** Track the development of an argument **KWBAT** Explain how individual text sections and/or features convey meaning in texts.	Standards Based Do Now Lesson		Independent Questions	Exit Ticket Day 3	
14	M	11/25	**Thanksgiving Break**								
	T	11/26									
	W	11/27									
	TH	11/28									
	F	11/29									
15 Week A	M	12/2	Biometrics are Not Better (Teacher's Edition)	6C	ELA.6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.	Standards Based Do Now Lesson	Page 276-277 (Intro & Guided Reading)	GBTJ/Annotations Questions on pg. 278	Pg. 279 questions 2&3	
	T	12/3	Biometrics are Not Better	6C	ELA.6.R.2.4	**KWBAT** Track the development of an argument	Standards Based Do Now Lesson	Reread Text & Review Genre/Text Elements on Page 281	Annotate, Question, & Conclude Questions on Page 278	Page 281 questions 1-3	
	W	12/4	**Response to Data/Flex Day**								
	TH	12/5	Biometrics are Not Better	6C	ELA.6.R.2.3 ELA.6.R.3.3	**KWBAT** analyze authors' purpose(s) in multiple accounts of the same event or topic. **KWBAT** compare and contrast how authors from different time periods address the same or related topics.	Standards Based Do Now Lesson	Review Graphic Organizer (Compare/Contrast Text)	Reread both texts/Fill in G.O	Completed G.O and written response	
	F	12/6	Biometrics are Not Better	6C		**RESPOND TO EXIT TICKET DATA**				Biometrics are Not Better Selection Test	
16 Week B Writing	M	12/9	The Biometric Body vs. Biometrics are Not Better (Argumentative Response) Biometric Prompt	6C	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Biometric Prompt Planning			Claim/Evidence from text	
	T	12/10	**PM2 ELA**								
	W	12/11	**Flex Day** **Remediate a Standard, Small Group Data-Informed Lessons, or IXL**								
	TH	12/12	**PM2 Math**								
	F	12/13	The Biometric Body vs. Biometrics are Not Better (Argumentative Response) Biometric Prompt	6C	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Biometric Prompt			Completed Argumentative Response	
17 Week A	M	12/16	Is Our Gain Also Our Loss? (Teacher's Edition)	6C	ELA.6.R.2.2	**KWBAT** Analyze the central idea(s), implied or explicit, and its development throughout a text.	Standards Based Do Now Lesson	Reading & Annotating Using GBTJ Pg. 307		Completed GBTJ & Annotations	
	T	12/17	Is Our Gain Also Our Loss?	6C	ELA.6.R.2.3	**KWBAT** analyze the autho'r purpose in a text.	Pg. 304		Complete #1-2 Pg. 310	Question 3&4 page 309	
	W	12/18	**Flex Day/Respond to Data**	6C							
	TH	12/19	Is Our Gain Also Our Loss?	6C	ELA.6.R.2.3	**KWBAT** analyze the autho'r purpose in a text.		Additional Exit Ticket Questions		Is Our Gain Also Our Loss? Selection Test	
	F	12/20	**Early Release**								
18	M	12/23									
	T	12/24									
	W	12/25									

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
	TH	12/26	WINTER RECESS								
	F	12/27									
19	M	12/30									
	T	12/31									
	W	1/1									
	TH	1/2									
	F	1/3									
20 Week A	M	1/6	Regional PD | No school								
	T	1/7	The Fun They Had (Teacher's Edition)	6C	ELA.K12.EE.2.1 ELA.R.6.1.1	**KWBAT** read and comprehend grade-level complex texts proficiently. **KWBAT** analyze how the interaction between characters contributes to the development of a plot in a literary text.	Introduce Science Fiction (Page 324)	Reading & Annotating using GBTJ pg. 327-328	GBTJ/Annotations	Completed GBTJ & #2-3 on Page 331	
	W	1/8	The Fun They Had **UPDATE: CRQ 6**	6C	ELA.R.6.1.1	**KWBAT** analyze how the interaction between characters contributes to the development of a plot in a literary text.	Standards Based Do Now Lesson		#1-2 on Page 325	Exit Ticket (#1-3 of Setting, Character, & Plot Development))	
	TH	1/9	The Fun They Had	6C	ELA.R.6.1.2	**KWBAT** analyze the development of stated or implied theme(s) throughout a literary text.	Standards Based Do Now Lesson		#4-6 on Page 331	Exit Ticket (#1-3 of Theme)	
	F	1/10	The Fun They Had	6C		**KWBAT** analyze the development of stated or implied theme(s) throughout a literary text.	Standards Based Do Now Lesson			The Fun They Had Selection Test	
21 Week B	M	1/13	Writing Workshop (Argumentative): Understanding & Decoding the prompt Argumentative Prompt: Year Round School	Writing	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Argumentative Rubric Argumentative Prompt: Year Round School			Decoded Prompt	
	T	1/14	Writing Workshop (Argumentative): Analyzing Sources & Planning/Introduction	Writing	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Planning Sheet Analyzing Sources Introduction			Sources Annotated & Planning Completed Introduction /Thesis Statement	
	W	1/15	i-Ready Reading MOY								
	TH	1/16	Writing Workshop (Argumentative): Drafting Effective Body Paragraphs	Writing	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Body Paragraphs Transitions Elaborations			1-2 Body Paragraphs	
	F	1/17	Writing Workshop (Argumentantive): Complete Body & Strong Conclusions	Writing	ELA.6.C.1.3	**KWBAT** Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Conclusion Argumentative Checklist			Completed Body Paragraphs/ Conclusion	
22 Week A	M	1/20	MLK DAY | NO SCHOOL								
	T	1/21	Response to Data/Flex Day								
	W	1/22	i-Ready Math MOY								
	TH	1/23	Response to Data/Flex Day								
	F	1/24	(End of Q2) Response to Data/Flex Day								
	M	1/27	Beginning of Q3 - Regional FAST Writing Baseline Expository Prompt: The Importance of Water								

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
23 Week A	T	1/28	**Unit 4: The Power of Imagination (pg.352)** The Great Universal Undo	4	ELA.K12.EE.2.1	KWBAT read and comprehend grade-level complex texts proficiently.	Standards Based Do Now Lesson	Reading & Annotating using GBTJ	GBTJ/Annotations	Completed GBTJ	6th Grade Updated Question Stems The Power of Imagination Unit 4: Introduction
	W	1/29	The Great Universal Undo	4	ELA.6.R.1.1	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Academic Vocabulary pg. 355	Second Read (Independent)	Pg. 358	Exit Ticket	**SAVVAS Resources** -Prepare to Read -Build Insight
	TH	1/30	Jabberwocky (Poem)	4	ELA.6.R.1.4	KWBAT Describe the impact of various poetic forms on meaning and style.	Standards Based Do Now Lesson	Pg. 460-461			
	F	1/31	The Mock Turtle's Song (Poem)	4	ELA.6.R.1.4	KWBAT Describe the impact of various poetic forms on meaning and style.	Standards Based Do Now Lesson	Pg. 462-463		Selection Test (SAVVAS Online Resource)	
24 Week B Writing	M	2/3	Writing Workshop (Expository): Understanding & Decoding the prompt Expository Prompt: The Importance of Water	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson	Expository Rubric Writing Organizer Expository Checklist Analyzing Sources *(Writing Resources are all linked above)*			
	T	2/4	Writing Workshop (Expository): Analyzing Sources & Planning	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson				
	W	2/5	**CRQ 7 Early Release (RCC)**								
	TH	2/6	Writing Workshop (Expository): Writing an Effective Introduction (Thesis Statement/Controlling Idea) **Early Release (RCC)**	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson	Introduction Paragraph Transitions Elaborations Body Paragraphs Conclusion *(Writing Resources are all linked above)*			
	F	2/7	Writing Workshop (Expository): Drafting Effective Body Paragraphs	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson				
25 Week A	M	2/10	Writing Workshop (Expository): Complete Body & Strong Conclusions	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson				
	T	2/11	*from* the Misadventures of Don Quixote		ELA.K12.EE.2.1	**KWBAT** read and comprehend grade-level complex texts proficiently.	Learn About Genre: Retelling (Page 444)	Close Read Guide	GBTJ/Annotations	Completed GBTJ	**SAVVAS Resources** -Prepare to Read -Build Insight -Analyze & Interpret
	W	2/12	**Response to Data/Flex Day**								
	TH	2/13	*from* the Misadventures of Don Quixote		ELA.6.R.1.1 ELA.6.R.1.3	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text. Explain the influence of multiple narrators and/or shifts in point of view in a literary text.	Standards Based Do Now		Build Insight (pg. 451)		
	F	2/14	*from* the Misadventures of Don Quixote		ELA.6.R.1.1 ELA.6.R.1.3	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text. Explain the influence of multiple narrators and/or shifts in point of view in a literary text.	Standards Based Do Now			Exit Ticket or Selection Test (SAVVAS Online Resource)	
	M	2/17	**PRESIDENTS DAY | NO SCHOOL**								

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
26 Week B Writing	T	2/18	Writing Workshop (Argumentative) Understanding & Decoding the prompt Argumentative Prompt: Natural Disasters	Writing	ELA.6.C.1.3	KWBAT Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Grammar Lesson	Argumentative Rubric Writing Organizer Argumentative Checklist *(Writing Resources are all linked above)*			
	W	2/19				CRQ 8					
	TH	2/20	Writing Workshop (Argumentative): Writing an Effective Introduction (Thesis Statement/Claim)	Writing	ELA.6.C.1.3	KWBAT Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Grammar Lesson	Introduction Paragraph Transitions Elaborations Body Paragraphs Conclusion *(Writing Resources are all linked above)*			
	F	2/21	Writing Workshop (Argumentative): Drafting Effective Body Paragraphs	Writing	ELA.6.C.1.3	KWBAT Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Grammar Lesson				
27 Week A	M	2/24	Writing Workshop (Argumentative): Complete Body & Strong Conclusions	Writing	ELA.6.C.1.3	KWBAT Write and support a claim using logical reasoning, relevant evidence from sources, elaboration, and a logical organizational structure with varied transitions.	Grammar Lesson				
	T	2/25	The Phantom Toolbooth (Act I)		ELA.K12.EE.2.1	**KWBAT** read and comprehend grade-level complex texts proficiently.	Learn about Genre: Drama (pg. 362)	Genre/ Text Elements (pg. 363) -Start Play (assign roles) pg. 365	Close Read Questions (pg. 367)	-	**SAVVAS Resources** -Prepare to Read -Build Insight -Analyze & Interpret
	W	2/26				**Response to Data/Flex Day**					
	TH	2/27	The Phantom Toolbooth (Act I)		ELA.6.R.1.1	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Concept Vocabulary (pg. 364)	Pg.369-372	Close Read Questions (Pg. 369)		
	F	2/28	The Phantom Toolbooth (Act I)		ELA.6.R.1.1	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text.		Pg. 373 - 377	Close Read Questions (Pg. 374)		
28 Week B Writing	M	3/3	Writing Workshop (Expository): Understanding & Decoding the prompt Expository Prompt: Plastic Waste	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson	Argumentative Rubric Writing Organizer Argumentative Checklist Introduction Paragraph Transitions Elaborations Body Paragraphs Conclusion *(Writing Resources are all linked above)*			
	T	3/4	Writing Workshop (Expository): Analyzing Sources & Planning	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson				
	W	3/5	Writing Workshop (Expository): Writing an Effective Introduction (Thesis Statement/Controlling Idea)	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson				

6th GRADE - ELA

Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Do Now	Hearty Task (Model/Guided Practice)	Independent Practice	Exit Ticket	ELA Resources For Planning
	TH	3/6	Writing Workshop (Expository): Drafting Effective Body Paragraphs + Conclusion	Writing	ELA.6.C.1.4	**KWBAT** Write expository texts to explain and/or analyze information from multiple sources, using a logical organizational structure, relevant elaboration, and varied transitions.	Grammar Lesson				
	F	3/7	**QA Prep**				Grammar Lesson				
29 Week A	M	3/10	Quarterly Assessment 3								
	T	3/11	**Make Up, QA Revision Day**								
	W	3/12	The Phantom Toolbooth (Act I)		ELA.6.R.1.1	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Standards Based Do Nows	Pg. 378 - 382	Close Read Questions (Pg. 378)		
	TH	3/13	The Phantom Toolbooth (Act I)		ELA.6.R.1.1	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Standards Based Do Nows	Pg. 383 - 385	Close Read Questions (Pg. 381)		
	F	3/14	The Phantom Toolbooth (Act I)		ELA.6.R.1.1	KWBAT Analyze how the interaction between characters contributes to the development of a plot in a literary text.	Standards Based Do Nows	Pg. 386 - 388	Close Read Questions (Pg. 384)	Exit Ticket	
30 Week B Writing	M	3/17	**COLD WRITE (Argumentative OR Expository)** Spending Time **(Argumentative)** Housing **(Expository)**								
	T	3/18		Writing	ELA.6.C.1.3 OR ELA.6.C.1.4	Prompt and student published pieces will be based on student needs from previous writings	Grammar Lesson	All writing resources have been previously used during writing workshops		Completed Essay (Edited & Typed)	
	W	3/19		Writing			Grammar Lesson				
	TH	3/20		Writing			Grammar Lesson				
	F	3/21	**Ending of Q3**	Writing			Grammar Lesson				
31 BREAK!	M	3/24	**Spring Break**								
	T	3/25									
	W	3/26									
	TH	3/27									
	F	3/28									
38	M	5/12	Math PM3 Grades 5-6								
	T	5/13	Math PM3 Grades 7-8 & Algebra								
	W	5/14			Poetry and Prose Informational Reading across Genre/Vocab						
	TH	5/15									
	F	5/16									
39	M	5/19									
	T	5/20	Novel Study - 7 Days			7-Day Novel Study					
	W	5/21	iReady Math EOY								
	TH	5/22	Reading PM3 Grades 5-6								
	F	5/23	Reading PM3 Grades 7-8								
40	M	5/26	**MEMORIAL DAY | NO SCHOOL**								
	T	5/27									
	W	5/28	iReady Reading EOY								
	TH	5/29									
	F	5/30									
41	M	6/2									
	T	6/3									
	W	6/4									
	TH	6/5									
	F	6/6									

BIG-M (Grade 7)			7th Grade - Math							
Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
	W	8/14	Orientation half day							
	TH	8/15	Orientation half day							
A	F	8/16	Orientation half day							number - Subtraction: add the opposite; (-) means opposite - Mult/Div: The product/quotient of integers with the same sign will always be positive and with different signs will be negative. **Habits:** - Circle number with its sign - Identify if your answer will be +/- before doing any computations"
	M	8/19		U7 L5	6.NSO.4.1	Add integers with procedural fluency	HT 1: 7.5.2 (#1, 2, 5, 6) HT 2: 7.5.3 (#2, 3)	IP 1: 7.5.4 (#1a, b) IP 2: 7.5.5 (#1) IP 3: 7.5.6 (#1)	U7L5 ET	
	T	8/20		U7 L9	6.NSO.4.1	Subtract integers with values greater than 100	HT 1: 7.9.2 (#1, 2) HT 2: 7.9.2 (#4, 4)	IP 1: 7.9.3 (#1, 2) IP 2: 7.9.3 (#3)	U7L9 ET	
	W	8/21	I-Ready Reading BOY							
	TH	8/22	Picture Day Gr 5-6	U7 L13	6.NSO.4.1	Multiply and divide integers with procedural fleuncy	HT 1: 7.13.2 (#1) HT 2: 7.13.3 (#1, 2, 4, 5)	IP 1: 7.13.4 (#1, 2) IP 2: 7.13.5	U7L13 ET	
B	F	8/23	Picture Day Gr 7-8			POWER DAY				
	M	8/26		U3 L1 & U3L2	7.NSO.2.2	Fluently add/Subtract rational numbers (Day 1 - Fractions)	HT 1: 3.1.2 (#2) HT 2: 3.1.3 (#1) HT 3: 3.4.1 (#1, 6)	IP 1: 3.1.5 (#1, 2) IP 2: 3.1.6 (#1a, c, f)	U3L1 & 2 ET Fractions	**Key Points:** - Rational numbers are any numbers that can be expressed as a ratio (fractions, percents, decimals) - Integer operations rules apply to rational numbers - When add/subt fractions we always need a common denominator (that is the common unit) - When add/subt fractions, keep the denominator and only add/subt the numerators - When multiplying fractions you multiply the numerators from left to right AND then the denominators from left to right -When dividing fractions, the first fraction stays the SAME, change the operations to its INVERSE (multiplication) and make the next fraction its RECIPROCAL. (S-I-R) - When add/sub decimals, line up the decimal points before doing so - When multiplying decimals, count the decial places - When dividign decimals, bring the decimal up. - MAKE SURE THEY KNOW WHAT TO DO .... but use the calculator :) **Habits:** - Convert all rational numbers in a given problem into a common unit (all in fractions, all in decimals, all in percents, etc.) -- This may look like converting all mixed numbers into improper fractions. - Anything done on calculator needs to be written on student paper "
	T	8/27	I-Ready Math BOY							
	W	8/28		U3 L1 & U3L2	7.NSO.2.2	Fluently add/subtract rational numbers	HT 1: 3.1.2 (#1)	IP 1: 3.1.5 (#3)	U3L1 & 2 ET Decimals	
	TH	8/29		U3 L3 & U3 L4	7.NSO.2.2	Fluently multiply/divide rational numbers	HT 1: 3.3.2 (#1-4)	IP 1: 3.3.3 (#1, 2) *If more	U3L3 & 4 ET Mult & Divide	
1	F	8/30		U3 L5	7.NSO.2.3	Solve problems with one or two operations by adding and/or subtracting rational numbers Part 1	HT 1: 3.5.2 (#1) HT 2: 3.5.3 (#1-5)	IP 1: 3.5.4 (#1) IP 2: 3.5.5 (#1) *If more problems are needed, use Lesson 5 practice problems.	U3L5 ET	
	M	9/2	LABOR DAY							
	T	9/3		U3 L6	7.NSO.2.3	Solve problems with one or two operations by adding and/or subtracting rational numbers Part 2	HT 1: 3.6.2 (#1-6)	IP 1: 3.6.3 (#2, 3) IP 2: 3.6.4 (#1, 2)	U3L6 ET	
	W	9/4				POWER DAY				
	TH	9/5		U3 L8	7.NSO.2.3	Solve problems with at least three operations by adding and/or subtracting rational numbers (part 4)	HT 1: 3.8.2	IP 1: 3.8.3 (#1, 2) *If more problems are needed, use Lesson 8 practice problems.	U3L8 ET	
2	F	9/6		U8 L1	7.NSO.1.1	Power of Product and Power of powers and identity laws of exponents (Day 1 - Product of Powers and Identity Law)	Product of Powers HT 1: 8.1.2 (#1-4) Identity Law HT 1: 8.1.5 (#1, 2)	IP 1: 8.1.5 (#1, 2) *If more problems are needed, use Lesson 1 practice problems (only product of powers and identity law).	U8L1 ET Day 1	

BIG-M (Grade 7)			7th Grade - Math							
Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
	M	9/9		U8 L1	7.NSO.1.1	Power of Product and Power of powers and identity laws of exponents (Day 2 - Powers of Powers and mixed review)	Power of a Product HT 1: 8.1.3 (#1, 2, 5)	IP 1: 8.1.4 (#1, 2, 3) IP 2: 8.1.6 (#1) *If more problems are needed, use Lesson 1 practice problems (mixed).	U8L1 ET Day 2	
	T	9/10		U8 L2	7.NSO.1.1	Explain and use the quotient of powers, power of quotient, and zero exponent laws (Day 1 - Quotient of Powers and Zero Exponent Law)	Quotient of Powers HT 1: 8.2.2 (Tasks #1-3) Zero Exponent HT 1: 8.2.4 (Tasks #1-3)	Use practice problems from Lesson 2 (#1-4)	U8L2 ET Day 1	
	W	9/11	CRQ #1 - MATH- CANCELLED DUE TO PD			POWER DAY				
	TH	9/12		U8 L3	7.NSO.2.1	Generate equivalent expressions by applying the laws of exponents (Day 1)	HT 1: 8.3.2 (#1, 2)	IP 1: 8.3.3 (#1) IP 2: 8.3.3 (#2)	U8L3 ET Day 1	
3	F	9/13		U8 L3	7.NSO.2.1	Generate equivalent expressions by applying the laws of exponents (Day 2)	HT 1: 8.3.4 (Activity)	IP 1: 8.3.5 (#2a-c) IP 2: Use Lesson 3 homework problems (#1-4).	U8L3 ET Day 2	**Key Points:** - Repeated addition is multiplication and repeated multiplication is exponents - You can only simplify like "bases" - Bases can be variables - We are NOT solving, just simplifying - Students should come up with their own rules after expanding - The order of operations does not matter here - When determining if 2 are equivalent *Substitute with the same value to check - OR - *Solve for the variable and compare **Habits:** - Always expand or name rule - Set up division as a fraction - Complete one rule at a time, then organize your work showing each operation
	M	9/16		U8 L4	7.NSO.2.1/ 7.NSO.2.2	Evaluate numeric expressions with up to three operations	HT 1: 8.4.3 (#1-5)	IP 1: 8.4.4 (#1, 2) IP 2: 8.4.5 (#1, 2) IP 3: 8.4.5 (#3)	U8L4 ET	
	T	9/17	FAST ELA							
	W	9/18				POWER DAY				
	TH	9/19	FAST MATH							
4	F	9/20		U8 L5	7.NSO.2.1/ 7.NSO.2.2	Evaluate numeric expressions with up to three or four operations	HT 1: 8.5.2 (#1, 2) IP 1: 8.5.3 (#1-5)	IP 1: 8.5.4 (#1) IP 2: 8.5.5 (#1a-c)	U8L5 ET	
	M	9/23		U9 Prereq L1A	7.AR.1.1	Combining like terms	USE THIS LESSON	IP from this one o	U9L1A ET	
	T	9/24		U9 Prereq L1B	7.AR.1.1	Distributive property	s to introduce distr	outing the negative	U9L1B ET	
	W	9/25	KCA Swag Party & CRQ #2 - MATH			CRQ DAY & RESPONSE TO DATA				
	TH	9/26		U9 L1	7.AR.1.1	Add and subtract linear expressions	HT 1: 9.1.6 (#1) HT 2: 9.1.7 (#1-5)	*Use Lesson 1 practice problems (ie: #3-10).	U9L1 ET	
5	F	9/27		U9 L2	7.AR.1.1	Add linear expressions with rational coefficients	HT 1: 9.2.3 (#1, 2) HT 2: 9.2.4 (#1)	IP 1: 9.2.5 (#1a-d) IP 2: 9.2.6 (#1a-e)	U9L2 ET	
	M	9/30		U9 L3	7.AR.1.1	Subract linear expressions with rational coefficients	HT 1: 9.3.2 (#1) HT 2: 9.3.3 (#1, 2)	IP 1: 9.3.4 (#1-3) IP 2: 9.3.5 (#1a-c, 2)	U9L3 ET	

BIG-M (Grade 7)			7th Grade - Math							
Week	**Day**	**Date**	**Events + Assessments**	**Unit**	**Standard Focus**	**Lesson Objective**	**Hearty Task(s)**	**Independent Practice**	**Exit Ticket**	**Key Points/ Habits**
	T	10/1		U9 L4	7.AR.1.1	Apply properties of operations to add and subtract linear expressions with rational coefficients	HT 1: 9.4.2 (#1)	IP 1: 9.4.3 (#1) IP 2: 9.4.4 (#1) *If more problems are needed, use Lesson 4 practice problems (with decimals and/or like fractions with like denominators).	U9L4 ET	
	W	10/2				POWER DAY				
	TH	10/3		U9 L5	7.AR.1.2	Determine if numerical expressions are equivalent	HT 1: 9.5.2 (#1-3)	IP 1: 9.5.3 (#1, 2) IP 2: 9.5.4 (#1, 2)	U9L5 ET	**Key Points:** - Always rewrite the expression - 2 expressions are equivalent when: *they are simplified to be identical * you substitute values and get the same output - Draw line and circle variable - Reorganize the expression to have like terms together (ex. variable terms side by side and constants side by side 2x+3x - 4+3) - Order of operations and interger rules apply! - Dont forget the sign when combining like terms -Create V|C table/chart to stay organized - When determining if 2 are equivalent *Substitute with the same value to check - OR - *Solve for the variable and compare **Habits:** - Rewrite the expressions - Circle/Group Terms with their signs - Bracket to show the combination of like-terms - If distributing show arrows
6	F	10/4		U9 L6	7.AR.1.2	Determine if two numerical expressions are equivalent by rewriting each in the same form	HT 1: 9.6.2 (#1-3)	IP 1: 9.6.2 (#4-7) IP 2: 9.6.3 (#1) *If easier problems are needed, use Lesson 6 practice problems (with integers).	U9L6 ET	
	M	10/7		U9 L7	7.AR.1.2	Verify using substitution that linear expressions are equivalent	HT 1: 9.7.2 9#1, 2) HT 2: 9.7.3 (#1-6)	IP 1: 9.7.4 (#2) IP 2: 9.7.4 (#3) IP 3: 9.7.5 (#1)	U9L7 ET	
	T	10/8		U9 L8	7.AR.1.2	Use properties of operations to write equivalent forms of algebraic expressions	HT 1: 9.8.2 (#1, 2)	IP 1: 9.8.3 (#1, 2) IP 2: 9.8.4 (#1) IP 3: 9.8.4 (#1, 2)	U9L8 ET	
	W	10/9	**CRQ #3 - MATH - CANCELLED**			CRQ DAY & RESPONSE TO DATA				
	TH	10/10		U10 L1	7.AR.2.1	Relate the solution set of an inequality to its graph on a numberline and determine the minimum and maximum value that makes an inequality true	Review: 10.1.2 (#1) HT 1: 10.1.3 (#1-6)	IP 1: 10.1.4 (#1-4) IP 2: 10.1.5 (#1-3) IP 3: 10.1.5 (#4-7)	U10L1 ET	
7	F	1011	**Color Wars - CANCELLED** U10L1 HERE DUE TO HURRICANE			POWER DAY				
	M	10/14		U10 L2	7.AR.2.1	Solve one- step inequalities in one variable using addition or subtraction	HT 1: 10.2.2 (#1, 2) HT 2: 10.2.2 (#3-5) HT 3: 10.2.3 (#1-5)	IP 1: 10.2.3 (#6-8) IP 2: 10.2.4 (#2, 3)	U10L2 ET	
	T	10/15	**QA #1 - MATH**			QA DAY				
	W	10/16	**RESPOND TO DATA**			RESPOND TO QA DATA				
	TH	10/17		U10 L3	7.AR.2.1	Determine the solution of an inequality using substitution	HT 1: 10.3.2 (#1, 2) HT 2: 10.3.3 (#1, 2, 5)	IP 1: 10.3.3 (#7-8) IP 2: Use practice problems from Lesson 3 (ie: #6-9).	U10L3 ET	

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Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
8	F	10/18		U10 L4	7.AR.2.1	Solve one- step inequalities in one variable using multiplication or division	HT 1: 10.4.3 (#1, 2) HT 2: 10.4.4 (#1, 2)	IP 1: 10.4.5 (#2, 3) IP 2: 10.4.6 (#2) *If easier problems are needed, use Lesson 4 practice problems (with integers rather than decimals or fractions).	U10L4 ET	
	M	10/21		U10 L5	7.AR.2.2	Solve two-step equations in one variable (Day 1 of LEsson 5)	HT 1: 10.5.2 (#1 - 4; use a simpler 2-step equation for 3b) HT 2: 10.5.4 (#1 - use simpler 2-step equation)	IP 1: Use Lesson 5 practice problems (ie: 6-10).	U10L5 ET - Day 1	
	T	10/22		U10 L5	7.AR.2.2	Relate properties of equality to solving two-step equations (Day 2 of Lesson 5)	HT 1: 10.5.3 (#1-3)	IP 1: 10.5.5 (#1, 2) IP 2: Use Lesson 5 practice problems (ie: #1-4).	U10L5 ET - Day 2	
	W	10/23				POWER DAY				
	TH	10/24		U10 L6	7.AR.2.2	Relate the solution of an equation representing a real world context to the context	HT 1: 10.6.2 (#2, work sample A and B only) HT 2: 10.6.3 (#1)	IP 1: 10.6.3 (#2) IP 2: 10.6.4 (#1) *Use Lesson 6 practice problems (ie: #5-8 - real-world practice problems)	U10L6 ET	
9	F	10/25	End of Q1	U10 L7	7.AR.2.2	Solve two-step equations involving the distributive property	Warm Up: 10.7.2 (#1, 2) HT 1: 10.7.3 (#1) HT 2: 10.7.4 (#1, #2 - use simpler equation with integers - no fractions, no decimals)	IP 1: 10.7.3 (#3) IP 2: 10.7.5 (#2) *For a bank of simpler equations, use this Kuta worksheet (ie: 3, 4, 5, 7, 8, etc.)	U10L7	
	M	10/28	Regional PD | No school							
	T	10/29	Beginning of Q2	U10 L8	7.AR.2.2	Solve two- step equations within a real - world context	Warm Up: 10.8.2 (#2)	IP 1: 10.8.4 (#1) IP 2: 10.8.5 (#1) -	U10L8 ET	
	W	10/30		U10 L9	7.AR.2.2	Write and solve two- step equations within a real - world context	HT 1: 10.9.2 (#1) HT 2: 10/9.2 (#2)	IP 1: 10.9.3 (#1) IP 2: 10.9.5 (#1) *May also choose to use Lesson 8 practice problems (not used the day before) for students to write and solve equations.	U10L9 ET	**Key Points:** - Equations have ONE unique solution and inequalities have infinite solutions - THe solution to any inequality makes both sides true - Always rewrite the inequality - Treat is as an expression - Reorganize the inequality to have like terms together (ex. variable terms side by side and constants side by side 2x+3x - 4+3) - Order of operations and interger rules apply! - Always distribute and combine like-terms before solving - Dont forget the sign when combining like terms

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Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
	TH	10/31	KCA Vocab Dress Up Day - DATA CHAT DAY			POWER DAY				- Create VIC tables to stay organized - If dividing by a negative to isolate the variable REMEMBER to flip the inequality sign - Inequalities are read from the relation to the variable **Habits:** -Rewrite the inequality - Circle/Group Terms with their signs - Bracket to show the combination of like-terms - If distributing show arrows - If dividing by a negative circle the inequality symbol and flip it
10	F	11/1		U10 L10	7.AR.2.2	Write and solve two- step equations within a real - world context	HT 1: 10.10.2 (#1) HT 2: 10.10.2 (#3)	IP 1: 10.10.3 (#1, 2) IP 2: 10.10.2 (#4, 5) *Use Lesson 10 practice problems (ie: #1-5 or #6-10).	U10L10 ET	
	M	11/4		U4L0	7.GR.1.1	Pre-Requisite - Review Area of triangles - identifying the appropriate base and height and computing the area	FULL LESSON HERE		U4L0 ET	
	T	11/5	Early Release (Election Day)	U4 L1	7.GR.1.1	Use formulas for the area of triangles and rectangles to derrive formulas for the area of trapezoids, parallelograms and rhombi	Parallelogram HT 1: 4.1.3 (#1-4) Trapezoid HT 2: 4.1.4 (#1, 2) Rhombus HT 3: 4.1.5 (#1, 2)	Parallelogram IP 1: 4.1.3 (#5) Trapezoid IP 2: 4.1.4 (#3) Rhombus IP 3: 4.1.5 (#3-5)	U4L1 ET	
	W	11/6	Early Release (RCC) - Awards Gr. 5-6)	U4 L2	7.GR.1.1	Find the area of trapezoids, parallelograms, and rhombi	HT 1: 4.2.2 (#1, 2) HT 2: 4.2.3 (#2)	IP 1: 4.2.3 (#3-5) *If more problems are needed, use Lesson 2 practice problems.	U4L2 ET	
	TH	11/7	Early Release (RCC) - Awards Gr. 7-8			POWER DAY				
11	F	11/8		U4 L3	7.GR.1.2	Decompose a regular polygon into triangles to find the area	HT 1: 4.3.2 (#1, 2) HT 2: 4.3.3 (#1)	IP 1: 4.3.4 (#2) IP 2: 4.3.4 (#1, 2)	U4L3 ET	
	M	11/11	VETERANS DAY							
	T	11/12		U4 L4	7.GR.1.2	Decompose composite figures into triangles and quadralaterals to find the area (Day 1 - Finding Area)	Finding Area HT 1: 4.4.2 (#1, 3a)	Finding Area IP 1: 4.4.2 (#2, 3b) *If more problems are needed, use Lesson 4 practice problems.	U4L4 ET (Day 1)	
	W	11/13	CRQ #4 - MATH			CRQ DAY & RESPONSE TO DATA				
	TH	11/14		U4 L4	7.GR.1.2	Decompose composite figures into triangles and quadralaterals to find the area (Day 2 - Decomposing Polygons)	Decomposing Polygons HT 1: 4.4.3 (#1) HT 2: 4.4.4 (#1)	Decomposing Polygons IP 1: 4.4.4 (#2) IP 2: 4.4.5 (#1) *If more problems are needed, use Lesson 4 practice problems.	U4L4 ET (Day 2)	

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Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
12	F	11/15		U4 L5	7.GR.1.3	Explain the relationship between the circumderence and diameter of a circle	HT 1: 4.5.2 (#1) HT 2: 4.5.3 (#1-5)	IP 1: 4.5.3 (#6-10) *If more problems are needed, use Lesson 5 practice problems.	U4L5 ET	
	M	11/18		U4 L6	7.GR.1.3	Find the circumference of a circle	HT 1: 4.6.2 (#1-4)	IP 1: 4.6.3 (#1) IP 2: 4.6.4 (#1, 2)	U4L6 ET	
	T	11/19		U4 L7	7.GR.1.3	Find the radius and diameter of circles, given the circumference	HT 1: 4.7.2 (#1-3)	IP 1: 4.7.3 (#1, 2) IP 2: 4.7.4 (#2, 3)	U4L7 ET	
	W	11/20		U4 L8	7.GR.1.4	Use the area of a rectangle to develop the formula for the area of a circle	HT 1: 4.8.3 (#1-3, 7-9)	IP 1: 4.8.4 (#1) *If more problems are needed, use Lesson 8 practice problems.	U4L8 ET	
	TH	11/21		U4 L9	7.GR.1.4	Finding the area of a circle given radius or diameter	HT 1: 4.9.2 (#1, 2)	IP 1: 4.9.3 (#1, 2) IP 2: 4.9.4 (#1, 2)	U4L9 ET	
13	F	11/22	Day of Service / Data Chats			POWER DAY				
	M	11/25								
	T	11/26								
	W	11/27								
	TH	11/28								
14	F	11/29	Thanksgiving Break							
	M	12/2		U4 L10	7.GR.1.3/ 7.GR.1.4	Use circumference and area of a circle to solve problems	HT 1: 4.10.2	IP 1: 4.10.3 (#1, 2) *If more problems are needed, use Lesson 10 practice problems.	U4L10 ET	
	T	12/3		U12 L1	7.GR.2.1	Find the surface area of a right circular cylinder using the figure's net	HT 1: 12.1.2 (#1) HT 2: 12.1.2 (#2, 3) HT 3: 12.1.3 (#1)	IP 1: 12.1.4 (#1) IP 2: 12.1.4 (#2)	U12L1 ET	
	W	12/4	CRQ #5 - MATH			CRQ DAY & RESPONSE TO DATA				
	TH	12/5		U12 L2	7.GR.2.1	Find the surface area of a right circular cylinder (formula)	HT 1: 12.2.2 (#1) HT 2: 12.2.2 (#2, 3)	IP 1: 12.2.3 (#1) IP 2: 12.2.4 (#1) *If additional practice problems are needed, use Lesson 1 practice problems.	U12L2 ET	
15	F	12/6	ART BASEL FIELD TRIP - REVIEW MISSED LESSON ON POWER DAY BEFORE BREAK	U12 L4	7.GR.2.3	Find the volume of a right circular cylinder	HT 1: 12.4.2 (#1) HT 2: 12.4.3 (#1-4)	IP 1: 12.4.4 (#1, 2) IP 2: 12.4.5 (#1)	U12L4 ET	
	M	12/9		U12 L5	7.GR.2.3	Find the volume of a right circular cylinder	HT 1: 12.5.2 (#1-3) HT 2: 12.5.2 (#4a, b)	IP 1: 12.5.3 (#1, 2) IP 2: 12.5.4 (#1)	U12L5 ET	
	T	12/10	PM 2 ELA							

Key Points:
- Identify the shape
  *Circles, Trapezoids, Parellelograms, Rhombi, Cylinders, Prism
  *Use the reference sheet to find the formulas
-Know the difference between Perimeter, Area, Volume, Surface area
  *Perimeter/Circumference = distance around the shape
  *Area = space inside a 2D shape and measured in units squared
  *Volume = space you can occupy inside 3D shape and is measured in units cubed
  *Nets = unfold the faces of a 3D shape (helps with Surface Area)
  *Surface area = Area of all faces - similar to area it is measured in units squared
- Use the reference sheet to find the formulas
- Decompose as needed
  *Decompose into trinagles and rectangles so students really only need to know Triangle and Rectangle formulas
- Relabel ALL sides
  *If decomposing, each new shape needs to be relabled and then re-added all together.
- Re-write the formula and substitute known values
- Double check for correct units
- If finding area of composite figures or a decomposed shape, write the area inside each part to keep track of everything
- Add all the areas of the composite figure or decomposed shape to find the total area. (this applies to SA as well)

Habits:
- Identify the shape
- Identify the knownand unknown values (REWRITE THEM)
- Rewrite the formulas you need
- Substitute the known values
- Use expression rules to solve for any missing values."

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Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
	W	12/11		U12 L6	7.GR.2.3	Solve real - world prblems involving the volume of right circular cylinders	HT 1: 12.6.2 (#1-4) Finding missing height: HT 2: 12.6.4 (#1)	IP 1: 12.6.3 (#1) IP 3: 12.6.5 (#2) *If additional practice problems are needed, use Lesson 6 practice problems (ie: #1-5 or #9).	U12L6 ET	
	TH	12/12	PM 2 MATH							
16	F	12/13		U5 L1	7.DP.1.3	Determine if a sample is representative of the population	HT 1: 5.1.2 (#1-4) HT 2: 5.1.3 (#1, 3)	IP 1: 5.1.4 (#1-4) IP 2: 5.1.5 (#1-3)	U5L1 ET	
	M	12/16		U5 L2	7.DP.1.3/ 7.DP.2.4	Determine the probability of an event happening using data	HT 1: 5.2.2 (#1-5) HT 2: 5.2.3 (#1, 2a, b)	IP 1: 5.2.3 (#2c, d) 5.2.4 (#1, 2)	U5L2 ET	
	T	12/17		U5 L3	7.DP.1.3	Use proportional relationships to make predictions about a population (part 1)	HT 1: 5.3.2 (#1-4) HT 2: 5.3.3 (#1-5)	IP 1: 5.3.4 (#1) IP 2: 5.3.4 (#2)	U5L3 ET	
	W	12/18	CRQ #6 - MATH			CRQ DAY & RESPONSE TO DATA				
	TH	12/19		U5 L4	7.DP.1.3	Use proportional relationships to make predictions about a population (part 2)	HT 1: 5.4.2 (#1) HT 2: 5.4.2 (#2)	IP 1: 5.4.3 (#1) IP 2: 5.4.4 (#1)	U5L4 ET	
17	F	12/20	Early Release			POWER DAY				
	M	12/23								
	T	12/24								
	W	12/25								
	TH	12/26								
18	F	12/27								
	M	12/30								
	T	12/31								
	W	1/1								
	TH	1/2								
19	F	1/3	WINTER RECESS							
	M	1/6	Regional PD | No school							
	T	1/7		U5 L5	7.GR.1.5	Relate the perimeters of rectagles to their scale factors	HT 1: 5.5.2 (#1-5)	IP 1: 5.5.3 (#1) IP 2: 5.5.3 (#2)	U5L5 ET	
	W	1/8				POWER DAY				
	TH	1/9		U5 L8	7.GR.1.5	Solve mathematical and real world problems involving dimensions and perimeters of geometric figures	HT 1: 5.8.2 (#1-7)	IP 1: 5.8.3 (#1) IP 2: 5.8.4 (#1, 2)	U5L8 ET	
20	F	1/10		U5 L10	7.GR.1.5	Solve real world problems involving scale drawings	HT 1: 5.10.2 (#1-5)	IP 1: 5.10.3 (#1) IP 2: 5.10.4 (#1, 2)	U5L10 ET	
	M	1/13	QA #2- MATH			QA DAY				
	T	1/14	I-Ready Reading MOY			RESPOND TO QA DATA				
	W	1/15		U6 L6	7.AR.3.2	Create proportions to represent a situation	HT 1: 6.6.2 (#1, 2, 3) HT 2: 6.6.3 #1, 6.6.4 (#1, 2)	IP 1: 6.6.5 (#1, 3) IP 2: 6.6.6 (#1, 2)	U6L6 ET	
	TH	1/16		U6 L7	7.AR.3.2	Solve problems using proportions	HT 1: 6.7.2 (#1-6) HT 2: 6.7.3 (2 students' work)	IP 1: 6.7.3 (2 students' work) IP 2: 6.7.5 (#1-3)	U6L7 ET	Key Points:

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Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
21	F	1/17		U6 L8	7.AR.3.2	Solve problems using proportions (rational numbers)	HT 1: 6.8.2 (#1-6) HT 2: 6.8.2 (#7-10)	IP 1: 6.8.3 (#1-3) IP 2: 6.8.4 (#1-3)	U6L8 ET	**Key Points:** - Use ratio tables or equivalent fraction set-ups to stay organized - Indicate the missing value with a "?" or empty box - Some students may compare Figure 1 to figure 2 or a value in Fig 1 to the value in Figure 2 etc. *Both are acceptable. Its important to teach both! -Always show the multiplicative relationship * If its smaller, dont divide - show it as multiplying by a fraction - Pay attention to units! - A proportional relationship has a graph that touches the origin, a table that has 0,0, and an equation that can be simplified to look like y=kx - K can be found by dividing y/x - Values on a graph/table are proportional if y/x is the same for all point **Habits:** - Annotate the question - Label your visual representations (Label you table or figures) - Double check units - Show the relationship between the units/values
	M	1/20	MLK DAY | NO SCHOOL							
	T	1/21	I-Ready Math MOY			POWER DAY				
	W	1/22		U6 L9	7.AR.3.2/ 7.AR.3.3/ 7.AR.4.5	EXPLORING multi- step problems involving proportions (multi-step)	HT 1: 6.9.2 (#1-3) HT 2: 6.9.3 (#1-3)	IP 1: 6.9.4 (#1-3) *If more problems are needed, use Lesson 9 practice problems.	U6L9 ET	
	TH	1/23		U6 L10	7.AR.4.5	Solve multi- step problems involving proportions	HT 1: 6.10.2 (#1-3) HT 2: 6.10.3 (Gallery Walk)	IP 1: 6.10.4 (#1, 2) *If more problems are needed, use Lesson 10 practice problems.	U6L10 ET	
22	F	1/24	End of Q2	U7 L1	7.DP.1.4	Show how an angle measure is related to a portion of a circle	HT 1: 7.1.2 (#1, 2) HT 2: 7.1.3 (#1a-d, 3)	IP 1: 7.1.4 (#1-4) *If more problems are needed, use Lesson 1 practice problems.	U7L1 ET	
	M	1/27	Beginning of Q3	U7 L2	7.DP.1.4	Find the percentage the area of a sector represents in a circle	HT 1: 7.2.2 (#1-3)	IP 1: 7.2.3 (#1, 2) *If more problems are needed, use Lesson 2 practice problems.	U7L2 ET	
	T	1/28		U7 L3	7.DP.1.4	Construct a circle graph given categorical data	HT 1: 7.3.2 (#1-3)	IP 1: 7.3.3 (#1, 2) IP 2: 7.3.4 (#1)	U7L3 ET	
	W	1/29				POWER DAY				
	TH	1/30		U7 L4	7.DP.1.4	Interpret data in a circle graph	HT 1: 7.4.2 (#1, 2) HT 2: 7.4.3 (#1, 2)	IP 1: 7.4.4 (#1) *If more problems are needed, use Lesson 4 practice problems.	U7L4 ET	
23	F	1/31		U11 L1	7.AR.4.3	Graph a proportional relationship from a table, an equation, or a written description	Ht 1: 11.1.2 (#1)	IP 1: 11.1.2 (#2) IP 2: 11.1.3 (#1)	U11L1 ET	

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Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
	M	2/3		U11 L2	7.AR.4.2/ 7.AR.4.3	Determine the constant of proportionality from a graph or table	HT 1: 11.2.3 (#1)	IP 1: 11.2.4 (#1) IP 2: 11.2.2 (#1) *Use Lesson 2 practice problems (may need to simplify the numbers the students work with - integers rather than rational numbers, as is seen in the exit ticket).	U11L2 ET	
	T	2/4		U11 L3	7.AR.4.2/ 7.AR.4.3	Relate the constant of proportionality to an equation representing a proportional relationship	HT 1: 11.3.2 (#1) HT 2: 11.3.2 (#2)	11.3.3 (#1) *If additional practice problems are needed, use Lesson 3 practice problems (ie: #4-6 or #1-3) - may want to use easier scenarios or adjust numbers to be integers, rather than rational numbers.	U11L3 ET	
	W	2/5	Early Release (RCC)			POWER DAY				
	TH	2/6	Early Release (RCC)			POWER DAY				
24	F	2/7		U11 L4	7.AR.4.1	Determine if two quantities have a proportional relationship	HT 1: 11.4.2 (#1, 2) HT 2: 11.4.3	IP 1: 11.4.4 (#1) IP 2: 11.4.4 (#2) *Use additional practice problems from Lesson 4 (ie: #5-8) for students to see if a relationship is proportional in a table,, graph, etc.	U11L4 ET	
	M	2/10		U11 L5	7.AR.4.1/ 7.AR.4.2	Determine the constant of proportionality of a proportional relationship	HT 1: 11.5.2 (#1, 2) HT 2: 11.5.2 (#3)	IP 1: 11.5.4 (#1) IP 2: 11.5.4 (#2, 3)	U11L5 ET	
	T	2/11		U11 L6	7.AR.4.2/ 7.AR.4.4	Translate a given representation of a proportional relationship between two quantities to an equation	HT 1: 11.6.2 (#1, 2) HT 2: 11.6.3 (#1a-d)	IP 1: 11.6.4 (#1) IP 2: 11.6.5 (#1, 2)	U11L6 ET	
	W	2/12	CRQ #7 - MATH			CRQ DAY & RESPONSE TO DATA				
	TH	2/13		U11 L8	7.AR.4.1/ 7.AR.4.2/ 7.AR.4.3 / 7.AR.4.4	Putting it all together, translated between all forms of proportional relationships	HT 1: 11.8.2 (#1 - 4)	IP 1: 11.8.3 (#1-6) IP 2: 11.8.3 (#1-5)	U11L8 ET	

BIG-M (Grade 7)			7th Grade - Math							
Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
25	F	2/14		U7 L5	7.AR.3.1	Solve problems involving discounts and markups	HT 1: 7.5.2 (#1, 2)	IP 1: 7.5.3 (Activity) *If more problems are needed, use Lesson 5 practice problems. Use both discount and markup problems.	U7L5 ET	**Key Points:** - The relationships are proportional! Use everything you know about proportions to complete this unit (Such as how to set up proportions, use of tables to stay organized, showing the multiplicative relationships/scale factor) - Circles is 360 degres = 100% - To find the angle measure you set up the proportion out of 360 degrees - Relabel to always have common units *Change everythign to percent, or degreees, or quanities - Use guiding lines to assess reasonability in circle graphs * 50%; 25%; 75% lines **Habits:** - Draw 50% and 25% lines in your circle graph - Label all parts with the same units - use your scale factor/proprotion rules/habits
	M	2/17	PRESIDENT'S DAY | NO SCHOOL							
	T	2/18		U7 L6	7.AR.3.1	Determine the percentage of a discount or markup or find final price given taxes, tips, discounts Day 2	HT 1: 7.6.2 (#1, 2) HT 2: 7.6.3 (#1)	IP 1: 7.6.4, (#1, 2) IP 2: 7.6.5 (#1, 2)	U7L6 ET	
	W	2/19				POWER DAY				
	TH	2/20		U7 L7	7.AR.3.1	Solve multi step problems that involve discounts, markups, taxes, tips, or fees	HT 1: 7.7.2 (#1, 2)	IP 1: 7.6.3 (#1, 2) IP 2: 7.6.4 (#2, 3)	U7L7 ET	
26	F	2/21		U7 L10	7.AR.3.1	Find the percent error (Day 1)	HT 1: 7.10.2 (#1-4) HT 2: 7.10.3 (#1)	IP 1: 7.10.4 (#1) IP 2: 7.10.5 (#2, 3)	U7L10 ET	
	M	2/24		U2 L1	7.DP.2.1	Determine all possible outcomes of a given scenario	HT 1: 2.1.2 (#1-3)	IP 1: 2.1.3 (#1, 2) IP 2: 2.1.4 (#1-4)	U2L1 ET	
	T	2/25		U2 L2	7.DP.2.1	Determine sample space for a simple experiment	HT 1: 2.2.2 (#1) HT 2: 2.2.3 (#1)	IP 1: 2.2.4 (#1, 2)	U2L2 ET	
	W	2/26	CRQ #8- MATH			CRQ DAY & RESPONSE TO DATA				
	TH	2/27		U2 L4	7.NSO.1.2	Rewrite rational numbers in different but equivalent forms, including repeating decimals	HT 1: 2.4.2 (#1) HT 2: 2.4.2 (#2)	IP 1: 2.4.3 (#1) IP 2: 2.4.4 (#1a,b; #2a,b) IP 3: 2.4.5 (#1)	U2L4 ET	
27	F	2/28		U2 L5	7.DP.2.2/ 7.NSO.1.2	Express probability of a chance event using a fraction, percentage, or decimal	HT 1: 2.5.2 (#1, 2) HT 2: 2.5.2 (#3, 4)	IP 1: 2.5.4 (#1, 2) IP 2: 2.5.5 (#1, 2)	U2L5 ET	
	M	3/3		U2 L6	7.DP.2.2	Interpret the likelihood of a chance event occuring using probability	HT 1: 2.6.2 (#1-5) HT 2: 2.6.3 (#1)	IP 1: 2.6.3 (#2) IP 2: 2.6.4 (#1, 2)	U2L6 ET	
	T	3/4		U2 L7	7.DP.2.3/ 7.DP.2.4	Find the theoretical probability of an event related to a simple experiment; Compare the experimental probability from a simulation to the theoretical probability of a simple experiment	HT1: 2.7.2 (#1-5) HT 2: 2.7.3 (#1)	IP 1: 2.7.4 (#1) IP 2: 2.7.5 (#1-2)	U2L7 ET	
	W	3/5				POWER DAY				
	TH	3/6		U2 L8	7.DP.2.4	Compare the experimental probability from a simulation to the theoretical probability of a simple experiment	HT 1: 2.8.2 (#1, 2)	IP 1: 2.8.3 (#1-3) IP 2: 2.8.4 (#1)	U2L8 ET	
28	F	3/7		U2 L9	7.DP.2.3/ 7.DP.2.4	Determine the probability of an event from a simulation and compare it to the theoretical probability of the event	HT 1: 2.9.2 (#1, 2, 4)	IP 1: 2.9.3 (#1, 2)	U2L9 ET	
	M	3/10		U13 L1	7.DP.1.1	Determine the implications an outlier has in a given data set	HT 1: 13.1.2 (#1-3) Representations of Data HT 2: 13.1.2 (#4) HT 3: 13.1.3 (#1-5)	IP 1: 13.1.4 (#1-6) IP 2: 13.1.5 (#1, 2)	U13L1 ET	
	T	3/11	QA #3 - MATH			QA DAY				
	W	3/12	RESPOND TO DATA			RESPOND TO QA DATA				

BIG-M (Grade 7)			7th Grade - Math							
Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
	TH	3/13		U13 L2	7.DP.1.1	Justify whether or not a measure of center or variation appropriately summarizes data	HT 1: 13.2.2 (#1) HT 2: 13.2.2 (#2) HT 3: 13.2.3 (#1)	IP 1: 13.2.2 (#3) IP 2: 13.2.4 (#1-3)	U13L2 ET	
29	F	3/14		U13 L3	7.DP.1.1	Justify whether or not a measure of center and variation appropriately summarizes data	HT 1: 13.3.2 (#1) HT 2: 13.3.2 (#2)	IP 1: 13.3.3 (#1) IP 2: 13.3.4 (#1, 2)	U13L3 ET	
	M	3/17		U13 L4	7.DP.1.2	Use two graphical representations of data to make omparisions and draw conclusions about the populations	HT 1: 13.4.2 (#1)	Station Work IP 1: 13.4.3 (#1, 2) IP 2: 13.4.4 (#1, 2) IP 3: 13.4.5 (#1, 2)	U13L4 ET	
	T	3/18		U13 L5	7.DP.1.2	Compare and interpret two representations of data for two populations	HT 1: 13.5.2 (#1, 2) HT 2: 13.5.3 (#1, 2)	IP 1: 13.5.4 (#1-5) IP 2: 13.5.5 (#1)	U13L5 ET	
	W	3/19				POWER DAY				
	TH	3/20		U13 L6	7.DP.1.2	Compare and interpret two graphical representations of data	HT 1: 13.6.2 (#1) HT 2: 13.6.4 (#1-3)	IP 1: 13.6.5 (#1) IP 2: 13.6.5 (#2)	U13L6 ET	
30	F	3/21	Ending of Q3	U13 L7	7.DP.1.5	Choose an appropriate graphical representation for real- world context	HT 1: 13.7.2 (#1, 2) HT 2: 13.7.2 (#3, 4)	IP 1: 13.7.4 (#1, 2) IP 2: 13.7.5 (#1, 2)	U13L7 ET	
	M	3/24								
	T	3/25								
	W	3/26								
	TH	3/27								
31	F	3/28	Spring Break							
	M	3/31	Regional PD | No school							
	T	4/1	Beginning of Q4 EOB Test Prep Test Prep Data Protocol	1	7.GR.1.1	SWBAT find the area of trapezoids and quadralaterals	#3		L1	1
	W	4/2		2	7.GR.2.3	SWBAT find the volume of right circular cylinder	#5		L2	2
	TH	4/3		3	7.GR.1.5	SWBAT apply and determine scale factors	#2		L3	3
32	F	4/4		4	7.DP.1.3	SWBAT make predictions using proportional relationships	#6		L4	4
	M	4/7		5	7.DP.2.2	SWBAT compare probabilities and likihood	#4		L5	5
	T	4/8	FAST WRITING TEST			POWER DAY				
	W	4/9	G7 - TEST PREP QUIZ 1 Last Years -Test Prep Assessment 1							
	TH	4/10		6	7.DP2.4	SWBAT determine experiemental probability	#3		L6	6
33	F	4/11		7	7.NSO.1.2	SWBAT solve problems using equivalent rational numbers	#4		L7	7
	M	4/14		8	7.AR.2.1	SWBAT write and solve one- step inequalities	#6		L8	8
	T	4/15		9	7.AR.1.1	SWBAT add and subtract linear expressions	#3		L9	9

BIG-M (Grade 7)			7th Grade - Math							
Week	Day	Date	Events + Assessments	Unit	Standard Focus	Lesson Objective	Hearty Task(s)	Independent Practice	Exit Ticket	Key Points/ Habits
	W	4/16	Early Release (RCC) G7 - TEST PREP QUIZ 2 Last Years - Test Prep Assessment 2							
	TH	4/17	Early Release (RCC)	10	7.AR.2.2	SWBAT solve problems with equations	#3		L10	10
34	F	4/18	Regional PD | No school							
	M	4/21		11	7.AR.4.1	SWBAT determine if a relationship is proportional	#1		L11	11
	T	4/22		12	7.AR.4.2	SWBAT calculate the constant of proportionality	#4		L12	12
	W	4/23	G7 - TEST PREP QUIZ 3 Last Years- Test Prep Assessment 3							
	TH	4/24		13	7.AR.4.4	SWBAT represent a proportional relationship	#6		L13	13
35	F	4/25		14	7.NSO.1.1	SWBAT use laws of exponents to simplify expression	#6		L14	14
	M	4/28		15	DP.1.4	SWBAT interpret and construct circle graphs			L15	15
	T	4/29		16	NSO.2.1	T evaluate expressions using order of operations			L16	16
	W	4/30	G7 - TEST PREP QUIZ 4 Last Years-Test Prep Assessment 4							
	TH	5/1								
36	F	5/2								

ATTACHMENT C

Attachment C: Sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time.

Sample calendar and schedules are screenshot below:

- Annual Calendar
- Elementary School Schedule
- Middle School Schedule

	KIPP South Florida - Broward	**BCPS**
Calendar Days	Our 2025-2026 calendar has the following number of days: ● 183 days for entry grades ● 182 days for non-entry grades	BCPS's calendar for 2025-2026 has 180 days.
Elementary School Hours	**1,271 hours per year** (76,260 minutes) of instructional time *(see calculation below)*	**1,087 hours per year** (65,220 minutes) *(see calculation below)*
Middle School Hours	**1,271 hours per year** (76,260 minutes) of instructional time *(see calculation below)*	**1,138.14 hours per year** (68,288.4 minutes) *(see calculation below)*

This translates to a total of almost 25 additional 7.5-hour days of school for students in grades K-5 and almost 18 additional 7.5-hour days of school for students in grades 6-8.

Calculations:

KIPP South Florida - Broward Hours:

- 47 half days
- 135 full days
- ES Hours:
    - 8:00-3:30 = 7.5 hours x 135 days = 1,012.5 hours
    - 8:00-1:30 = 5.5 hours x 47 days = 258.5 hours
    - Total ES hours = 1,271 hours (76,260 minutes)
        - Difference from BCPS = 76,260 - 65,220 = 11,040 additional ES minutes at KIPP
            - 11,040 / (7.5 x 60) equates to 24.5 additional full ES school days at KIPP
- MS Hours:
    - 8:00-3:30 = 7.5 hours x 135 days = 1,012.5 hours
    - 8:00-1:30 = 5.5 hours x 47 days = 258.5 hours
    - Total MS hours = 1,271 hours (76,260 minutes)
        - Difference from BCPS = 76,260 - 68,288.4 = 7,971.6 additional MS minutes at KIPP
            - 7,971.6 / (7.5 x 60) equates to 17.7 additional full MS school days at KIPP

Broward County Public Schools - Hours:

Elementary - 8:45am - 3:00pm = 6.25 x 142 days = 887.5 hours per year

Elementary - 8:45am - 2:00pm = 5.25 x 38 days = 199.5 hours per year
Total Elementary = 1,087 hours per year (65,220 minutes)

Middle School - 9:30am - 4:04pm = 6.57 x 142 days = 932.94 hours per year
Middle School - 9:30am - 2:54pm = 5.4 x 38 days = 205.2 hours per year
Total Middle = 1,138.14 hours per year (68,288.4 minutes)

Miami 2025-26 Calendar

July 2025

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12*	13*	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23*	24	25	26	27
28	29	30				
						21

October 2025

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20*	21	22	23	24	25
26	27	28	29	30	31	
						21

November 2025

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3*	4	5	6	7	8
9	10	11	12	13*	14	15
16	17	18	19	20	21^	22
23	24	25	26	27	28	29
30						14

December 2025

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19*	20
21	22	23	24	25	26	27
28	29	30	31			
						15

January 2026

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5*	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						17

February 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
						19

March 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						16

April 2026

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						21

May 2026

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						20

June 2026

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						4

Quarters	Dates	Days
Q1	8/12 - 10/17	47
Q2	10/21 - 1/15	46
Q3	1/21 - 4/2	46
Q4	4/6 - 6/4	43
Total School Days		
"Orientation"		1
Regular School		182
Saturday School		
Total for Entry Grades		183
Total for other Grades		182

KEY

	New Teachers Start / NSO/ New Summer Institute
	KIPP Miami Regional PD
	Holiday/Break
	Heartbeat Summit
	RC Confs (PM)
	Beginning/End of Quarter
	Leader PD
	Half Day
	Wellness Wednesday
	Red flag days
*	KMI doing something different than MDCPS
^	Quarter Data Due Dates
	Progress Monitoring Days
	I-Ready Days
	Other Assessments Days or Testing Windows
	Schedule updates for Q3

Emergency Days

We do not have a pre-emptive approach to emergency closures in KIPP Miami because our Schools of Hope PBA commits to

Wellness Wednesdays: (Kayla will schedule)

August 27
September 24
October 29
January 28
February 25
April 29
May 20

Monthly Leader PD Days

SLs:
SLs & APs:
DSO:

Blackout Dates

8/11 - 8/15
8/25
8/26
8/28
8/29
9/2
2/13
2/17
3/20
3/30 - 4/1
4/3
4/6 - 4/10

Testing Days/ Windows:

FLDOE Testing Windows
KIPP Miami 25 - 26 Assessment Calendar [DRAFT]

8/18	K-4 iReady Reading BOY/ iReady BOY opens	2/2	ACCESS testing opens
8/19	5-8 iReady Reading BOY	2/6	iReady MOY ends
8/20	K-4 iReady Math BOY	2/23	FAA testing opens
8/21	5-8 iReady Math BOY	2/27	ACCESS testing ENDS
8/25	FAST PM1 opens	3/2	QA3 starts opens
8/26	K-2 STAR ELA PM1	3/20	QA3 starts ends
8/28	K-2 STAR Math PM1	3/30	FAST 4-8 PM3 Writing opens
9/2	3-4 FAST ELA PM1	3/31	4-5 FAST Writing PM3 (Tentative)
9/4	3-4 FAST Math PM1	3/31	7-8 FAST Writing PM3 (Tentative)
9/5	iReady BOY ends	4/7	4-5 FAST Writing PM3 (Tentative)
9/8	5-6 FAST ELA PM1	4/8	7-8 FAST Writing PM3 (Tentative)
9/8	DIBELS BOY opens	4/10	FAST PM3 Writing ends
9/9	7-8 FAST ELA PM1	4/13	FAST PM3 K-2 FAST opens
9/11	5-6 FAST Math PM1	5/1	FAST 3-10 PM3, 5 & 8 Science EOC Assessme
9/12	7-8 FAST Math PM1	Pend	K-2 STAR ELA PM3
9/26	FAST PM1 ends/ DIBELS BOY ends	Pend	3-4 FAST ELA PM3
10/6	QA1 opens	Pend	K-2 STAR Math PM3
10/1	Q1 ends/ QA1 ends	Pend	3-4 FAST Math PM3

Date List	Event
7/3	Independence Day Holiday
7/4	Independence Day Holiday
7/14 - 7/25	New Teachers Start / NSO/ New Summer Institute
7/21 - 7/25	Leaders Start/ PDs & Worktime
7/28	Returning Teachers Start
7/28-8/11	Regional and School PD
8/1	Heartbeat Summit
8/11	K and 5th Orientation Day
8/12	FDOS all grades
8/18	K-4 iReady Reading BOY/ iReady BOY opens
8/19	5-8 iReady Reading BOY
8/20	K-4 iReady Math BOY
8/21	5-8 iReady Math BOY
8/25	FAST PM1 opens
8/26	K-2 STAR ELA PM1
8/28	K-2 STAR Math PM1
9/1	Labor Day holiday
9/2	3-4 FAST ELA PM1
9/4	3-4 FAST Math PM1
9/5	iReady BOY ends
9/8	5-6 FAST ELA PM1
9/8	DIBELS BOY opens
9/9	7-8 FAST ELA PM1
9/11	5-6 FAST Math PM1
9/12	7-8 FAST Math PM1
9/26	FAST PM1 ends/ DIBELS BOY ends
10/2	Regional PD- No School for Students
10/6	QA1 opens
10/17	Q1 ends/ QA1 ends
10/20	KIPP Miami Regional PD- Data Day 1 No School
10/21	Q2 starts
11/11	Veteran's Day Holiday Observed
11/12 & 11/13	Q1 report card conferences
11/23 - 11/27	Thanksgiving holiday
12/1	FAST PM2 opens
12/2	K-2 STAR ELA PM2
12/3	3-4 FAST ELA PM2
12/4	K-2 STAR Math PM2
12/5	3-4 FAST Math PM2
12/8	5-6 FAST ELA PM2
12/9	7-8 FAST ELA PM2
12/11	5-6 FAST Math PM2
12/12	7-8 FAST Math PM2
12/15	QA2 starts opens
12/19	FAST PM2 ends
12/22 - 1/2	Winter recess
1/5	KIPP Miami Regional PD- Data Day 2 No School
1/5	DIBELS MOY opens
1/6	Students return from Winter Break
1/15	Q2 ends/ QA2 Assessment ends
1/16	Regional PD- No School for Students

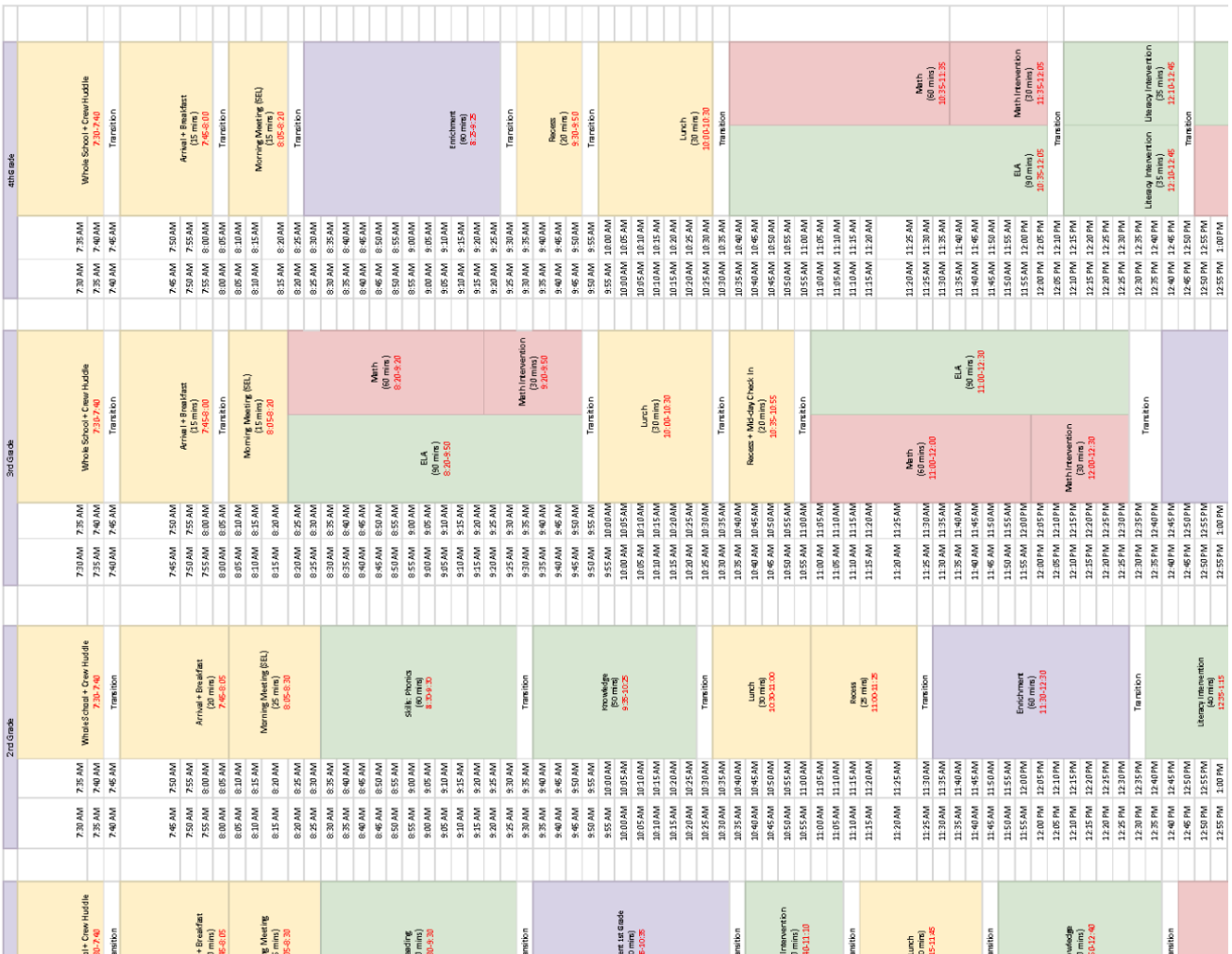
9/4	4/13
9/8	4/22 - 4/23
9/9	
9/11	
9/12	
10/2	
10/20	
11/10	
11/12- 11/13	
11/21	
12/1-12/12	
12/19	
1/5	5/22
1/16	5/26
1/20	6/1 - 6/5
2/11 - 2/12	

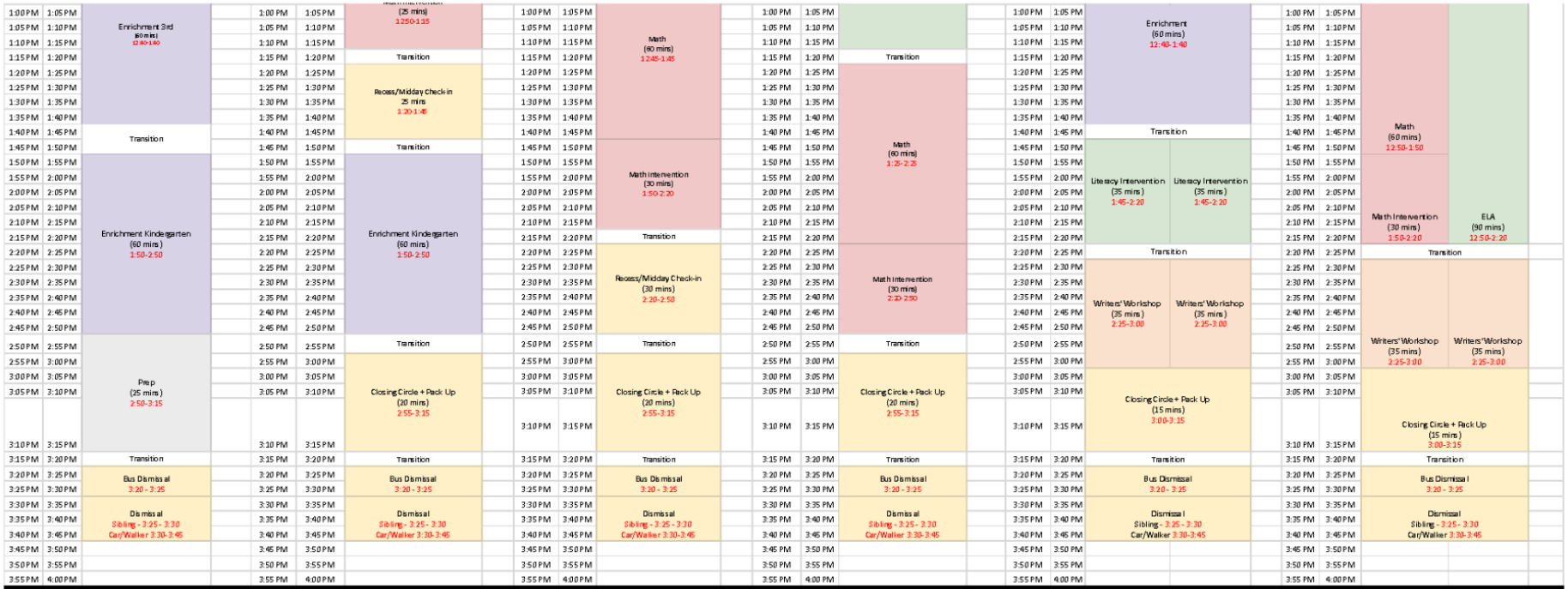
12/1	FAST PM2 opens
12/2	K-2 STAR ELA PM2
12/3	3-4 FAST ELA PM2
12/4	K-2 STAR Math PM2
12/5	3-4 FAST Math PM2
12/8	5-6 FAST ELA PM2
12/9	7-8 FAST ELA PM2
12/1	5-6 FAST Math PM2
12/1	7-8 FAST Math PM2
12/1	QA2 starts opens
12/1	FAST PM2 ends
1/5	DIBELS MOY opens
1/19	iReady MOY opens
1/20	K-4 iReady Reading MOY
1/22	K-4 iReady Math MOY
1/23	DIBELS MOY ends
1/26	5-6 iReady Reading MOY
1/27	7-8 iReady Reading MOY
1/29	5-6 iReady Math MOY
1/30	7-8 iReady Math MOY

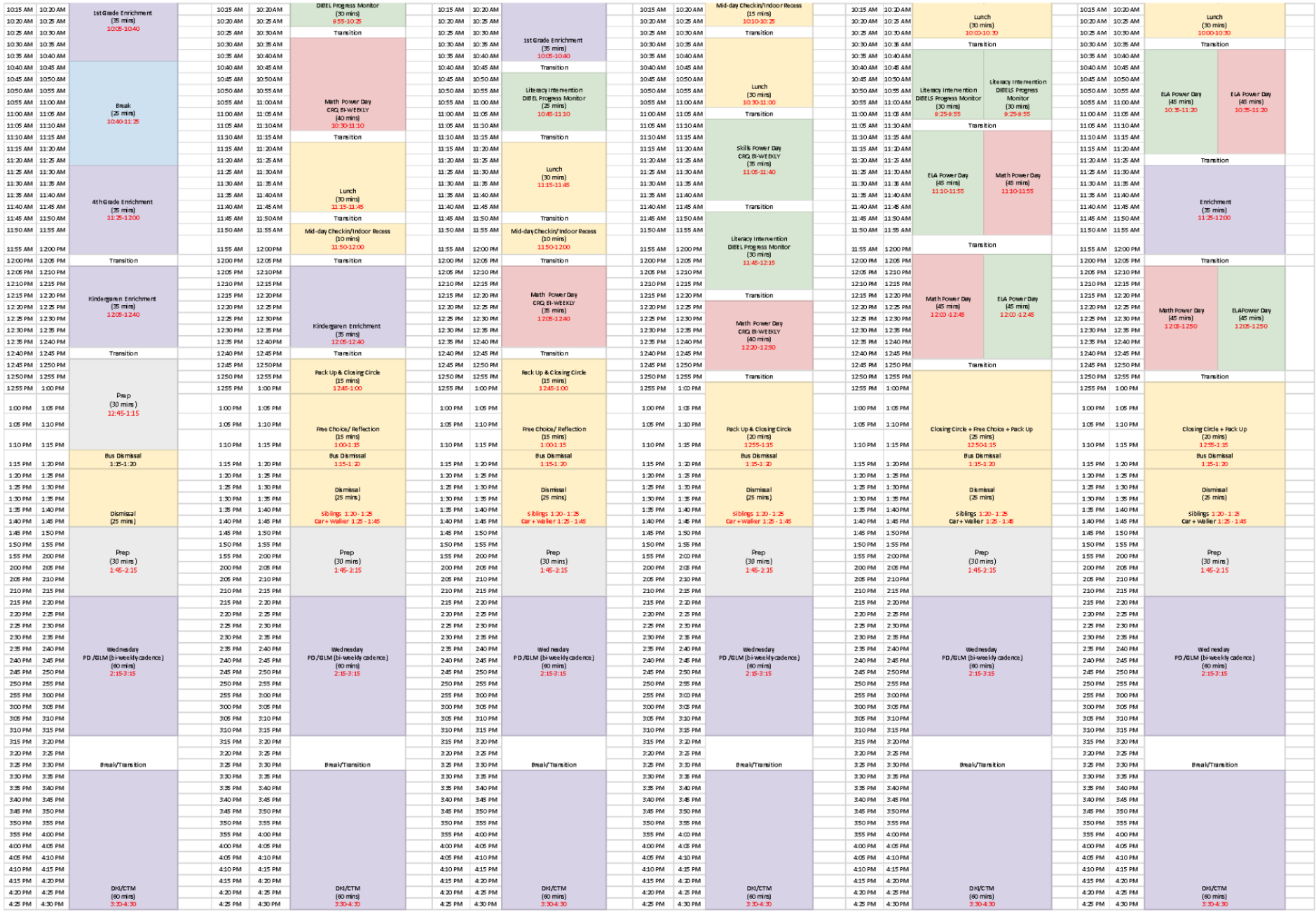
Pend	5-6 FAST ELA PM3
Pend	7-8 FAST ELA PM3
Pend	5-6 FAST Math PM3
Pend	7-8 FAST Math PM3
Pend	5 & 8 Science
Pend	Algebra EOC
Pend	Civics EOC
5/11	iReady EOY opens
5/18	K-2 iReady Reading EOY
5/19	3-4 iReady Reading EOY
5/21	K-2 iReady Math EOY
5/22	3-4 iReady Math EOY
5/26	5-6 iReady Reading EOY
5/27	7-8 iReady Reading EOY
5/28	5-6 iReady Math EOY
5/29	7-8 iReady Math EOY
5/29	FAST 3-10 PM3, 5 & 8 Science EOC Assessmer
5/29	iReady EOY ends

1/19	Dr. Martin Luther King, Jr. Day
1/19	iReady MOY opens
1/21	Q3 starts
1/20	K-4 iReady Reading MOY
1/22	K-4 iReady Math MOY
1/23	DIBELS MOY ends
1/26	5-6 iReady Reading MOY
1/27	7-8 iReady Reading MOY
1/29	5-6 iReady Math MOY
1/30	7-8 iReady Math MOY
2/2	ACCESS testing opens
2/6	iReady MOY ends
Feb 11 & Feb 12	Q2 report card conferences
2/16	Presidents Day
2/23	FAA testing opens
2/27	ACCESS testing ENDS
3/2	QA3 starts opens
3/20	QA3 starts ends
3/20	KIPP Miami Regional PD- No School
3/23 - 3/27	Spring Break
3/30	FAST 4-8 PM3 Writing opens
3/31	4-5 FAST Writing PM3 (Tentative)
3/31	7-8 FAST Writing PM3 (Tentative)
4/2	Q3 ends
4/3	Regional PD- No School for Students
4/6	Q4 starts
4/7	4-5 FAST Writing PM3 (Tentative)
4/8	7-8 FAST Writing PM3 (Tentative)
4/10	FAST PM3 Writing ends
4/13	FAST PM3 K-2 FAST opens
4/22 - 4/23	Q3 Report Card Conferences
5/1	FAST 3-10 PM3, 5 & 8 Science EOC Assessments opens
Pending	K-2 STAR ELA PM3
Pending	3-4 FAST ELA PM3
Pending	K-2 STAR Math PM3
Pending	3-4 FAST Math PM3
Pending	5-6 FAST ELA PM3
Pending	7-8 FAST ELA PM3
Pending	5-6 FAST Math PM3
Pending	7-8 FAST Math PM3
Pending	5 & 8 Science
Pending	Algebra EOC
Pending	Civics EOC
5/11	iReady EOY opens
5/18	K-2 iReady Reading EOY
5/19	3-4 iReady Reading EOY
5/21	K-2 iReady Math EOY
5/22	3-4 iReady Math EOY
5/25	Memorial Day Holiday
5/26	5-6 iReady Reading EOY
5/27	7-8 iReady Reading EOY
5/28	5-6 iReady Math EOY
5/29	7-8 iReady Math EOY
5/29	FAST 3-10 PM3, 5 & 8 Science EOC Assessments ends
5/29	iReady EOY ends
6/3 - 6/4	Q4 Report Card Conferences
6/4	Last Day of School
6/5	Regional PD- No School for Students
6/19	Juneteenth

[Elementary School Sample Schedule]():




Half Day
Half Day
Half Day
Half Day
Kindergarten
1st Grade
2nd Grade
3rd Grade
4th Grade
Enrichment 3rd (60 mins) 12:40-1:40
Transition
Enrichment Kindergarten (60 mins) 1:50-2:50
Prep (25 mins) 2:50-3:15
Bus Dismissal 3:20 - 3:25
Dismissal Sibling - 3:25 - 3:30 Car/Walker 3:30-3:45
Recess/Midday Check-in 25 mins 1:30-1:45
Enrichment Kindergarten (60 mins) 1:50-2:50
Math (60 mins) 12:45-1:45
Math Intervention (30 mins) 1:50-2:20
Recess/Midday Check-in (30 mins) 2:20-2:50
Closing Circle + Pack Up (20 mins) 2:55-3:15
Math (60 mins) 1:25-2:25
Math Intervention (30 mins) 2:20-2:50
Enrichment (60 mins) 12:40-1:40
Literacy Intervention (35 mins) 1:45-2:20
Writers' Workshop (35 mins) 2:25-3:00
Closing Circle + Pack Up (15 mins) 3:00-3:15
Math (60 mins) 12:50-1:50
Math Intervention (30 mins) 1:50-2:20
ELA (90 mins) 12:50-2:20
Writers' Workshop (35 mins) 2:25-3:00
Closing Circle + Pack Up (15 mins) 3:00-3:15
Whole School + Crew huddle (10 min) 7:30-7:40
Breakfast (15 mins) 7:45-8:05
Community Meeting (30 mins) 8:10-8:40
3rd Grade Enrichment (35 mins) 8:45-9:20
2nd Grade Enrichment (35 mins) 9:25-10:00
Arrival + Breakfast (15 mins) 7:45-8:05
Community Meeting SEL Lessons (30 mins) 8:10-8:40
Royalty Block Science (30 mins) 8:45-9:15
Skills Power Day CRQ BI-WEEKLY (30 mins) 9:20-9:50
Literacy Intervention
Skills Power Day CRQ BI-WEEKLY (40 mins) 9:20-10:00
2nd Grade Enrichment (35 mins) 9:25-10:00
3rd Enrichment (35 mins) 8:45-9:20
Literacy Intervention DIBELS Progress Monitor (35 mins) 9:20-9:55
Literacy Intervention DIBELS Progress Monitor (35 mins) 9:20-9:55


1st Grade Enrichment (35 mins) 10:05-10:40
Break (25 mins) 10:40-11:25
4th Grade Enrichment (35 mins) 11:25-12:00
Kindergaren Enrichment (35 mins) 12:05-12:40
Prep (30 mins) 12:45-1:15
Bus Dismissal 1:15-1:20
Dismissal (25 mins)
Prep (30 mins) 1:45-2:15
Wednesday PD /GLM (bi-weekly cadence) (60 mins) 2:15-3:15
Break/Transition
DKI/CTM (60 mins) 3:30-4:30
DIBEL Progress Monitor (30 mins) 9:55-10:25
Transition
Math Power Day CRQ Bi-WEEKLY (40 mins) 10:30-11:10
Transition
Lunch (30 mins) 11:15-11:45
Transition
Mid-day Checkin/Indoor Recess (10 mins) 11:50-12:00
Transition
Kindergaren Enrichment (35 mins) 12:05-12:40
Pack Up & Closing Circle (15 mins) 12:45-1:00
Free Choice/ Reflection (15 mins) 1:00-1:15
Bus Dismissal 1:15-1:20
Dismissal (25 mins) Siblings 1:20 - 1:25 Car + Walker 1:25 - 1:45
Prep (30 mins) 1:45-2:15
Wednesday PD /GLM (bi-weekly cadence) (60 mins) 2:15-3:15
Break/Transition
DKI/CTM (60 mins) 3:30-4:30
1st Grade Enrichment (35 mins) 10:05-10:40
Transition
Literacy Intervention DIBEL Progress Monitor (25 mins) 10:45-11:10
Transition
Lunch (30 mins) 11:15-11:45
Transition
Mid-day Checkin/Indoor Recess (10 mins) 11:50-12:00
Transition
Math Power Day CRQ Bi-WEEKLY (35 mins) 12:05-12:40
Transition
Pack Up & Closing Circle (15 mins) 12:45-1:00
Free Choice/ Reflection (15 mins) 1:00-1:15
Bus Dismissal 1:15-1:20
Dismissal (25 mins) Siblings 1:20 - 1:25 Car + Walker 1:25 - 1:45
Prep (30 mins) 1:45-2:15
Wednesday PD /GLM (bi-weekly cadence) (60 mins) 2:15-3:15
Break/Transition
DKI/CTM (60 mins) 3:30-4:30
Mid-day Checkin/Indoor Recess (15 mins) 10:10-10:25
Transition
Lunch (30 mins) 10:30-11:00
Transition
Skills Power Day CRQ Bi-WEEKLY (35 mins) 11:05-11:40
Transition
Literacy Intervention DIBEL Progress Monitor (30 mins) 11:45-12:15
Math Power Day CRQ Bi-WEEKLY (40 mins) 12:20-12:50
Transition
Pack Up & Closing Circle (20 mins) 12:55-1:15
Bus Dismissal 1:15-1:20
Dismissal (25 mins) Siblings 1:20 - 1:25 Car + Walker 1:25 - 1:45
Prep (30 mins) 1:45-2:15
Wednesday PD /GLM (bi-weekly cadence) (60 mins) 2:15-3:15
Break/Transition
DKI/CTM (60 mins) 3:30-4:30
Lunch (30 mins) 10:00-10:30
Transition
Literacy Intervention DIBELS Progress Monitor (30 mins) 9:25-9:55
Literacy Intervention DIBELS Progress Monitor (30 mins) 9:25-9:55
Transition
ELA Power Day (45 mins) 11:10-11:55
Math Power Day (45 mins) 11:10-11:55
Transition
Math Power Day (45 mins) 12:00-12:45
ELA Power Day (45 mins) 12:00-12:45
Transition
Closing Circle + Free Choice + Pack Up (25 mins) 12:50-1:15
Bus Dismissal 1:15-1:20
Dismissal (25 mins) Siblings 1:20 - 1:25 Car + Walker 1:25 - 1:45
Prep (30 mins) 1:45-2:15
Wednesday PD /GLM (bi-weekly cadence) (60 mins) 2:15-3:15
Break/Transition
DKI/CTM (60 mins) 3:30-4:30
Lunch (30 mins) 10:00-10:30
Transition
ELA Power Day (45 mins) 10:35-11:20
ELA Power Day (45 mins) 10:35-11:20
Transition
Enrichment (35 mins) 11:25-12:00
Transition
Math Power Day (45 mins) 12:05-12:50
ELAPower Day (45 mins) 12:05-12:50
Transition
Closing Circle + Pack Up (20 mins) 12:55-1:15
Bus Dismissal 1:15-1:20
Dismissal (25 mins) Siblings 1:20 - 1:25 Car + Walker 1:25 - 1:45
Prep (30 mins) 1:45-2:15
Wednesday PD /GLM (bi-weekly cadence) (60 mins) 2:15-3:15
Break/Transition
DKI/CTM (60 mins) 3:30-4:30

[Middle School Sample Schedule]():

KCA MASTER SCHEDULE / 2025-26

Bell Schedule Wednesday							8:00 - 8:30 8:00 - 8:30	8:33 - 10:03 8:33 - 9:33		10:06 - 11:36 9:36 - 10:36		11:39 - 1:39* 10:36 - 11:39		1:42 - 3:12 11:42 - 1:12*		3:15 - 3:30 1:15 - 1:30
Team	Coach	Lunch & Duty	Teacher	ROOMS	Pride	HR	1A	1B		2A	2B	3A	3B	4A	4B	HR
5th	JH	A Mon	MARTINEZ	316	Cheetahs	503	505 G5 Math			PREP		501 G5 Math		503* G5 Math (LS-A Day)		503
5th	JH	A Mon	POPE	318	Tigers	504	506 G5 Math (Adv)			PREP		502 G5 Math (LS-90 min)		504 G5 Math		504
5th	AB	A Wed	BRINGAS	320	Panthers	505	PREP			501 G5 ELA		503* G5 ELA (LS-A Day)		505 G5 ELA		505
5th	AB	A Fri	CURRY	322	Lions	506	PREP			502 G5 ELA (LS-B Day)		504 G5 ELA		506 G5 ELA (Adv)		506
5th	JL	A Tue	RU	315	Jaguars		501 G5 Science			503 G5 Science (LS-A Day)		505 G5 Science		PREP		
5th	JL	A Tue	ASTACIO	319	Leopards		502 G5 Science (LS-B Day)			504 G5 Science		506 G5 Science (Adv)		PREP		
5th	AB	A Thu	PENNYAMON	309	Jaguars	501	503* G5 SS/Int	504 G5 SS/Int		505 G5 SS/Int	506 G5 SS/Enr	PREP		501 G5 SS/Int	502 G5 SS/Int	501
5th	PW	*	DEAN	Float/GYM	Leopards	502 Rm 319	504 G5 Recess **Rm. 322**	503* G5 Recess **Rm. 320**		506 G5 Recess **Rm. 318**	505 G5 Recess **Rm. 316**	PREP		502 G5 Recess **Rm. 319**	501 G5 Recess **Rm. 319**	502 Rm 319
6th	JH	N/A Mon	CARRAWAY	304	Cheetahs	603	605 G6 Math			601 G6 Math (LS-B Day)		PREP		603* G6 Math (LS-A Day		603
6th	JH	N/A Mon	MILLER	302	Tigers	604	606 G6 Math (Adv)			602 G6 Math (LS-A Day)		PREP		604 G6 Math		604
6th	AB	B Fri	CHERY-BROWN	303	Panthers	605	601 G6 ELA (LS-B Day)			PREP		603* G6 ELA (LS-A Day)		605 G6 ELA		605
6th	AB	B Fri	AMOS***	301	Lions	606	602 G6 ELA (LS-A Day)			PREP		604 G6 ELA		606 G6 ELA (Adv)		606
6th	AB	A Thu	WILLIAMS T	307	Jaguars	601	PREP			603* G6 SS/SC/INT		605 G6 SS/SC/INT		601 G6 SS/SC/INT		601
6th	JL	A Tue	HUNLEY	323	Leopards	602	PREP			604 G6 SC/SS/INT		606 G6 SC/SS/ENR		602 G6 SC/SS/INT		602
6th	JL	B Tue	MOORE M	237	Tigers		604 G6 Phys. Ed.	603* G6 Phys. Ed.		606 G6 Phys. Ed.	605 G6 Phys. Ed.	602 G6 Phys. Ed.	601 G6 Phys. Ed.	PREP		
6th	PW	B Thu	LUCAS	248 A / 234 B	Cheetahs		G6 & G7 Art	G6-G8 Perf. Arts		PREP	G6 Perf. Arts	G6 & G7 Art	G6-G8 Perf. Arts	G7 & G8 Art	PREP	
7th	JM	B Mon	PINCKNEY	343	Panthers		705 G7 Math			701* G7 Math (LS-B Day)		703 G7 Math		PREP		
7th	JM	B Mon	TSOTETSI	341	Lions		706 G7 Math (Adv)			702 G7 Math (LS-A Day)		704 G7 Math		PREP		
7th	AB	C Fri	DUROSEAU	347	Panthers	705	701* G7 ELA (LS-B Day)			703 G7 ELA		PREP		705 G7 ELA		705
7th	AB	B Fri	TAYLOR S.*	345	Lions	706	702 G7 ELA (LS-A Day)			704 G7 ELA		PREP		706 G7 ELA (Adv)		706
7th	AB	C Thu	CHARLES**	339	Cheetahs	703	PREP			705 G7 Civics		701* G7 Civics		703 G7 Civics		703
7th	AB	C Thu	TROBRIDGE	325	Tigers	704	PREP			706 G7 Civics (Adv)		702 G7 Civics (LS-B Day)		704 G7 Civics		704
7th	JL	C Tue	DERISO	349	Jaguars	701	703 G7 Science	704 G7 Science		PREP		705 G7 Science	706 G7 Science (Adv)	701* G7 Science	702 G7 Science	701
7th	JL	B Tue	RIVAGE	235	Leopards	702	G7 & G8 Phys. Ed.	G8 Phys. Ed.		PREP		G7 & G8 Phys. Ed.	G7 & G8 Phys. Ed.	G7 & G8 Phys. Ed.	G7 & G8 Phys. Ed.	702
8th	HM	C Mon	AMERSON	326	Panthers	805	PREP			801* G8 Pre-Algebra (LS-B Day)		803 G8 Pre-Algebra (LS-A Day)		805 G8 Pre-Algebra		805
8th	JH	C Mon	MENAR	328	Lions	806	PREP			802 Algebra 1		804 Algebra 1 (LS-B Day)		806 Algebra 1 Hon (LEO)		806
8th	AB	C Fri	ROUNDTREE	330	Jaguars		801* G8 ELA (LS-B DAY)			803 G8 ELA (LS-A DAY)		805 G8 ELA		PREP		
8th	AB	C Fri	COX*	332	Leopards		802 G8 ELA			804 G8 ELA (LS-B DAY)		806 G8 ELA (Adv)		PREP		
8th	JL	C Tue	STANLEY	334	Jaguars	801	803 G8 Science			805 G8 Science		PREP		801* G8 Science		801
8th	JL	C Tue	WILLIAMS	338	Leopards	802	804 G8 Science (LS-B Day)			806 G8 Science (LEO)		PREP		802 G8 Science		802
8th	AB	C Thu	TAYLOR D	348	Cheetahs	804	805 G8 History	806 G8 History (LEO)		PREP		801* G8 History	802 G8 History	804 G8 History	803 G8 History	804

KCA MASTER SCHEDULE / 2025-26

Bell Schedule							8:00 - 8:30	8:33 - 10:03	10:06 - 11:36	11:39 - 1:39*		1:42 - 3:12		3:15 - 3:30
Wednesday							8:00 - 8:30	8:33 - 9:33	9:36 - 10:36	10:36 - 11:39		11:42 - 1:12*		1:15 - 1:30
Team	Coach	Lunch & Duty	Teacher	ROOMS	Pride	HR	1A	1B	2A	2B	3A	3B	4A	4B	HR
8th	JL	C Thu	WOODLEY P	239	Tigers	803	G8 LEO	G6 Tech	G6 Tech	PREP	G7 & G8 Tech	G6 Art	PREP	G7 & G8 Tech	803
6th	AB	5/6 Wed	CANNISTRA	236	Cheetahs		602 Push In-90 min **Rm. 301**	601 Push In-90 min **Rm. 303**	503* Push In-90 Min **Science-Rm. 315**	502 Push In-90 Min **Rm. 322**	503*/603* Push In-45 Min **Rm. 320 / 303**	PREP	PREP	502/602 Learning Strategies	
5th	JL	A Fri	GUTIERREZ*	240	Tigers		PREP	502 Push In-90 Min **Science-Rm. 319**	602 Push In-90 Min **Rm. 302**	601 Push In-90 min **Rm. 304**	502 Push In-90 Min **Rm. 318**	PREP	503*/603* Push In-45 Min **Rm. 316 / 304**	502/602 Learning Strategies	
7th	AB	7/8 Wed	STEED	236	Panthers		702 Push In-90 min **Rm. 345**	701*/801* Push In-45 Min **Rm. 347 / 330**	803 Push In-90 Min **Rm. 330**	804 Push In-90 Min **Rm. 332**	PREP	702 Push In-90 Min **Civics-Rm. 325**	702/803 Learning Strategies	PREP	
8th	JL	7/8 Wed	VARGAS	240	Lions		PREP	804 Push In-90 Min **Science-Rm. 338**	702 Push In-90 min **Rm. 341**	701*/801* Push In-45 Min **Rm. 343 / 326**	803 Push In-90 Min **Rm. 326**	804 Push In-90 Min **Rm. 328**	702/803 Learning Strategies	PREP	
5th	DA	5/6 Wed	McCORMACK (Dorfman)	231	Lions		SC-ELA	SC-WR	SC-MA	SC-MA	SC-SC	SC-SS	PREP	PREP	

ATTACHMENT D

Attachment D: Operating budget covering each year of the 5-year term that contains revenue projections (using the Florida charter school revenue estimate worksheet), expenses, and anticipated fund balances.

KIPP Broward			**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**
ENROLLMENT	**Cost**	**Basis**					
Classrooms			16	26	56	76	89
K - 5			224	336	672	896	1,064
8-Jun			84	168	420	504	504
12-Sep			-	-	-	90	180
Total Enrollment			308	504	1,092	1,490	1,748
REVENUES							
State Sources with expected enrollment			$2,701,860	$4,483,732	$9,809,555	$13,577,025	$16,152,403
Federal Sources - NSLP funds 90% of students	$4.30	90%	$214,553	$356,353	$783,679	$1,085,345	$1,292,377
Local Sources - Lunch program paid students	$3.50	2%	$3,881	$6,446	$14,175	$19,632	$23,376
Capital Outlay	$ -	Per Student	$ -	$ -	$ -	$ -	$ -
Operating Grants and Contributions			$46,200	$50,400	$109,200	$149,000	$174,800
Other Revenues			$23,100	$50,400	$109,200	$149,000	$174,800
Other Sources - Referendum	$1,404.00	Per Student	$432,432	$707,616	$1,533,168	$2,091,960	$2,454,192
			$3,422,026	$5,654,946	$12,358,977	$17,071,962	$20,271,948
EXPENDITURES							
Instruction - 5000							
Salaries (includes classroom teachers, contract or hourly, and teacher aides)	See Staffing Plan		$1,032,369	$1,725,394	$3,875,638	$5,454,156	$6,627,389
Fringe Benefits			$237,445	$396,841	$891,397	$1,254,456	$1,524,299
Salaries (includes counselor, school nurse, health assistant)	See Staffing Plan		$113,725	$230,862	$478,668	$808,571	$1,017,237
Fringe Benefits			$26,157	$53,098	$110,094	$185,971	$233,965
Salaries (includes Media Specialist, Librarian)	See Staffing Plan		$ -	$62,651	$63,591	$64,544	$65,513
Fringe Benefits			$ -	$14,410	$14,626	$14,845	$15,068
Contracted Professional Services (includes Therapists & other contracted instructional services)	$1,250.00	ESE Student	$57,750	$95,918	$210,939	$292,136	$347,862
Classroom Supplies & Equipment	$35.00	Student	$10,780	$17,905	$39,375	$54,532	$64,934
Teacher Supplies	$40.00	Student	$12,320	$20,462	$45,000	$62,322	$74,211
Textbooks and/or ebooks/Student Activities	$250.00	Student	$77,000	$127,890	$140,626	$194,758	$115,954
Supplemetal instructional materials (CIRP/SIRP and Technology)	$45.00	Student	$13,860	$23,020	$50,625	$70,113	$83,487
Digital Education Content Materials (Leased)	$115.00	Student	$35,420	$58,829	$129,376	$179,177	$213,355
Computer - Equipment for Instruction	$2,300.00	Classroom	$36,800	$60,697	$132,693	$182,785	$217,261
Curriculum Planning, Research, Development and Evaluation (part of ESP's Fee)	$ -	Percent	$ -	$ -	$ -	$ -	$ -
Student Activities	$10.00	Student	$3,080	$5,116	$11,250	$15,581	$18,553
Computer Lab - Including Software	$ -	Lab	$ -	$ -	$ -	$ -	$ -
Sub-Total Instruction			*$1,656,706*	*$2,893,092*	*$6,193,897*	*$8,833,947*	*$10,619,087*
Instructional Support Services - 6000							
Salaries (includes Curriculum Specialist)			$ -	$ -	$ -	$ -	$ -
Fringe Benefits			$ -	$ -	$ -	$ -	$ -
Contracted Professional Services (counseling and psychological)	$800.00	ESE Student	$36,960	$61,387	$135,001	$186,967	$222,632
Workshops/Trainings	$500.00	Teacher	$8,500	$14,000	$31,000	$43,000	$51,500
Salaries (includes Technology Personnel)			$ -	$ -	$ -	$ -	$ -
Fringe Benefits			$ -	$ -	$ -	$ -	$ -
Online Assesment	$4.50	Student	$1,386	$2,302	$5,063	$7,011	$8,349
Hardware Maintenance	$400.00	Classroom	$6,400	$10,556	$23,077	$31,789	$37,785
Sub-Total Instructional Support Services			*$53,246*	*$88,245*	*$194,140*	*$268,767*	*$320,265*

Board - 7100							
Professional Services (Legal)	$2,500.00	School	$2,500	$2,538	$2,576	$2,614	$2,653
Insurance (General Liability, D&O, Professional Liability)	$1,000.00	Classroom	$16,000	$26,390	$57,693	$79,472	$94,461
Network Fee	$200.00	Student	$61,600	$100,800	$218,400	$298,000	$349,600
Sub-Total Board			*$80,100*	*$129,728*	*$278,668*	*$380,086*	*$446,715*
School Administration - 7300							
Salaries (includes Principal, Secretary & other Office Personnel)			$299,576	$323,355	$526,781	$957,660	$1,203,136
Fringe Benefits			$68,903	$74,372	$121,160	$220,262	$276,721
Management Fees (Portion of the 12% fee charged by ESP)	12.00%	FEFP	$162,112	$538,048	$1,177,147	$1,629,243	$1,938,288
Equipment Rental / Lease	$300.00	Per Month	$3,600	$3,654	$3,709	$3,764	$3,821
Travel	$1,200.00	Administrator	$3,600	$3,654	$3,709	$3,764	$3,821
Advertising and Promotion	$25.00	Student	$7,700	$12,789	$28,125	$38,952	$46,382
License Fees	$200.00		$200	$203	$206	$209	$212
Dues and Subcriptions	$4.00	Student	$1,232	$2,046	$4,500	$6,232	$7,421
Postage	$150.00	Classroom	$2,400	$3,959	$8,654	$11,921	$14,169
Printing	$225.00	Classroom	$3,600	$5,938	$12,981	$17,881	$21,254
Office Supplies	$25.00	Student	$7,700	$12,600	$27,300	$37,250	$43,700
Office Equipment	$1,500.00		$1,500	$1,523	$1,545	$1,569	$1,592
Computer Equipment	$1,000.00	Administrator	$3,000	$3,045	$3,091	$3,137	$3,184
Sub-Total School Administration			*$565,122*	*$985,184*	*$1,918,907*	*$2,931,844*	*$3,563,702*
Facilities Acquisition & Construction - 7400							
Building Lease (see budget summary for calculation)			$ -	$ -	$ -	$ -	$ -
Purchase of Buildings & Fixed Equipment				$ -	$ -	$ -	$ -
Land				$ -	$ -	$ -	$ -
Sub-Total Facilities Acquisition & Construction			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Fiscal Services - 7500							
Salaries (Business Manager, Accounting & Bookkeeping Personnel)			$75,329	$76,459	$77,606	$78,770	$239,854
Fringe Benefits			$17,326	$17,586	$17,849	$18,117	$55,167
Fee to County School Board - up to 250 students			$109,653	$111,204	$112,289	$113,901	$115,507
Planning, Research, Development and Evaluation (Part of ESP's Fee)	$ -		$ -	$ -	$ -	$ -	$ -
Professional Services - Annual Audit	$14,000.00		$14,000	$14,210	$14,423	$14,639	$14,859
Sub-Total Fiscal Services			*$216,308*	*$219,458*	*$222,167*	*$225,428*	*$425,387*
Food Services - 7600							
Salaries (Food Service Workers)			$21,000	$63,945	$108,174	$109,796	$111,443
Fringe Benefits			$4,830	$14,707	$24,880	$25,253	$25,632
Food							
Food, Materials & Supplies - Vendor provided meals 92% Participation	$3.76	Per Meal per day	$191,778	$318,526	$700,492	$970,136	$1,155,191
Equipment Rental / Lease (provided by food vendor)							
Inspection fees	$75.00	Twice per year	$150	$152	$155	$157	$159
Sub-Total Food Services			*$217,758*	*$397,331*	*$833,700*	*$1,105,342*	*$1,292,425*
Central Services - 7700							
Central services costs			$ -	$ -	$ -	$ -	$ -
Sub-Total Facilities Acquisition & Construction			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*

Pupil Transportation Services - 7800							
Salaries (Drivers & Transportation workers)	See Staffing		$ -	$ -	$ -	$ -	$ -
Fringe Benefits			$ -	$ -	$ -	$ -	$ -
Contracted Transportation Services - $290 per bus per day 20% utilization	$290.00	20%	$52,200	$104,400	$208,800	$261,000	$313,200
Field Trip Expenses for competitions & Events							
Buses							
Repairs & Maintenance							
Fuel							
Sub-Total Pupil Transportation Services			*$52,200*	*$104,400*	*$208,800*	*$261,000*	*$313,200*
Operation of Plant - 7900							
Salaries (Custodian, crossing guards, security)	See Staffing		$41,602	$63,338	$192,866	$239,260	$242,849
Fringe benefits			$9,568	$14,568	$44,359	$55,030	$55,855
Purchased Service (Custodial, fire and alarm, etc)	$3,200.00	Per Classroom	$51,200	$84,448	$184,616	$254,309	$302,276
Building Lease (see budget summary for calculation)							
Lawn Maintenance	$700.00	Per Classroom	$11,200	$18,473	$40,385	$55,630	$66,123
Pest Control	$150.00	Per Classroom	$2,400	$3,959	$8,654	$11,921	$14,169
Security Services - SRO	$8,333.33	Per Month	$100,000	$101,500	$103,023	$104,568	$106,136
Property Insurance	$3,500.00	Per Classroom	$56,000	$92,365	$201,924	$278,150	$330,615
Telephone Services	$600.00	Per Month	$7,200	$7,308	$7,418	$7,529	$7,642
Water & Sewer	$900.00	Per Classroom	$14,400	$23,751	$51,923	$71,524	$85,015
Electricity	$3,500.00	Per Classroom	$56,000	$92,365	$201,924	$278,150	$330,615
Custodial Supplies & Equipment							
Sub-Total Operation of Plant			*$349,570*	*$502,075*	*$1,037,091*	*$1,356,072*	*$1,541,296*
Maintenance of Plant - 8100							
Repairs & Maintenance	$2.50	Sq. Ft.	$73,150	$119,700	$259,350	$353,875	$415,150
Supplies							
Sub-Total Maintenance of Plant			*$73,150*	*$119,700*	*$259,350*	*$353,875*	*$415,150*
Administrative Technology Services - 8200							
Internal Technology Support							
Technology Personnel							
Systems Operation	$750.00	Per Classroom	$12,000	$19,793	$43,269	$59,604	$70,846
Systems Planning & Analysis							
Sub-Total Administrative Technology Services			*$12,000*	*$19,793*	*$43,269*	*$59,604*	*$70,846*
After Care Programs							
After Care Salary							
Fringe Benefits							
Sub-Total After Care Programs			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Debt Service - 9200							
Redemption of Principal				*$ -*			
Recoverable Grant Expense							
Interest *(Interest Only at 6%)*							
Sub-Total Debt Service				*$ -*	*$ -*	*$ -*	*$ -*
Contingency							
Operating expense contigency - 3% of FEFP - Considered restricted funds	3%		$102,661	$169,648	$370,769	$512,159	$608,158
Sub-Total Contingency			*$102,661*	*$169,648*	*$370,769*	*$512,159*	*$608,158*
Total Expenditures			*$3,378,821*	*$5,628,654*	*$11,560,760*	*$16,288,123*	*$19,616,231*
Excess of Revenues over Expenditures			$43,205	$26,292	$798,217	$783,838	$655,717

Paste

(Insert district number in cell A1, enter, then strike F9. Your district data then pulls from Calculation Detail Sheets)

Revenue Estimate Worksheet

Based on the 2025-26 FEFP Second Calculation

School District: Broward

1A. 2025-26 FEFP State and Local Funding

Base Student Allocation	$5,372.60	Comparable Wage Factor:	1.0249
		Small District Factor	1

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2025-26 Base Funding (WFTE x BSA x CWF x SDF)
-1	-2	-3	-4	-5
101 Basic K-3	190	1.108	210.5191	$1,159,198
111 Basic K-3 with ESE Services	34	1.108	37.672	$207,436
102 Basic 4-8	71	1	71	$390,953
112 Basic 4-8 with ESE Services	13	1	13	$71,583
103 Basic 9-12	0	0.972	0	$ -
113 Basic 9-12 with ESE Services		0.972	0	$ -
254 ESE Level 4 (Grade Level PK-3)		3.609	0	$ -
254 ESE Level 4 (Grade Level 4-8)		3.609	0	$ -
254 ESE Level 4 (Grade Level 9-12)		3.609	0	$ -
255 ESE Level 5 (Grade Level PK-3)		6.064	0	$ -
255 ESE Level 5 (Grade Level 4-8)		6.064	0	$ -
255 ESE Level 5 (Grade Level 9-12)		6.064	0	$ -
130 ESOL (Grade Level PK-3)		1.165	0	$ -
130 ESOL (Grade Level 4-8)		1.165	0	$ -
130 ESOL (Grade Level 9-12)		1.165	0	$ -
300 Career Education (Grades 9-12)		1.081	0	$ -
Totals	308		332.1911	$1,829,170

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE	Number of FTE Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs.	2025-26 Base Funding (WFTE x BSA x CWF x SDF)
Small District ESE Supplement		$ -

Total Additional FTE	0	Additional Base Funds	$ -
Total Funded Weighted FTE	332.1911	Total Base Funding	$1,829,170

1B. Classroom Teacher and Other Instructional Personnel Salary Increase Maintenance and Growth Portions of the Salary Increase funds are part of the total Conference Base Funding and are not treated as a separate allocation. Amounts are split out here for informative purposes and for the purposes of providing a total that may be used for calculating the adminstrative fee.

Maintenance Portion (6.67% of Conference Base Funding)	(a)	$1,829,170	X	6.67%	$122,006
Growth Portion (0.54% of Conference Base Funding)	(a)	$1,829,170	X	0.54%	$9,878
Total Salary Increase Allocation					$131,884

2. ESE Guaranteed Allocation:	FTE	Grade Level	Matrix Level	Guarantee Per Student	
Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above, less any 113 gifted FTE.	34	PK-3	251	$1,058	$35,972
		PK-3	252	$3,418	$ -
		PK-3	253	$6,974	$ -
	13	8-Apr	251	$1,187	$15,431
		8-Apr	252	$3,546	$ -
		8-Apr	253	$7,102	$ -
	0	12-Sep	251	$845	$ -
		12-Sep	252	$3,204	$ -
		12-Sep	253	$6,760	$ -
Total FTE with ESE Services	47			Total ESE Guarantee	$51,403

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total UFTE to obtain school's

UFTE share. Charter School UFTE:	308	÷		District's Total UFTE:	284,621.67
				=	0.11%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E33 above by the district's total WFTE to obtain school's

WFTE share. Charter School WFTE:	332.19	÷		District's Total WFTE:	303,877.90
				=	0.11%

3C. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship UFTE to obtain school's

UFTE share. Charter School UFTE:	308	÷	District's Total Non-Scholarship UFTE:		235,800.17
				=	0.13%

3D. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-virtual UFTE to obtain school's

UFTE share. Charter School UFTE:	308	÷	District's Total Non-Virtual UFTE:		284,256.59
				=	0.11%

3E. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship and non-virtual UFTE to obtain school's

UFTE share. Charter School UFTE:	308	÷	District's Total Non-Scholarship Non-Virtual UFTE:		235,435.09
				=	0.13%

4. Educational Enrichment Share (Non-Virtual UFTE share)	(e)	61,729,161	x	0.11%	$66,914
5. Discretionary Millage Compression Allocation					
.748 Mills (UFTE share)	(b)	0	x	0.11%	$ -
6. Safe Schools Allocation (Non-Virtual and Non-Scholarship UFTE share)	(f)	25,049,636	x	0.13%	$32,765

7. Mental Health Assistance Allocation (Non-Scholarship UFTE share)			**(d)**	**14,599,537**	**x**	**0.13%**	**$19,067**
8. Academic Acceleration Options Supplement (Value share)			**(g)**				
Acceleration Value		**Acceleration Value** **Charter schools should contact their school district sponsor regarding eligible value. Please note that "Acceleration Value" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (g) below.**					
Advanced Placement							
International Baccalaureate							
Advanced International Certificate							
Industry Certified Career Education							
Early High School Graduation							
Dual Enrollment							
						School total value	**-**
						District total value	**12,233.81**
School Academic Acceleration Option Supplement				**66,842,129**	**x**	**0.00%**	**$ -**
9. Discretionary Local Effort (WFTE share)			**(c)**	**249,288,592**	**x**	**0.11%**	**$272,472**
10. Proration to Funds Available (WFTE share)			**(c)**		**x**	**0.11%**	**$ -**
11. Educational Enrollment Stabilization Program (UFTE share)			**(b)**		**x**	**0.11%**	**$ -**
12. Class Size Reduction Funds:							
	Weighted FTE (not including Add-On)	**X CWF X**		**Allocation factors**			
PK - 3	**248.1911**	**1.0249**		**958.42**	**=**	**243,794**	
8-Apr	**84**	**1.0249**		**915.09**	**=**	**78,782**	
12-Sep	**0**	**1.0249**		**917.3**	**=**	**0**	
Total *	**332.1911**					**Total Class Size Reduction Funds**	**$322,576**
*(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)*							
13. Student Transportation			**(h)**				
Enter All Adjusted Fundable Riders		**61.6**			**x**	**571**	**$35,174**
Enter All Adjusted ESE Riders					**x**	**1,731**	**$ -**
14. Federally Connected Student Supplement			**(i)**				

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation	Total
Military and Indian Lands		$0.00	$0.00	$ -
Civilians on Federal Lands		$0.00	$0.00	$ -
Students with Disabilities			$0.00	$ -
Total				$ -
15. Food Service Allocation	(j)			
			Total	$2,629,541

16. Total Less Salary Increase Allocation (for administrative fee calculation)	(k)	$2,497,657
17. Funding for the purpose of calculating the administrative fee for ESE charter schools.	(l)	
If you have more than a 75% ESE student population, please place a 1 in the following box:		$ -
	Average Revenue per Student:	$8,537
	Revenue Increase from Previous Year	$1.03
	Adjusted Revenue Per Student	$8,772

NOTES:

(a) This allocation will be frozen as of the 2025-26 FEFP Conference Calculation and will not be recalculated throughout the year. Charter school allocations are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) District allocations multiplied by percentage from item 3C.

(e) District allocations multiplied by percentage from item 3D.

(f) District allocations multiplied by percentage from item 3E.

(g) Acceleration values earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation and Dual Enrollment pursuant to s. 1011.62(17), F.S.

(h) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(i) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(10), F.S.

(j) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(k) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specfically allocated by the Legislature for teacher compensation.

(l) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.

Other:

FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.

Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.

Staffing Model, FY26-FY30						
Role Type	**Title**	**FY26 Total Staff**	**FY27 Total Staff**	**FY28 Total Staff**	**FY29 Total Staff**	**FY30 Total Staff**
School-Based Instructional Leadership	School Leader Fellow			2.0		2.0
School-Based Instructional Leadership	School Leader				2.0	2.0
School-Based Instructional Leadership	Assistant School Leader - Instruction				2.0	2.0
School-Based Instructional Leadership	Assistant School Leader - ESE				0.0	0.5
School-Based Instructional Leadership	Assistant School Leader - Culture				0.0	1.0
Teaching/Instruction	Teacher				15.0	26.0
Teaching/Instruction	Enrichment Teacher				2.0	3.0
Teaching/Instruction	Teacher in Residence				2.0	2.0
Teaching/Instruction	Teacher Aide				2.0	2.0
Student Support	Student Support Advocate				0.5	1.0
Student Support	Counselor				1.0	1.0
Student Support	KIPP Forward Counselor				0.0	0.5
Student Support	Social Worker				1.0	1.0
Student Support	Speech Language Pathologist				1.0	1.0
Student Support	Behavior Specialist				1.0	1.0
School Operations	Director School Operations Fellow			2.0		2.0
School Operations	Director School Operations				1.0	1.0
School Operations	School Operations Manager				1.0	1.0
School Operations	Receptionist				1.0	1.0
School Operations	School Facilities Manager 2				1.0	1.0
Regional Leadership	Managing Director of Schools		1.0	1.0	1.0	1.0
Regional Leadership	Managing Director of Operations		1.0	1.0	1.0	1.0
Regional Support	Managing Director of External Relations	1.0	1.0	1.0	1.0	1.0
Regional Support	Director - Student Recruitment & Enrollment		0.5	1.0	1.0	1.0
Regional Support	Director - Regional Ops & Compliance				1.0	1.0
Regional Support	Director - Operations/Facilities				0.0	1.0
Regional Support	Director - Community Engagement				0.0	1.0
Regional Support	Director - ESE				1.0	1.0
Regional Support	Director - Development	1.0	1.0	1.0	1.0	1.0
Regional Support	Manager - IT & Data			1.0	1.0	1.0
Regional Support	Talent Recruiter	0.5	0.5	1.0	1.0	1.0
Regional Support	Real Estate Project Manager	1.0	1.0	1.0	1.0	1.0
Regional Support	Associate			0.5	1.0	2.0
		3.5	**6.0**	**12.5**	**44.5**	**66.0**

ATTACHMENT E

District Comprehensive Evidence-Based Reading Plan

Overview:

We are using the FLDOE tool to complete our District Comprehensive Evidence-Based Reading Plan. Below you will find roles and responsibilities, along with Benchmarks to completion. Please reach out to either Courtney Bethel or D'Juana Miller-Brown if you have any questions and/or need additional support.

Objectives:

1. We must create a clear system that can be replicated yearly around our Reading Plans and decisions.
2. The various stakeholders must have clear inputs and timelines that are coordinated by T&L with a final review by The Arc.

Guiding Principles:

- Data & Impact: What has shown evidence of meeting the intended outcomes and timelines consistently?
- Scalability: Does it live at the regional level as we grow beyond 1 campus or will schools decide as we scale?
- Replicability: To what extent can this be replicated? How does this build capacity in people?
- Collaboration: What are the structures for collaboration and accountability to ensure all teammates hold their weight and hit our goals?

Proposed Schedule to Completion

Stakeholder	Action	Timeline for this School Year
Managing Director of T&L	• Work in collaboration with T&L Team to ensure a robust and comprehensive plan for Sections 1, 3, 4, 5, 6 & 7. • Collaborate with Director of ESE and Director of Student Experience, as needed for Tier Intervention Sections • Review Plan with Director of Compliance • Submit Final Plan to the Arc for Review and Approval	June 2-6, 2025 June 9-10, 2025 June 12-13, 2025
Director of Compliance	• Work in collaboration with Finance and Accounting Teams to ensure accurate reporting of Section 2. • Work with the Managing Director of Operations to complete Section 8. • Submit Final Plan to FLDOE	June 2-6, 2025 June 9-10, 2025 June 12-13, 2025

District Comprehensive Evidence-Based Reading Plan

Annually, school districts must develop a Comprehensive Evidence-Based Reading Plan (CERP) that outlines the components of the district's comprehensive system of reading instruction. In order to assist districts, the Florida Department of Education (Department) has developed the attached format for district reading plans. Districts may utilize the Department's format or an alternative developed by the district school board. The CERP must be approved by the governing board or authority prior to submitting to the Department by August 1 for approval.

The District CERP depicts and details the role of administration (both district and school level), professional learning, assessment, curriculum and instruction in the improvement of student learning of the Benchmarks for Excellent Student Thinking (B.E.S.T.) English Language Arts (ELA) Standards as provided in Rule 6A-1.09401, Florida Administrative Code (F.A.C.), Student Performance Standards. This information is reflected for all schools and grade levels and shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff and parents.

1) Contact Information

The Main District Reading Contact will be the Department's contact for the District CERP and is responsible for the plan and its implementation. Other contacts are those who work primarily with an area covered within the plan. Indicate the contacts for your district.

Point of Contact	Name	Email	Phone
Main Reading Contact + Data Element	Courtney Bethel	cbethel@kippmiami.org	786-822-7702
Literacy Coach (5-8)	Alrica Boler	aboler@kippmiami.org	786-822-7702
Literacy Coach (3-4)	Odessa Mohabeer	omohabeer@kippmiami.org	786-822-7702
K-2 Literacy Assistant Principal	Angelica Ramirez	aramirez@kippmiami.org	786-822-7702
Third Grade Promotion	Kayla Johnson	kjohnson@kippmiami.org	786-822-7702
Multi-Tiered System of Supports	Jacky Valdez	jvaldez@kippmiami.org	786-822-7702
Other (LEA Contact)	D'Juana Miller-Brown	dmillerbrown@kippmiami.org	305-766-0717

2) District Expenditures

Comprehensive System of Reading Instruction Expenditures (Rule 6A-6.053(8)(b)3.b., F.A.C.)
The reading funding included in the Florida Education Finance Program (FEFP) base funding is intended to provide comprehensive reading instruction to students in prekindergarten (PreK) through grade 12. Districts will include salaries and benefits, professional learning, assessment, programs/materials, tutoring and incentives required to effectively implement the district's plan. The expenditures must prioritize K-3 students who have a substantial reading deficiency or characteristics of dyslexia.

Comprehensive System of Reading Instruction Expenditures	Amount	FTE (where applicable)
Anticipated Amount of District Base Funding for CERP	**$9.3m**	
Estimated proportional share distributed to district charters **Charter schools must utilize their proportionate share in accordance with Section (s.) 1002.33(7)(a)2.a., s. 1003.4201 and s. 1008.25(3)(a), Florida Statutes (F.S.). Note: All intensive reading interventions specified by the*	**$9.3m**	

Comprehensive System of Reading Instruction Expenditures	Amount	FTE (where applicable)
charter must be delivered by a teacher who has a literacy micro-credential or is certified or endorsed in reading.		
Elementary Expenses		
Literacy coaches	**$312,000**	**3.5**
Intervention teachers	**$500,652**	**17**
Scientifically researched and evidence-based supplemental instructional materials	**$240,000**	
Summer reading camps	**$10,000**	
Secondary Expenses		
Literacy coaches	**$246,750**	**2.5**
Intervention teachers	**$212,420**	**3.5**
Scientifically researched and evidence-based supplemental instructional materials	**$160,000**	
K-12/PreK Expenses		
Professional learning to help K-12 instructional personnel and certified PreK teachers earn a certification, a credential, an endorsement, or an advanced degree in scientifically researched and evidence-based reading instruction	**N/A**	
Incentives for K-12 instructional personnel and certified PreK teachers who possess the Reading Endorsement or Certification	**N/A**	
Incentives for K-12 instructional personnel and certified PreK teachers who possess the Emergent, Elementary, or Secondary Literacy Micro-Credential	**N/A**	
Additional time per day of evidence-based intensive reading instruction for extended literacy learning (before or after school, summer, etc.)	**$177,500**	
Tutoring programs to accelerate literacy learning	**$103,000**	
Family engagement activities	**$103,000**	
Other – Please Describe		
Reading Teachers (Elementary)	**$1,0006,341**	**24**
Reading Teachers (Secondary)	**$408,350**	**8**
Sum of Expenditures	**$2,370,492**	

3) Literacy Leadership – District and School

A. Measurable Student Achievement Goals (Rule 6A-6.053(8)(b)3.d., F.A.C.)

For each grade, Voluntary Prekindergarten (VPK)-10, establish clear and measurable student literacy achievement goals based on the Florida Assessment of Student Thinking (FAST). Goals for the plan year should increase from the previous year in order to meet statewide literacy achievement goals.

FAST				
Grade	**Previous School Year – % of Students Scoring**		**Goal for Plan Year – % of Students Scoring**	
	Urgent Intervention <10th percentile	**At & Above Benchmark** 40th percentile & above	**Urgent Intervention** <10th percentile	**At & Above Benchmark** 40th percentile & above
VPK	n/a	n/a	n/a	n/a
K	14%	63%	10%	80%

1	31%	48%	25%	70%
2	22%	60%	17%	56%

FAST				
Grade	**Previous School Year – % of Students Scoring**		**Goal for Plan Year – % of Students Scoring**	
	Level 1	**Levels 3-5**	**Level 1**	**Levels 3-5**
3	41%	36%	36%	43%
4	42%	26%	37%	33%
5	28%	26%	23%	33%
6	42%	33%	37%	40%
7	33%	34%	28%	41%
8	17%	39%	12%	46%
9	n/a	n/a	n/a	n/a
10	n/a	n/a	n/a	n/a

B. Plan Implementation and Monitoring (Rule 6A-6.053(9), F.A.C.)

Districts must monitor the implementation of the District CERP at the district and school level, including charter schools sponsored by a district.

1. Provide an explanation of the following:

Grades K-5	**District Level**	**School Level**
Data that will be collected and frequency of review	Data collection will include diagnostic data from FAST, STAR, i-Ready, and DIBELS three times per year along with quarterly assessments three times per year, and bi-weekly benchmark assessments. These data are reviewed after each administration by regional leaders and school leadership teams on a weekly basis during regional leadership data meetings, DKI (Data and Key Initiative Meeting).	Along with district level data, schools will collect daily standard-aligned exit tickets and administer growth monitoring assessments each 30 days after i-Ready AP1 and AP2. School leadership teams and the SST review data after each administration and on a weekly basis during school academic progress meetings.
Actions for continuous support and improvement	The following actions are implemented for continuous support and improvement: ● Regional leaders, school principals, instructional coaches, and achievement directors analyze bi-weekly data and create action plans to support both student	The following actions are implemented for continuous support and improvement: ● School leadership teams utilize weekly action plans from regional data meeting by planning instructional walkthrough schedules, identifying teachers to observe,

	learning and teacher development ● Regional leaders, school principals, and instructional coaches conduct weekly instructional walkthroughs to support teachers during instruction through real-time coaching. ● Instructional coaches and teachers participate in daily exit ticket data analysis by identifying trends in student work and develop reteach plans to address gaps in student learning. ● Instructional coaches and achievement directors plan bi-weekly professional development for teachers on how to drive grade-level instruction and provide scaffolded instruction aligned to each grade level and content standards. ● Regional Leaders observe action plans being implemented during tier 1 or tier 2 instruction and provide feedback to both instructional coaches and achievement director to coach teacher practice.	and tracking targeted student data ● Instructional coaches and achievement directors co-plan and co-facilitate weekly professional development based on student data to close gaps in student data ● Provide daily pull out to students demonstrating significant reading deficiencies according to progress monitoring data
Grades 6-8	**District Level**	**School Level**
Data that will be collected and frequency of review	Data collection will include diagnostic data from FAST, STAR, i-Ready, and DIBELS three times a year along with quarterly assessments three times per year, and bi-weekly	Along with district level data, schools will collect daily standard-aligned exit tickets and administer growth monitoring assessments each 30 days after i-Ready AP1 and

	benchmark assessments. These data are reviewed after each administration by regional leaders and school leadership teams on a weekly basis during regional leadership data meetings.	AP2. School leadership teams and the SST review data after each administration and on a weekly basis during school academic progress meetings.
Actions for continuous support and improvement	The following actions are implemented for continuous support and improvement: ● Regional leaders, school principals,	The following actions are implemented for continuous support and improvement: ● School leadership teams utilize weekly action plans from regional leadership teams data meeting by planning instructional walkthrough schedules, identifying priority teachers to observe, and tracking targeted student data. ● Literacy Coaches and Achievement Directors will co-plan and co-facilitate weekly professional development for teachers based on student data.

	instructional coaches, and achievement directors analyze bi-weekly data and create action plans to support both student learning and teacher development ● Regional leaders, school principals, and instructional coaches conduct weekly instructional walkthroughs to support teachers during instruction through real-time coaching. ● Instructional coaches and teachers participate in daily exit ticket data analysis by identifying trends in student work and plan reteach plans. ● Instructional coaches and achievement directors plan bi-weekly professional development for teachers ● Regional Leaders observe action plans being implemented during tier 1 or tier 2 instruction	
Grades 9-12	**District Level**	**School Level**
Data that will be collected and frequency of review Actions for continuous support and improvement	**n/a**	**n/a**

2. Describe what has been revised to improve literacy outcomes for students in the district's CERP based upon the District CERP Reflection Tool and a root-cause analysis of student performance data.

Based on the analysis of the K-12 CERP Reflection Tool and root-cause analysis of student performance data, the following indicators will be revised to improve literacy outcomes:

• Literacy coaches and achievement directors analyze progress monitoring data from bi-weekly assessments, i-Ready Diagnostic data, and DIBELS to plan Tier 2 and Tier 3 small-group, differentiated instruction aligned to reading skills.
• Tier 1 students are provided with enrichment activities and instruction at and above grade level to reinforce mastery of grade level skills and standards.
• Teachers utilize progress monitoring screening data from DIBELS to target students who display significant reading deficiencies (two or more grade levels below) to provide targeted reading instruction
• Tier 3 interventions are provided one-on-one or in small groups (1-3 students) only by reading endorsed or certified teachers. Tier 2 and Tier 3 students in grades 6-12 are placed in an intensive reading course with a "strong" Every Student Succeeds Act (ESSA) rated evidenced-based curriculum.
• School-based administrators are provided regular professional learning sessions on the science of reading and evidence-based literacy instruction, materials, and assessment.
• Principals provide training to help teachers integrate phonological awareness, phonics, word study and spelling, fluency, vocabulary, and text comprehension strategies into an explicit, systematic, and sequential approach to reading instruction, including multisensory intervention strategies.
The following areas have been identified as top priority to develop:
1. Continue providing teachers with in-depth professional development and job-embedded training on the new Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) through the use of our core instructional materials to provide teachers with instructional tools to help remediate and accelerate all students to their full academic potential.
2. Continue to strengthen knowledge of all school-site administrators with a focus on the Science of Reading.
3. Continue to ensure all students have access to a rigorous, evidence-based curriculum for reading and writing, and teachers use curriculum with fidelity as evident through site-based monitoring data.
4. Continue providing monthly professional development and targeted job embedded support to Instructional Coaches utilizing the Just Read, Florida Coaching Model in conjunction with our internal Cohesive Coaching Cycle (Lesson planning and internalization, Observation and Real-time Coaching, and Looking at Student Work meetings).

3. Describe the process used by principals to monitor implementation of the reading plan, including frequent reading walkthroughs conducted by administrators.

The principal monitors the implementation of the school-level reading plan very diligently through the use of the Framework of Effective Instruction (FEI) along with the data obtained from the core and intervention progress monitoring assessment data. All administrators have access to teacher and student reading data gathered from formative and diagnostic assessments via the region's internal data platforms. Observational data gathered by school site administrators during core and intervention instruction is shared with the teacher within a day of the walkthrough. Data drives the conversation and instructional decisions are made in collaboration with the school site, region, and district to assist the school to meet the needs of the students.

4. **In addition, describe how principals monitor collection and utilization of assessment data, including progress monitoring data, to inform instruction and support needs of students.**

Progress monitoring data is obtained and analyzed on an ongoing basis by school-site administrators to inform instruction and support student needs. Action/support plans are created with the teacher based on the areas observed to provide further guidance and support to strengthen instructional delivery to improve student outcomes.

Principals create a strategic walkthrough and classroom observation plan based on student data and to support priority classrooms and teachers. The instructional coach and principal co-development the support plan for teachers identified as needing the most support.

C. Literacy Coaches (Rule 6A-6.053(4), F.A.C.)

The Just Read, Florida!Lliteracy coach model delineates the roles and responsibilities of literacy coaches.

1. **Is the district using the Just Read, Florida! Literacy Coach Model?**
   Yes/No

Yes, in conjunction with our internal Cohesive Coaching Cycle Framework which consists of: 1. Lesson Internalization and Intellectual Preparation Meeting, 2. Instructional Observations, 3. Observation Debrief/Coaching Meeting, 4. Data Analysis/Looking at Student Work Meeting.

2. **If no, please describe the evidence-based coach model the district is using.**

n/a

3. **How is the literacy coach model being communicated to principals?**

The Just Read, Florida! Coaching model in conjunction with the Cohesive Coaching Cycle Framework is communicated to principals via summer and ongoing professional development. After professional development is delivered to principals, the coaching model is reinforced through:
• Weekly Principal Professional Development
• Weekly Coaching Meeting with Direct Supervisor (Head-of-Schools)
• Weekly Principal Instructional Walkthroughs
• Weekly Instructional Meeting with the Literacy Achievement Director and Managing Director of Teaching and Learning Instructional Supervisor)
• Middle of Year and End of Year Performance Management Reflection Meeting

4. **How does the district support literacy coaches throughout the school year?**

KIPP Miami supports Literacy Coaches through our internal Performance Management System that focuses on building leadership competency and skill by direct observation of the Just Read, Florida! Coaching Model and our internal Cohesive Coaching Model. The Cohesive Coaching Model consists of 1. Lesson Planning and Internalization, 2. Instructional Observations, and 3. Looking at Student Work Meeting. The Cohesive Coaching Model in alignment with our Leadership Competency Model focuses on building teacher instructional strategies and pedagogy to improve student learning. Each teacher receives a weekly action step based from literacy coaches that are logged into Whetstone along with a microgoal to improve student learning week-over-week. Literacy Coaches aggregate action steps and microgoals and use these data to plan instructional professional

development. Along with teachers and literacy coaches participating in job-embedded, ongoing professional development, all staff receive a weekly coaching meeting from direct managers with an emphasis on analyzing student data. During professional development, lesson planning and internalization meetings, and weekly coaching meetings, an in-depth study of Florida's B.E.S.T. standards and the district's literacy core curriculum are used to plan academic interventions and respond to student data. Regional Leaders including the Executive Director, Managing Director of Schools, and Managing Director of Teaching and Learning observe Instructional Coaches facilitating weekly coaching meetings, content team meetings, and weekly data meetings and receive feedback on their practices (planning, facilitation, and execution).

5. **How is the district supporting coaches with prioritizing high impact activities, such as conducting data analysis with teachers to establish goals and create action plans, coaching and providing professional learning based on need?**

The district supports literacy coaches through weekly academic progress monitoring meetings and on-going professional development. The Cohesive Coaching Cycle and the district's internal assessment calendar enables managers to directly support literacy coaches in consistently collecting highest-leverage data on a weekly basis. Literacy coaches and district regional directors participate in weekly instructional walkthroughs along with instructional walkthrough debriefs to determine the highest-leverage action step for each teacher. The regional leadership team disaggregates both instructional walkthrough data and student performance data on current progress monitors such as bi-weekly assessments, exit tickets, and quarterly assessments to plan reteach and student intervention plans. Literacy coaches, principals, and regional leaders create weekly teacher support plans along with weekly professional development. Priority teachers are selected based on most recent data and data trends over time to determine the highest impact of support.

6. **How does the district monitor implementation of the coach model?**

The district manages the implementation of the coaching model through joint weekly instructional walkthroughs with regional leaders, weekly data meetings with principals, literacy coaches, and the managing director of teaching and learning. All literacy coaches, principals, and regional leaders log observation feedback in Whetstone that is shared with coaches' supervisors and analyzed by regional leaders. Each literacy coach is observed weekly and have weekly coaching meetings with either the Managing Director of Schools, Managing Director of Teaching and Learning, or the school principal.

4) Assessment, Curriculum and Reading Instruction

A. Florida's Formula for Reading Success (Rule 6A-6.053(3)(a), F.A.C.)

K-12 reading instruction will align with Florida's Formula for Reading Success, 6 + 4 + T1 +T2 + T3, which includes:

- **Six components of reading**: oral language, phonological awareness, phonics, fluency, vocabulary and comprehension.
- **Four types of classroom assessments**: screening, progress monitoring, diagnostic and summative assessment.

- **Three tiers of instruction that are standards-aligned**; include accommodations for students with a disability, students with an Individual Educational Plan (IEP) and students who are English language learners; and incorporate the principles of Universal Design for Learning as defined in 34 Code of Federal Regulations 200.2(b)(2)(ii).
    - **Core Instruction (Tier 1)**: provides print-rich explicit and systematic, scaffolded, differentiated instruction and corrective feedback; builds background and content knowledge; incorporates writing in response to reading.
    - **Supplemental Instruction/Interventions (Tier 2)**: provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted still(s) and receive corrective feedback; occurs in addition to core instruction.
    - **Intensive, Individualized Instruction/Interventions (Tier 3)**: provides explicit, systematic individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback and frequent progress monitoring; occurs in addition to core instruction and Tier 2 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency. All intensive reading interventions must be delivered by instructional personnel who possess a literacy micro-credential as provided in s. 1003.485, F.S., or are certified or endorsed in reading.

1. **Describe how the district will align K-12 reading instruction to Florida's Formula for Reading Success for all students including students with a disability and students who are English language learners.**

KIPP Miami has aligned reading instruction in all grades to Florida's Formula for Success by adopting Florida aligned curriculum and establishing a criteria that appropriately aligned instructional resources and courses to students' needs based on a triangulation of data from FAST, STAR, i-Ready, and DIBELS. Both English Language Learners (ELL) and Student with Disabilities (SWD) are placed in appropriate courses and receive instructional support such as academic interventions as well as related services.

All students are provided grade level Tier 1 instruction via their core instructional ELA periods. Tier 2 and Tier 3 are based on their achievement level from state assessments along with progress monitoring and screening data.

2. **Describe your public school PreK program's plan for assessment, standards, curriculum, instruction and support to meet the needs of all learners.**

KIPP Miami does not currently have a VPK program.

B. Assessment/Curriculum Decision Trees (Rule 6A-6.053(8)(b)4., F.A.C.)

Districts are required to develop Assessment/Curriculum Decision Trees to demonstrate how data will be used to determine specific reading instructional needs and interventions for all students in grades K-12. Use Assessment/Curriculum Decision Trees to address ALL students. The template can be used for grade bands or for individual grades.

The Decision Trees must contain the following information:

- Name of each assessment, targeted audience, component(s) of reading assessed, type of assessment, the frequency of data collection and the method and timeframes by which assessment data will be provided to teachers and parents. For students in VPK through grade 10, the FAST must be administered pursuant to s. 1008.25(9)(b), F.S.
- and included as a component of the Assessment/Curriculum Decision Trees.
- Performance criteria used for decision-making for each assessment at each grade level.
- Evidence-based instruction and strategies.
- Specific criteria for when a student is identified to receive intensive reading interventions, what intensive reading interventions will be used, how the intensive reading interventions are provided and assurance that intensive reading interventions are delivered by a teacher who is certified or endorsed in reading or instructional personnel who possess a literacy micro-credential.
- Identification of the multisensory interventions provided to students in grades K-3 who have a substantial reading deficiency or characteristics of dyslexia, including a description of the intensive, explicit, systematic and multisensory reading interventions which will be provided to students in grades K-3.

Note: Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate or promising levels of evidence as defined in 20 United States Code (U.S.C.) s. 7801(21)(A)(i):

(A) …an activity, strategy or intervention that –
(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on –
(I) strong evidence from at least 1 well-designed and well-implemented experimental study;
(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or
(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias.

Grades VPK-5

1. Grades VPK-5 Assessments
Indicate in the chart below the assessment(s) used to screen and progress monitor grades VPK-5 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades VPK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST Star Early Literacy	☒ Grade K ☒ Grade 1 ☐ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
FAST	☐ Grade K	☐ Oral Language	☒ Screening	☐ Weekly

Name of the Assessment	Target Audience (Grades VPK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
Star Reading	☒ Grade 1 ☒ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
FAST ELA Reading	☐ Grade K ☐ Grade 1 ☐ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Quarterly Standards-based Assessments	☒ Grade K ☒ Grade 1 ☒ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☐ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☒ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Quarterly Standards-based Assessments	☐ Grade K ☐ Grade 1 ☐ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☐ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☒ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Bi-weekly Standards-based Quizzes	☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☒ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
i-Ready Reading Diagnostic	☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year

Name of the Assessment	Target Audience (Grades VPK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
	☒ Grade 4 ☒ Grade 5	☒ Vocabulary ☒ Comprehension		☐ Annually ☐ As Needed ☐ Other
DIBELS	☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☐ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
DIBELS	☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☒ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

2. Students with a Substantial Reading Deficiency (Rule 6A-6.053(5), F.A.C.)

Students identified with a substantial reading deficiency must have an individualized progress monitoring plan that is designed to address the student's specific reading deficiency and that meets the minimum requirements set forth in s. 1008.25(4)(c), F.S.

Students with qualifying disabilities covered by an IEP or a 504 Plan are exempt from the requirement to have a progress monitoring plan, if the IEP or 504 Plan addresses the student's reading deficiency. Nothing in Rule 6A-6.053(5), F.A.C., should be construed to require or prohibit an IEP or 504 Plan or the contents of the CERP. Districts and charter schools are authorized to develop individualized progress monitoring plans for students with IEPs or 504 Plans that address the student's reading deficiency.

A K-3 student is identified as having a substantial reading deficiency if:

- The student is identified as in need of Tier 3 interventions;
- A student in grades K-3 demonstrates through progress monitoring, formative assessments or teacher observation data, minimum skill levels for reading competency in one or more of the six (6) components of reading; and
    - For kindergarten, the student scores below the tenth (10^{th}) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle or end of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.;
    - For grades 1 and 2, the student scores below the tenth (10^{th}) percentile or is unable to complete the practice items on the designated grade-level assessment for the specified testing window of the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.; or

- For grade 3, the student scores below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.

- A student in grade 3 scores a Level 1 on the end-of-year statewide, standardized ELA assessment pursuant to s. 1008.22(3)(a), F.S.

2a. Describe the district's process for identifying grades K-3 students in need of Tier 2/Tier 3 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency.

The district identifies students with a deficiency in reading following the state's criteria. The district created a criteria to appropriately place students with substantial reading deficiencies in Tier 2 and Tier 3 academic reading interventions. Literacy coaches assist principals with determining the proper placement and support of students who are identified as needing additional academic support. The literacy leadership team uses both previous year's data along with current reading data from PM1 and PM2 to either maintain current reading intervention placement or make necessary adjustments to academic programming. Throughout the year, students take the i-Ready Reading and DIBELS screeners and progress monitoring assessments that target the six components of reading (oral language, phonological awareness, phonics, fluency, vocabulary and comprehension).

All students scoring two or more grade levels below on each assessment and screener are identified as Tier 3 students. These students receive intensive reading support through small group and one-to-one support in interventions.

2b. Describe the district's process for identifying grades 4-5 students in need of Tier 2/Tier 3 interventions.

The district identifies students in grades 4-5 for Tier 2 and Tier 3 academic interventions by using previous years' performance data, screeners, and diagnostic data. If a student has been retained in a previous grade, these students are automatically placed on Tier 3 intervention watch. The established criteria for Tier 2 and Tier 3 consists of using data from state assessment and i-Ready Diagnostic. Students obtaining a level 1 or 2 on FAST and who are one grade or two grades below on i-Ready are placed in Tier 2 and Tier 3 interventions.

All students scoring two or more grade levels below on each assessment and screener are identified as Tier 3 students. These students receive intensive reading support through small group and one-to-one support in interventions.

3. Students with Characteristics of Dyslexia (Rule 6A-6.053(6), F.A.C.)

Students who have characteristics of dyslexia must be covered by one of the plans described in s. 1008.25(4)(b), F.S.

3a. Describe the district's process for identifying grades K-3 students with characteristics of dyslexia. Tier 3 interventions must be provided to students identified as having characteristics of dyslexia.

The district uses assessment data from the i-Ready diagnostic and DIBELS screener to identify students who display characteristics of dyslexia. Students who score two or more grade levels below on i-Ready and well-below grade level on DIBELS, are given the Dyslexia screening assessment in a one-on-one setting. Based on student data, the literacy coach meets with the students' reading teacher and parents/guardians to provide resources and instruction to support the student.

3b. Describe the district's process for providing additional screening to students with characteristics of dyslexia pursuant to s. 1008.25(9), F.S.

Literacy coaches and assistant principals of special education, schedule one-on-one testing schedules for students meeting the criteria for dyslexia screening. Once students are identified as needing additional testing, teachers contact parents to notify them of the students' data as well as parental rights and choices. Once parents confirm and approve additional testing, the assistant principal over special education prepares dyslexia screening materials by printing resources directly from i-Ready. The administrator assesses the students and scores their assessments in conjunction with i-Ready reading diagnostic results. Depending on the results of the assessment, the administrator follows the appropriate next steps.

Grades K-5 Decision Tree
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.
Beginning of year data
IF student meets the following criteria at the beginning of the school year: Students show proficiency in reading as evidenced on the FAST assessment.
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate or promising levels of evidence. Amplify CKLA (Knowledge and Skills) is the core curriculum used for grades K-2, and McGraw Hill Florida Wonders is used for grades 3 - 5 for a total of 90-minutes of uninterrupted reading instruction that includes explicit, systematic, and differentiated instruction in both whole group and small group instruction. The program is based on the science of reading and is grounded in developing both students' word recognition and language comprehension. In connection with Florida's Formula for Success, Amplify CKLA and Wonders supports instruction in the science of reading by delivering grade level content and reading skills through several activities that teachers use to build word recognition (phonological awareness, decoding, and sight recognition) and language comprehension (vocabulary, background knowledge, language structures, verbal reasoning, and literacy knowledge).
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. The performance criteria is a passing score of 70% or higher on quarterly assessments and 80% on bi-weekly assessments. Also, students scoring a level 3 on FAST/STAR and on-grade level in i-Ready are also considered as meeting grade level expectations.
Explain how the effectiveness of Tier 1 instruction is monitored. The effectiveness of Tier 1 instruction is being monitored through weekly instructional walkthroughs, daily exit tickets, looking at student work meetings, and standards aligned bi-weekly assessments.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? 1. Pre-identified weekly instructional walkthroughs. 2. Weekly academic data meetings that include analyzing the following data: student work, exit tickets, bi-weekly assessments, and quarterly assessments. 3. Bi-weekly reteach action plans based on student performance 4. Ongoing targeted small group instruction that scaffolds grade level content 5. Differentiated activities based on student performance data 6. Reteach whole group lessons for exit tickets and student assessments lower than 60% mastery

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: The performance criteria that prompts the addition of Tier 2 intervention is consistently scoring below 80% on standards-based bi-weekly assessments or scoring one grade level on any i-Ready Diagnostic Assessment.
Beginning of year data
IF student meets the following criteria at the beginning of the school year: Student scores a Level 1 or 2 on the FAST PM3 assessment or scores one or more grade level below on any i-Ready Diagnostic Assessments.

THEN TIER 1 Instruction and TIER 2 Interventions
Supplemental Instruction/Interventions Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. i-Ready for grades K-5 meets the ESSA requirements and encompasses promising evidence to support foundational skills for tier 2 and tier 3 interventions. Tier 2 interventions encompasses foundational reading skills that are systematically and explicitly taught in both whole group and small group settings. The i-Ready reading program supplements reading skills through ancillary resources such as Phonics for Reading for Decoding, and Magnetic Reading for Phonics, Vocabulary, and Comprehension. i-Ready Reading utilizes Phonics for Reading and Magnetic Reading to provide students with systematic oral language instruction through daily practices of reading, listening, and speaking activities. Students practice grade level sight words in both reading and speaking activities. Teachers encourage students to engage in academic discourse to share thinking and responses and listen to peers speak. Students also participate in phone articulation activities and instruction that requires students to segment and isolate sounds and blend sounds daily to build phonemic awareness and oral language development. i-Ready Reading's Magnetic Reading and Phonics for reading provides daily explicit instruction in decoding skills. Phonics for Reading has three levels of instruction aligned to students' Reading Diagnostic assessment. Students begin the program at their instructional level and are guided in small groups to practice decoding skills that ensure students are proficient readers by the end of the program. i-Ready's Magnetic Reading provides students practice with vocabulary and comprehension. Students practice before, during, and after reading fix-up strategies to independently read and comprehend grade level texts.
Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. The district supports students with IEPs and ELL students by utilizing i-Ready Reading and DIBELS to support foundational reading skills dependent upon students' diagnostic and screening results. i-Ready reading includes lessons and passages in students' first language and provide students with multiple strategies to support language development. iReady Reading and DIBELS provides activities that engage students in developing reading, writing, speaking, and listening skills. The recommended resources are student-centered focusing on the strengths and needs of ELLs and are aligned to the WIDA English Language Development standards.
For K-3 students who have a substantial reading deficiency or characteristics of dyslexia, identify the multisensory interventions provided. The district uses assessment data from the i-Ready diagnostic and DIBELS screener to identify students who display characteristics of dyslexia. Students who score two or more grade levels below on i-Ready and well-below grade level on DIBELS, are given the Dyslexia screening assessment in a one-on-one setting.
Number of times per week interventions are provided: Five times per week
Number of minutes per intervention session: 60 minutes per session
Explain how the effectiveness of Tier 2 interventions are monitored. Tier 2 interventions are monitored through the instructional usage and lesson quiz score reports. Students are expected to complete a minimum of 45 minutes per week and pass two lessons with a score of 80% or higher. Standard Mastery quizzes are used as progress monitors based on Florida's ELA B.E.S.T. standards to

measure the effectiveness of previously taught standards and provide intensive reading support of grade level standards and content.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

- Weekly instructional walkthroughs and coaching meetings
- Weekly data meetings with assistant principals and literacy coach
- Ongoing professional development in ELA B.E.S.T. standards
- Ongoing professional development to support instruction for tier 2 students
- Student score a level 1 and 2 at the end of the year on F.A.S.T. PM3 ELA

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:
Students not making academic progress between AP1 and AP2 on i-Ready Diagnostic and DIBELS progress monitoring. Students who score two or more grade levels below and have demonstrated growth in small group instruction based on tier 2 interventions.

Beginning of year data

If student meets the following criteria at the beginning of the school year:
(Student scores a Level 1 on FAST PM3 Assessment, scores two grade levels below on any i-Ready Diagnostic Assessment or scores a composite score of well below on DIBELS assessment.

THEN TIER 1 Instruction, TIER 2 Interventions and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.

i-Ready for grades K-5 meets the ESSA requirements and encompasses promising evidence to support foundational skills for tier 2 and tier 3 interventions. Tier 2 interventions encompasses foundational reading skills that are systematically and explicitly taught in both whole group and small group settings. The i-Ready reading program supplements reading skills through ancillary resources such as Phonics for Reading for Decoding, and Magnetic Reading for Phonics, Vocabulary, and Comprehension.

i-Ready Reading utilizes Phonics for Reading and Magnetic Reading to provide students with systematic oral language instruction through daily practices of reading, listening, and speaking activities. Students practice grade level sight words in both reading and speaking activities. Teachers encourage students to engage in academic discourse to share thoughts and responses and listen to peers speak. Students also participate in phone articulation activities and instruction that requires students to segment and isolate sounds and blend sounds daily to build phonemic awareness.

i-Ready Reading's Magnetic Reading and Phonics for reading provides daily explicit instruction in decoding skills. Phonics for Reading has three levels of instruction aligned to students' Reading Diagnostic assessment. Students began the program at their instructional level and are guided in small group to practice decoding skills that ensure students are proficient readers by the end of the program. i-Ready's Magnetic Reading provides students practice with vocabulary and comprehension. Students practice before, during, and after reading fix-up strategies to independently read and comprehend grade level texts.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable.

The district supports students with IEPs and ELL students by utilizing i-Ready Reading and DIBELS to support foundational reading skills dependent upon students' diagnostic and screening results. i-Ready reading includes lessons and passages in students' first language and provides students with multiple strategies to support language development. iReady Reading and DIBELS provides activities that engage students in developing reading, writing, speaking, and listening skills. The recommended resources are student-centered focusing on the strengths and needs of ELLs and are aligned to the WIDA English Language Development standards.
For K-3 students who have a substantial reading deficiency or characteristics of dyslexia, identify the multisensory interventions provided. The district uses assessment data from the i-Ready diagnostic and DIBELS screener to identify students who display characteristics of dyslexia. Students who score two or more grade levels below on i-Ready and well-below grade level on DIBELS, are given the Dyslexia screening assessment in a one-on-one setting.
Number of times per week interventions are provided: Reading interventions are provided four times per week.
Number of minutes per intervention session: 60 minutes per session.
Explain how the effectiveness of Tier 3 interventions are monitored. Tier 3 interventions are monitored through the instructional usage and lesson quiz score reports. Students are expected to complete a minimum of 45 minutes per week and pass two lessons with a score of 80% or higher. Standard Mastery quizzes are used as progress monitors based on Florida's ELA B.E.S.T. standards to measure the effectiveness of previously taught standards and provide intensive reading support of grade level standards and content.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions? • Weekly instructional walkthroughs and coaching meetings • Weekly data meetings with assistant principals and literacy coach • Ongoing professional development in ELA B.E.S.T. standards • Ongoing professional development to support instruction for tier 2 students • Student score a level 1 and 2 at the end of the year on F.A.S.T. PM3 ELA • Students receive resources from the New Worlds Reading Initiative to support reading at home and outside of school

4. Summer Reading Camps (Rule 6A-6.053(7), F.A.C.)
Requirements of Summer Reading Camps pursuant to s. 1008.25(8), F.S., include:

- Providing instruction to grade 3 students who score Level 1 on the statewide, standardized ELA assessment;
- Implementing evidence-based explicit, systematic and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary and comprehension; and
- Providing instruction by a highly effective teacher endorsed or certified in reading.
    - *Note: Instructional personnel who possess a literacy micro-credential **may not** be assigned to these students.*

4a. Describe the district's plan to meet each requirement for Summer Reading Camps required by s. 1008.25(8), F.S. Include a description of the evidence-based instructional materials that will be utilized,as defined in 20 U.S.C. s. 7801(21)(A)(i).

The district uses i-Ready as the core academic program for Summer Reading Camp to provide targeted whole group and small group instruction at students' grade and instructional level. i-Ready Reading's My Path provides students with individualized instruction based on the diagnostic performance and placement. Teachers provide whole group explicit instruction using Ready instruction books that include Florida's ELA B.E.S.T. standards. In small group instruction, teachers group students by instructional level and provide explicit instruction in targeted skills shared homogeneously by students in each group. Teacher progress monitors students' performance in fluency, vocabulary, and comprehension on a weekly basis.

4b. Districts have the option of providing Summer Reading Camps to students in grades K-5 with a reading deficiency. Will the district implement this option?
Yes/No

Yes, summer reading camps are provided to rising first grade through rising fifth grade students including third grade students who did not meet the criteria for retention who demonstrated a reading deficiency as evidenced by a level 1 on the PM3 ELA fast or score below a 534 scale score on the i-Ready Reading AP3.

Grades 6-8

5. Grades 6-8 Assessments
Indicate in the chart below the assessment(s) used to screen and progress monitor grades 6-8 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades 6-8)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST ELA Reading	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year

Name of the Assessment	Target Audience (Grades 6-8)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
		☒ Vocabulary ☒ Comprehension		☐ Annually ☐ As Needed ☐ Other
i-Ready	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Standards-based Quarterly Assessments	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Standards Mastery Quizzes	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☒ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Standards-based Bi-weekly Assessments	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☒ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
DIBELS	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☐ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
DIBELS	☒ Grade 6 ☒ Grade 7	☐ Oral Language ☐ Phonological	☐ Screening ☒ Progress	☐ Weekly ☒ 2 x Month

Name of the Assessment	Target Audience (Grades 6-8)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
	☒ Grade 8	Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	Monitoring ☐ Diagnostic ☐ Summative	☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

6. Describe the district's process for identifying grades 6-8 students in need of Tier 2/Tier 3 interventions.

The district identifies students with a deficiency in reading following the state's criteria. The district created a criteria to appropriately place students with reading deficiencies in Tier 2 and Tier 3 academic reading interventions. Literacy coaches assist principals with determining the proper placement and support of students who are identified as needing additional academic support. The literacy leadership team uses both previous year's data along with current reading data from PM1 and PM2 to either maintain current reading intervention placement or make necessary adjustments to academic programming.

Grades 6-8 Decision Tree
Beginning of year data
IF student meets the following criteria at the beginning of the school year: All students that score at level 1 – 5 on the F.A.S.T. PM3.
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate or promising levels of evidence. Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence. Amplify ELA is the core curriculum used for grades 6-8 that is designed to build both students' knowledge and skills. Amplify ELA meets the ESSA guidelines by promising long-lasting support for student learning.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. The performance criteria is a score of 70% or higher on the standards-aligned quarterly assessments.
Explain how the effectiveness of Tier 1 instruction is monitored. 1. Pre-identified weekly instructional walkthroughs. 2. Weekly academic data meetings that include analyzing the following data: student work, exit tickets, bi-weekly assessments, and quarterly assessments. 3. Bi-weekly reteach action plans based on student performance 4. Ongoing targeted small group instruction that scaffolds grade level content 5. Differentiated activities based on student performance data 6. Reteach whole group lessons for exit tickets and student assessments lower than 60% mastery
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

The following procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum:
• Formal data collection from weekly instructional classroom observations
• Analyze student work and exit tickets to plan reteach lessons
• Adjust scope and sequence to allocate supplemental instructional tools and resources to support core curriculum
• Provide differentiated instruction to students in core classes in response to ongoing progress monitoring

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:
• A level 1 and 2 on the previous year's F.A.S.T. PM3
• A level 1 on the current year's F.A.S.T. PM1
• No growth or decline on i-Ready reading diagnostic between AP 1 and AP 2

Beginning of year data

IF student meets the following criteria at the beginning of the school year:

Students that score at level 1 – 2 on the F.A.S.T. PM3

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions
Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.

The district uses i-Ready as the Tier 2 intervention program for grades 6-8. i-Ready includes explicit, systematic, and differentiated instruction in both whole group and small group instruction. i-ready is promising in scaffolding grade level instruction for students reading below grade level.

The i-Ready Reading program provides systematic and explicit instructional resources for students in both whole group and small group instruction as well as instructional materials for differentiated instruction.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable.

The district supports both ELL and students with an IEP by utilizing i-Ready and Imagine learning. For ELL students, i-Ready provides instruction in most students' home language with supplemental resources to connect instruction from students' first language to English and provides support in each domain. For SWD, i-Ready differentiates lessons for students and provides a comprehensive diagnostic report to aid in providing students with explicit and systematic instruction to support learning. Along with SWD and ELL students participating in intervention through i-Ready, staff reinforce students' learning through instructional strategies where appropriate and applicable.
Imagine Learning provides students' scaffolded instruction at their instructional level with multi-sensory and multi-tier support.

Number of times per week interventions are provided:

The district uses a block schedule that consists of students receiving intervention two or three times a week for 90 minutes of instruction each day.

Number of minutes per intervention session:

The number of minutes per intervention ranges from 180 – 270 minutes depending on the week for block scheduling and 250 minutes for traditional scheduling.

Explain how the effectiveness of Tier 2 interventions are monitored.

Tier 2 interventions are monitored through the instructional usage and lesson quiz score reports. Students are expected to complete a minimum of 45 minutes per week and pass two lessons with a score of 80% or higher. Standard Mastery quizzes are used as progress monitors based on Florida's ELA B.E.S.T. standards to measure the effectiveness of previously taught standards and provide intensive reading support of grade level standards and content.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

- Weekly instructional walkthroughs and coaching meetings
- Weekly data meetings with assistant principals and literacy coach
- Ongoing professional development in ELA B.E.S.T. standards
- Ongoing professional development to support instruction for tier 2 students
- Student score a level 1 and 2 at the end of the year on F.A.S.T. PM3 ELA

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

- Student scores at F.A.S.T. PM3 ELA level 1 and 2 at the end of the year
- No growth on i-Ready Reading diagnostics, AP1 and AP2
- All students who score 2 or more grade levels below on i-Ready AP1, AP2, and AP3

Beginning of year data

IF student meets the following criteria at the beginning of the school year:
All students that score at level 1 – 2 on the F.A.S.T. PM3 and need remediation with foundational reading skills.

THEN TIER 1 Instruction, TIER 2 Interventions and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.

Students who demonstrate a substantial reading gap or deficiency in reading participate in Tier 3 intervention groups that include explicit, systematic, and differentiated instruction in both whole group and small group instruction. The district uses DIBELS to identify the early literacy skills that are impeding students from making adequate growth and progress on diagnostic assessments.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable.

These subgroups of students utilize the same reading intervention program as general education students. The intervention program includes strategies and scaffolds designed for ELL and SWD students. The intervention program works at the students' instructional and independent levels. The curriculum is personalized to meet the individual needs of all students especially our ELL and SWD subgroups.

Number of times per week interventions are provided:

The district supports Tier 3 students in their 90 minute block schedule two to three times per week.
Number of minutes per intervention session: The number of minutes per intervention ranges from 180 – 270 minutes depending on the week for block scheduling.
Explain how the effectiveness of Tier 3 interventions are monitored. Tier 3 interventions are monitored through weekly progress monitoring assessments based on the intervention type. For students demonstrating significant delays on phonics, students OPM include weekly sight words and decodable assessments. For students experiencing fluency gaps, OPM includes weekly fluency passages. Students also participate in comprehension tasks to determine if reading skills are improving to aid in comprehension.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions? • Weekly instructional walkthroughs and coaching meetings • Weekly data meetings with assistant principals and literacy coach • Ongoing professional development in ELA B.E.S.T. standards • Ongoing professional development to support instruction for tier 2 students • Students score a level 1 and 2 at the end of the year on F.A.S.T. PM3 ELA • Students receive resources from the New Worlds Reading Initiative to support reading at home and outside of school

~~Grades 9-12~~

~~7. Grades 9-12 Assessments~~

~~Indicate in the chart below the assessment(s) used to screen and progress monitor grades 9-12 students. Add additional rows as needed.~~

~~Name of the Assessment~~	~~Target Audience (Grades 9-12)~~	~~What component of reading is being assessed?~~	~~Assessment Type (Each type of assessment should be represented.)~~	~~How often is the data being collected?~~
~~FAST ELA Reading~~	~~☒ Grade 9~~ ~~☒ Grade 10~~ ~~☐ Grade 11~~ ~~☐ Grade 12~~	~~☐ Oral Language~~ ~~☐ Phonological Awareness~~ ~~☐ Phonics~~ ~~☐ Fluency~~ ~~☒ Vocabulary~~ ~~☒ Comprehension~~	~~☒ Screening~~ ~~☒ Progress Monitoring~~ ~~☐ Diagnostic~~ ~~☒ Summative~~	~~☐ Weekly~~ ~~☐ 2 x Month~~ ~~☐ Monthly~~ ~~☐ Quarterly~~ ~~☒ 3 x Year~~ ~~☐ Annually~~ ~~☐ As Needed~~ ~~☐ Other~~
~~Other District Assessment (Enter name of assessment. Then, select all that apply.)~~	~~☐ Grade 9~~ ~~☐ Grade 10~~ ~~☐ Grade 11~~ ~~☐ Grade 12~~	~~☐ Oral Language~~ ~~☐ Phonological Awareness~~ ~~☐ Phonics~~ ~~☐ Fluency~~ ~~☐ Vocabulary~~ ~~☐ Comprehension~~	~~☐ Screening~~ ~~☐ Progress Monitoring~~ ~~☐ Diagnostic~~ ~~☐ Summative~~	~~☐ Weekly~~ ~~☐ 2 x Month~~ ~~☐ Monthly~~ ~~☐ Quarterly~~ ~~☐ 3 x Year~~ ~~☐ Annually~~ ~~☐ As Needed~~ ~~☐ Other~~

8. Describe the district's process for identifying grades 9-12 students in need of Tier 2/Tier 3 interventions.

Grades 9-12 Decision Tree
Beginning of year data
IF student meets the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.)
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate or promising levels of evidence.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.
Explain how the effectiveness of Tier 1 instruction is monitored.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction and/or curriculum provided to students?
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:
Beginning of year data
IF student meets the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.)
THEN TIER 1 Instruction and TIER 2 Interventions
Supplemental Instruction/Interventions Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.
Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable.
Number of times per week interventions are provided:
Number of minutes per intervention session:
Explain how the effectiveness of Tier 2 interventions are monitored.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

~~**Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:**~~
~~**Beginning of year data**~~
~~**IF student meets the following criteria at the beginning of the school year:**~~ ~~Enter assessment criteria that will be used.)~~
~~**THEN TIER 1 Instruction, TIER 2 Interventions and TIER 3 Intensive Interventions**~~
~~**Intensive, Individualized Instruction/Interventions**~~ ~~**Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.**~~
~~**Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable.**~~
~~**Number of times per week interventions are provided:**~~
~~**Number of minutes per intervention session:**~~
~~**Explain how the effectiveness of Tier 3 interventions are monitored.**~~
~~**What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?**~~

5) Professional Learning (Rule 6A-6.053(8)(b)3.f.-j., F.A.C.)

Describe the literacy professional learning that will be provided by the district and/or schools, aligned to the requirements below:

- Provide professional learning required by ss. 1012.585(3)(f) and 1012.98(5)(b)11., F.S., which includes training to help teachers integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary and text comprehension strategies into an explicit, systematic and sequential approach to reading instruction, including multisensory intervention strategies;
- Provide professional learning in B.E.S.T. ELA Standards and evidence-based reading practices and programs;
- Provide professional learning to help instructional personnel and certified PreK teachers funded in the FEFP earn a certification, a credential, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction;
- Differentiate and intensify professional learning for teachers based on progress monitoring data;
- Identify mentor teachers and establish model classrooms within the school; and
- Ensure that time is provided for teachers to meet weekly for professional learning.

Explicit, systematic, and sequential instruction is covered for all reading components: Oral Language, Phonological Awareness, Phonics, Fluency, Vocabulary, and Comprehension in the following courses: • Reading Competency 1 - Foundations of Reading Instruction

• Reading Competency 2 – Applications of Research-based Instructional Practices
• Reading Competency 3 – Foundations of Assessment
• Reading Competency 4 – Foundations and Applications of Differentiated Instruction
• Reading Competency 5 – Demonstration of Accomplishment

Professional development opportunities in these competencies are provided through the collaboration between the district, collegiate partners, and Just Read! Florida via Reading Endorsement Pathways: UF Flamingo Literacy Matrix and FSU/FCRR Reading Foundations and Evidence-Based Instructional Practices Strategies. These professional development opportunities ensure that instruction through multisensory activities is embedded in all reading development courses. Additionally, teaching Reading to Students with Dyslexia through Multisensory Strategies is offered to all teachers virtually and through online platforms.

The district also participates in professional development training for teachers in grades K-2 provided by Lexia®. The Language Essentials for Teachers of Reading and Spelling (LETRS) training develops teachers in the foundations of literacy and language development. The program entails a systematic, explicit, hands-on and job-embedded PD sequence on the science of reading: phonological awareness, phonics, fluency, vocabulary, comprehension, and written language. Teachers complete the program in two years and receive a certificate with no expiry date.

6) Tutoring Programs to Accelerate Literacy Learning (Rule 6A-6.053(9)(b), F.A.C.)

Describe any tutoring programs available within your district and include targeted grade levels (e.g., RAISE High School Tutoring).

The district allocates funds to schools through various entitlement grants such as Title I and Title II, to provide extended learning opportunities to students before-school, after-school and Saturday. Targeted grade levels includes grades 2 and 3 as priorities along with targeted subgroups of students including, but not limited to ESL and SWD. Students who do not show adequate progress between PM1 and PM2 on FAST and STAR and AP1 to AP2 on i-Ready are recruited to participate in extended learning opportunities.

7) Family Engagement (Rule 6A-6.053(8)(b)3.o., F.A.C.)

In accordance with the list outlined in s. 1008.25(5)(d), F.S., describe the district's plan for notifying parents of students identified with a substantial reading deficiency. Include literacy partnerships or programs the district utilizes to increase support for families to engage in literacy activities and reading at home (e.g., New Worlds Reading Initiative).

The district notifies families after each assessment period via students' data reports as well as quarterly report card conferences where families must attend in person to discuss students' progress. At report card conferences families meet with teachers and discuss students' academic performance in conjunction with state assessments and progress monitors. Families are notified of students' on-track/off-track academic status and are provided instructional and academic resources and support such as New World Reading Initiative, extended learning opportunities, and i-Ready at home usage to increase student performance. Literacy Coaches and instructional assistant principals provide direct training and resources on Florida's B.E.S.T standards using the district's adopted curriculum for Reading and interventions.

The district also provides quarterly Town Hall meetings and parent support academy facilitated by school liaisons and the Director of Community engagement. At these events, parents receive information regarding current community partnerships and available wrap-around services. The Director of Student Experience

provides families with socio-emotional support and resources to ensure that students are supported to thrive academically and socially in and outside of school. Parents receive on-going communication via weekly progress reports, report cards and district newsletters.

8) Assurances (Rule 6A-6.053(8)(b)2., F.A.C.)

District Comprehensive Evidence-Based Reading Plan (CERP) Assurances: Initial next to each assurance (a.—i.). The [Local Educational Agency Chief Executive Officer, or his/her authorized representative] assures the following:

Initials	Assurance
MK	a. All reading instruction and professional learning is grounded in the science of reading; uses instructional strategies that includes phonics instruction for decoding and encoding as the primary strategy for word reading; and does not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading.
MK	b. All students identified with a substantial reading deficiency are covered by an individualized progress monitoring plan that meets the requirements of s. 1008.25(4)(c), F.S., to address their specific reading deficiency, unless they have an IEP or 504 plan that addresses their reading deficiency, or both in accordance with Rule 6A-6.053(5)(c), F.A.C.
MK	c. All intensive reading interventions provided in Summer Reading Camps to students in grade 3 who score a Level 1 on the statewide, standardized ELA assessment are delivered by instructional personnel who are certified or endorsed in reading and rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S. All other intensive reading interventions are delivered by instructional personnel who are certified or endorsed in reading, or by instructional personnel who possess the elementary or secondary literacy micro-credential and who are supervised by an individual certified or endorsed in reading.
MK	d. Each school has a Literacy Leadership Team consisting of a school administrator, literacy coach, media specialist and a lead teacher, as applicable.
MK	e. All literacy coaches in the district meet the minimum qualifications described in Rule 6A-6.053(4), F.A.C.
MK	f. Literacy coaches are prohibited from performing administrative functions that will detract from their role as a literacy coach and spend limited time administering or coordinating assessments.
MK	g. Literacy coaches are assigned to schools with the greatest need based on student performance data in reading.
MK	h. Time is provided for teachers to meet weekly for professional learning, including lesson study and professional learning communities.
MK	i. The CERP will be shared with stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff and parents.

Local Educational Agency Chief Executive Officer or Authorized Representative (Printed Name):	
Signature:	Date:

ATTACHMENT F



KIPP:MIAMI

Multi-Tiered Systems of Support

Implementation Guide

2026-2027

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Section I: Introduction to Multi-Tiered System of Supports (MTSS)

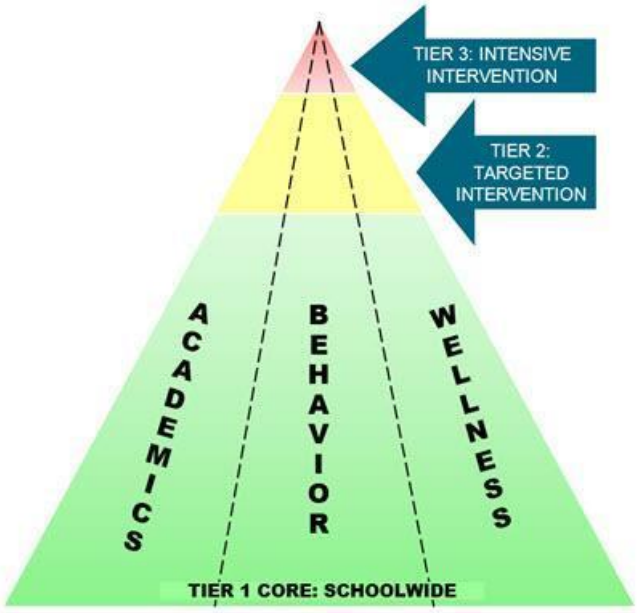
Overview

A Multi-Tiered System of Supports (MTSS) is an evidence-based framework that uses a data-based problem-solving process to integrate academic and behavioral instruction and intervention across multiple

tiers of support. The purpose of MTSS is to ensure that all students receive instruction and interventions matched to their individual needs in order to accelerate performance and achieve or exceed proficiency.

MTSS represents a comprehensive system of support designed to improve outcomes for every student. Instruction and interventions are delivered along a continuum of increasing intensity, ensuring that resources are aligned to student need and that support is provided in a timely and responsive manner. This framework allows schools to systematically address both academic and behavioral needs through structured, data-driven decision-making.

At KIPP Miami Charter Schools, the MTSS framework reflects our commitment to All Means All (AMA). This commitment ensures that every student—regardless of starting point, ability, or background—receives access to high-quality instruction, targeted intervention, and the academic, behavioral, and social-emotional support necessary to thrive.



Purpose of This Manual

This manual is designed to guide KIPP Miami Charter Schools in the implementation of a cohesive and effective MTSS framework. It establishes a common understanding of expectations, structures, and processes to ensure consistency across schools while allowing for responsiveness to individual student needs.

Specifically, this manual provides guidance on:

- Foundational principles and expectations for MTSS implementation
- A standardized problem-solving process to guide decision-making
- Clear definitions of Tier 1, Tier 2, and Tier 3 supports

- Data use, progress monitoring, and intervention planning
- Fidelity of implementation across all tiers
- Roles and responsibilities of school-based personnel
- Structures for family communication and collaboration

The intent of this manual is to ensure that MTSS is implemented with integrity and consistency across KIPP Miami Charter Schools, resulting in improved outcomes for all students.

MTSS Framework at KIPP Miami

The MTSS framework at KIPP Miami is grounded in a set of core principles that guide both instructional practice and decision-making. These principles ensure that the system remains focused on equity, responsiveness, and continuous improvement.

At KIPP Miami, MTSS implementation is guided by the following:

- **All Means All:** Every student will receive the level of support necessary to succeed.
- **Data-Based Decision Making:** Instructional and intervention decisions are driven by multiple data sources.
- **Early Identification and Intervention:** Student needs are identified as early as possible to prevent widening gaps.
- **Layered Supports:** Interventions are provided in addition to, not in place of, core instruction.
- **Fidelity of Implementation:** Instruction and interventions must be delivered as designed to ensure effectiveness.
- **Continuous Progress Monitoring:** Student response to instruction and intervention is monitored regularly to inform next steps.
- **Collaboration:** Effective MTSS implementation requires collaboration among educators, specialists, and families.

These principles ensure that MTSS is not implemented as a discrete initiative, but as the foundation for how instruction and support are delivered across the organization.

What MTSS Is and Is Not

A clear and consistent understanding of MTSS is essential for effective implementation. The following distinctions help clarify the purpose and function of the framework:

MTSS IS	MTSS IS NOT
A proactive, data-driven framework for supporting all students	A pathway to special education
A system for delivering instruction at varying levels of intensity	A process only for struggling students

A structure for identifying and responding to student needs early	A one-time intervention or event
A continuous cycle of problem-solving and progress monitoring	A compliance-only initiative

Integration of Academic and Behavioral Supports

MTSS at KIPP Miami integrates both academic (RtI:A) and behavioral (RtI:B) systems of support. Academic and behavioral success are interconnected, and student performance must be addressed holistically to ensure meaningful and sustained growth.

Within this framework, academic supports focus on skill acquisition, content mastery, and closing achievement gaps, while behavioral supports focus on teaching, reinforcing, and sustaining appropriate behaviors through systems such as Positive Behavioral Interventions and Supports (PBIS). Both academic and behavioral data are used in the problem-solving process to ensure that interventions are aligned to the full range of student needs.

Multi-Tiered System of Supports (MTSS) Tiers

The MTSS framework is organized into three tiers of support, each representing a different level of instructional intensity.

Tier 1: Core Instruction (Universal)
Tier 1 consists of high-quality, standards-aligned instruction provided to all students. Instruction is differentiated to meet the diverse needs of learners within the general education setting. Effective Tier 1 instruction is designed to meet the needs of approximately 80% of students.

Tier 2: Targeted Intervention (Supplemental)
Tier 2 provides additional instruction and intervention for students who are not meeting grade-level expectations in Tier 1. These supports are delivered in small group settings and focus on specific skill deficits. Tier 2 interventions are provided in addition to Tier 1 instruction and are monitored regularly to determine effectiveness.

Tier 3: Intensive Intervention (Individualized)
Tier 3 provides the most intensive level of support for students with significant academic and/or behavioral needs. Instruction is highly targeted and individualized, with increased time, frequency, and intensity. Tier 3 supports require ongoing data analysis and may inform consideration for further evaluation when appropriate.

Commitment to Equity and Access

KIPP Miami Charter Schools are committed to ensuring that all students have equitable access to high-quality instruction and support. The MTSS framework supports this commitment by ensuring that instructional decisions are based on data rather than assumptions, and that interventions are provided in a timely and responsive manner.

This includes:

- Providing targeted support based on student need
- Monitoring progress and adjusting supports accordingly
- Eliminating barriers that prevent access to grade-level content
- Ensuring consistency in how students are identified and supported

Summary

The MTSS framework at KIPP Miami Charter Schools is designed to ensure that every student receives the instruction and support necessary to succeed. Through a structured, data-driven, and collaborative approach, schools are able to identify and respond to student needs effectively and consistently.

MTSS is not a separate initiative; it is the foundation of how KIPP Miami delivers instruction, supports students, and fulfills its commitment to **All Means All**.

Section II: Components of the Problem-Solving Process

Overview of the Problem-Solving Model

The Multi-Tiered System of Supports (MTSS) at KIPP Miami Charter Schools is grounded in a structured, data-based problem-solving process used to guide instructional and intervention decisions across all tiers. This process ensures that decisions are not based on assumptions or isolated data points, but instead reflect a comprehensive understanding of student need.

At its core, the problem-solving process provides a systematic approach for identifying performance gaps, analyzing root causes, designing targeted interventions, and monitoring student response over time. This model is applied consistently across multiple levels of the system, including school-wide practices, grade-level planning, classroom instruction, and individual student support.

By using a consistent problem-solving framework, KIPP Miami ensures that all instructional decisions are aligned, data-driven, and responsive to the specific needs of students.

The Four-Step Problem-Solving Process

Step 1: Define the Problem

The first step in the problem-solving process is to clearly define the discrepancy between expected and actual student performance. This requires identifying both the performance standard and the student's current level of performance in measurable terms.

A well-defined problem ensures that teams are focused on the correct area of need and prevents misalignment between the identified issue and the intervention selected.

Key questions that guide this step include:

- What is the expected level of performance?
- What is the current level of performance?
- What is the gap between expected and actual performance?
- Is the problem occurring at the individual, group, or system level?

To answer these questions, teams must rely on objective data sources, including:

- Universal screening assessments (FAST, i-Ready)
- Classroom assessments
- Progress monitoring data
- Behavioral data (attendance, referrals, conduct grades)

Step 2: Analyze the Problem

Once the problem has been clearly defined, the next step is to determine why the problem is occurring. This step requires a deeper level of analysis to identify the root cause of the performance gap.

At KIPP Miami, problem analysis is guided by the **ICEL Framework**, which ensures that teams consider all possible contributing factors before attributing the issue to the student alone.

ICEL Framework

Domain	Guiding Focus	Key Questions
Instruction	How instruction is delivered	Is instruction explicit, systematic, and aligned to standards?
Curriculum	What is being taught	Is the curriculum appropriate and aligned to grade-level expectations?
Environment	Where learning occurs	Are classroom routines, expectations, and conditions supporting learning?
Learner	Student-specific factors	Does the student have the prerequisite skills needed?

Teams must systematically analyze each ICEL domain to ensure that instructional and environmental variables are considered before concluding that the issue is learner-based.

RIOT Matrix for Data Collection

To support a comprehensive analysis, teams use the **RIOT Matrix** to gather data from multiple perspectives. This ensures that conclusions are based on a variety of data sources rather than a single method.

Method	Description
Review	Analyze existing data (assessments, grades, work samples)
Interview	Gather input from teachers, students, and families
Observe	Observe instruction and student behavior in context
Test	Conduct additional assessments if needed

Using both the ICEL framework and the RIOT matrix ensures that problem analysis is thorough, accurate, and aligned to the student's actual needs.

Step 3: Develop and Implement a Plan

After identifying the root cause, the team develops a targeted plan designed to address the identified need. This plan must be intentional, structured, and aligned directly to the problem identified in Step 2.

An effective intervention plan includes:

- Clearly defined goals aligned to the identified need
- Evidence-based instructional strategies or interventions
- Defined frequency, duration, and group size
- Identification of the staff member responsible for implementation
- A clear progress monitoring plan

In developing the plan, teams should consider:

- What intervention will address the identified need?
- How often will the intervention occur?
- Who will provide the intervention?
- Where will the intervention take place?
- How will progress be measured?

All interventions must be implemented:

- In alignment with the identified root cause
- With fidelity to the intended design
- In addition to Tier 1 instruction

Step 4: Evaluate Effectiveness

The final step in the process is to evaluate whether the intervention is producing the desired outcome. This step relies on ongoing progress monitoring data to determine whether the student is making sufficient progress.

Evaluation focuses on:

- The student's rate of improvement over time
- Whether the performance gap is closing
- Whether the current intervention is effective

Key questions include:

- Is the student making progress toward the goal?
- Is the rate of progress sufficient to meet expectations?
- Should the intervention be continued, modified, or intensified?

This step is continuous and ensures that instruction remains responsive to student needs.

Decision Rules for Response to Intervention

To ensure consistency across schools and teams, KIPP Miami Charter Schools apply standardized decision rules when evaluating student response to intervention.

Response Type	Description	Action Steps
Positive Response	Student is progressing at a rate that will close the gap	Continue intervention; consider gradual fading of support
Questionable Response	Student is making some progress but not at an adequate rate	Increase intensity (time, frequency, focus); monitor more frequently
Poor Response	Student shows minimal or no progress	Reconvene team; significantly modify or redesign intervention; consider Tier 3

These decision rules ensure that instructional decisions are consistent, equitable, and based on clearly defined expectations.

Data Sources for Problem-Solving

Effective problem-solving requires the use of multiple data sources to ensure that decisions are comprehensive and accurate.

Academic Data

- FAST assessments (PM1, PM2, PM3)
- i-Ready Diagnostic and Growth Monitoring
- Classroom formative and summative assessments
- Student work samples

Behavioral Data

- Attendance records
- Office discipline referrals
- Conduct grades
- Early warning indicators

Intervention Data

- Progress monitoring data
- Intervention attendance logs
- Fidelity of implementation data

The use of multiple data sources ensures that decisions are not based on a single measure and reflect a complete picture of student performance.

Establishing Data-Based Decision-Making Rules

School-based teams must establish consistent decision-making rules to guide movement between tiers and adjustments to interventions. These rules ensure that all students are supported equitably and that decisions are transparent and consistent across classrooms and schools.

These rules should clearly define:

- Criteria for entering Tier 2 and Tier 3
- Expected rates of progress
- Frequency of progress monitoring
- Conditions for modifying or intensifying interventions
- Criteria for exiting interventions

Fidelity of Implementation

The effectiveness of the MTSS process depends on fidelity of implementation. Fidelity ensures that both the problem-solving process and the interventions themselves are executed as intended.

Fidelity includes:

- Fidelity of the problem-solving process
- Fidelity of instruction and intervention delivery

To ensure fidelity, teams must verify that:

- Interventions are delivered as designed
- Instructional time is protected
- Data is collected consistently and accurately

If a student is not responding to intervention, fidelity must be reviewed before any changes are made to the plan.

Summary

The problem-solving process is the foundation of MTSS at KIPP Miami Charter Schools. It ensures that all instructional and intervention decisions are:

- Data-driven
- Systematic
- Responsive to student needs
- Implemented with fidelity

By consistently applying this process, schools are able to accurately identify student needs, implement effective interventions, and improve academic and behavioral outcomes.

Section III: Defining the Tiers of Instruction

Overview

The Multi-Tiered System of Supports (MTSS) at KIPP Miami Charter Schools is designed to provide instruction and intervention at varying levels of intensity based on student need. This system ensures that all students receive high-quality core instruction, while additional supports are layered in response to identified gaps in academic or behavioral performance.

Instruction is organized across three tiers—Tier 1, Tier 2, and Tier 3—which differ in terms of intensity, time, and level of individualization. Movement between tiers is fluid and based on student response to instruction and intervention, as determined through ongoing progress monitoring and the problem-solving process.

The goal of this tiered system is to ensure that every student receives the level of support necessary to meet grade-level expectations and demonstrate meaningful growth.

Tier 1: Core Instruction (Universal)

Tier 1 represents the foundation of instruction and is provided to all students. It consists of high-quality, standards-aligned instruction delivered within the general education setting. Instruction at this level must be designed to meet the needs of a diverse student population through differentiation, flexible grouping, and the use of evidence-based instructional practices.

Effective Tier 1 instruction includes:

- Explicit and systematic teaching aligned to grade-level standards
- Differentiated instruction based on student data
- Opportunities for guided and independent practice
- Ongoing formative assessment to inform instruction

Tier 1 instruction is expected to meet the needs of approximately **80% of students**. When this benchmark is not met, schools must focus on strengthening Tier 1 instruction before increasing Tier 2 placements.

Tier 2: Targeted Intervention (Supplemental)

Tier 2 provides supplemental instruction for students who are not meeting grade-level expectations through Tier 1 alone. These interventions are designed to address specific skill deficits and are delivered in small group settings.

Tier 2 instruction is provided **in addition to Tier 1** and is aligned to the content and expectations of core instruction. The purpose of Tier 2 is to accelerate student learning and close identified gaps.

Key characteristics of Tier 2 include:

- Small group instruction, typically consisting of **3–6 students**
- Targeted focus on specific academic or behavioral skills
- Additional instructional time beyond Tier 1
- Use of evidence-based intervention strategies

Students receiving Tier 2 support are progress monitored regularly to determine whether the intervention is effective and whether adjustments are needed.

Tier 3: Intensive Intervention (Individualized)

Tier 3 provides the most intensive level of support for students with significant academic and/or behavioral needs. Instruction at this level is highly individualized and designed to address persistent skill deficits.

Tier 3 interventions are implemented when students demonstrate insufficient progress in Tier 2 or when data indicates a need for immediate intensive support.

Key characteristics of Tier 3 include:

- Instruction delivered in very small groups (1–3 students) or individually
- Increased instructional time and frequency
- Highly targeted and explicit instruction aligned to diagnostic data
- Frequent progress monitoring to guide instructional adjustments

Tier 3 may also inform consideration for further evaluation when appropriate, particularly when students demonstrate limited response to intervention despite documented fidelity.

Differentiation Across Tiers

The primary distinction between Tier 1, Tier 2, and Tier 3 is the intensity of instruction and intervention. Intensity is defined by the amount of instructional time, the specificity of the skill focus, and the level of support provided.

Component	Tier 1	Tier 2	Tier 3
Students	All students	Some students	Few students
Group Size	Whole group / flexible groups	Small group (3–6)	Very small group (1–3) or individual
Instructional Time	Core instructional block	Additional time beyond Tier 1	Significant additional time
Focus	Grade-level standards	Targeted skill deficits	Intensive, individualized needs
Intensity	Universal	Increased	High

As students move across tiers, instruction becomes more focused, more frequent, and more individualized.

Instructional Expectations Across Tiers

Across all tiers, instruction must:

- Be aligned to grade-level standards
- Be informed by student data
- Be implemented with fidelity
- Include ongoing progress monitoring

Interventions must:

- Be directly aligned to identified student needs
- Be implemented consistently across settings
- Be adjusted based on student response

The effectiveness of each tier depends on the integrity of implementation and the alignment between instruction and student need.

Commitment to Equity and Access

KIPP Miami Charter Schools are committed to ensuring that all students have equitable access to high-quality instruction and intervention. The MTSS framework supports this commitment by ensuring that students are identified early, provided with appropriate supports, and monitored consistently.

This includes:

- Using data to drive instructional decisions
- Providing timely and targeted interventions
- Ensuring consistency across classrooms and schools
- Eliminating barriers to accessing grade-level content

Summary

The tiered system of instruction within MTSS ensures that all students receive the level of support necessary to succeed. By providing high-quality Tier 1 instruction and layering targeted and intensive supports as needed, KIPP Miami Charter Schools are able to respond effectively to student needs.

This structure ensures that instructional decisions are consistent, data-driven, and aligned to student outcomes, reinforcing KIPP Miami's commitment to **All Means All**.

Section IV: MTSS Flowchart and School-Based Problem-Solving Process

Overview

The MTSS process at KIPP Miami Charter Schools is a structured, data-driven cycle used to identify student needs, implement interventions, monitor progress, and adjust supports. This process operates continuously throughout the school year and is aligned to established assessment windows and reporting cycles to ensure consistency across schools.

The MTSS framework integrates data collection, intervention implementation, progress monitoring, and team-based decision-making into a cohesive system. Through this structure, schools are able to respond to student needs in a timely and systematic manner. Implementation of this process occurs through Grade Level MTSS Meetings and Student Support Team (SST) meetings, supported by clearly defined roles, expectations, and accountability systems.

MTSS Cycle

The MTSS process follows a consistent and repeating cycle designed to ensure that instructional decisions are grounded in data and aligned to student need. This cycle includes:

- Data collection through universal screening, classroom performance, and behavioral indicators
- Data analysis conducted during Grade Level MTSS Meetings
- Intervention planning and implementation aligned to identified skill deficits
- Ongoing progress monitoring
- Review and decision-making during SST meetings

This cycle is repeated throughout the school year and is aligned to key data points, including:

- Beginning of Year (BOY)
- End of Quarter 1
- Middle of Year (MOY)
- End of Year (EOY)

Each cycle represents a complete round of intervention and serves as a structured opportunity to evaluate student progress and determine next steps.

Beginning of Year: Data Collection, Placement, and Family Notification

At the start of the school year, schools establish the foundation for MTSS implementation by collecting and analyzing baseline data and identifying students in need of support.

Universal screening assessments, including FAST and i-Ready, are administered to all students. These results, along with prior year performance data, are used to identify students who require Tier 2 or Tier 3 interventions. Intervention groups are then established, and supports begin immediately.

Tier 2 Parent Notification

For all students identified for Tier 2 intervention, parents/guardians must be notified in writing. The Tier 2 Intervention Notification Letter must clearly communicate:

- The student's identified area(s) of need
- A description of the intervention being provided
- The frequency and duration of the intervention
- The method of progress monitoring

This early communication ensures that families are informed and able to support their child's learning from the beginning of the intervention cycle.

Immediate Tier 3 Placement

Certain students require immediate placement in Tier 3 at the beginning of the school year. This includes:

- Retained students
- Students with significant deficiencies based on prior year data

These students do not require a Tier 2 trial and must begin intensive intervention immediately. They are prioritized for frequent progress monitoring and ongoing review through the MTSS process.

Tier 2 Implementation and Monitoring

Tier 2 interventions begin immediately following identification and are designed to provide targeted support for students not meeting Tier 1 expectations. These interventions are delivered in small group settings and focus on specific skill deficits aligned to student data.

Tier 2 instruction is provided in addition to Tier 1 and is monitored consistently to ensure effectiveness. Progress monitoring occurs at least monthly and includes multiple data sources such as i-Ready, FAST, and classroom assessments. This data is used to determine whether students are responding appropriately to intervention.

Grade Level MTSS Meetings

Grade Level MTSS Meetings serve as the primary problem-solving structure for Tier 1 and Tier 2 instruction. These meetings provide a structured opportunity for teams to review data, evaluate intervention effectiveness, and make instructional adjustments.

During these meetings, teams analyze student performance and determine whether current supports are sufficient. The focus is on ensuring that instruction is aligned to student need and that interventions are implemented with fidelity.

Decision-Making at Grade Level MTSS Meetings

At each meeting, teams consider:

- Whether the student is responding to intervention
- Whether the intervention is being implemented with fidelity
- Whether instructional adjustments are necessary

Based on this analysis, teams determine whether the student should:

- Continue in Tier 2
- Receive an adjusted intervention
- Be referred to the SST for Tier 3 consideration

Meeting Cadence

Grade Level MTSS Meetings occur **four times per year**, aligned to major data cycles:

- Beginning of Year (BOY)
- End of Quarter 1
- Middle of Year (MOY)
- End of Year (EOY)

Each meeting coincides with the completion of an intervention cycle and serves as a formal decision point for determining next steps.

Student Support Team (SST) Meetings

SST meetings are conducted for students requiring more intensive intervention and individualized planning. These meetings are led by the **Program Specialist** and include key members of the instructional and student support teams.

Participants typically include:

- Grade Level Chair
- Assistant Principals of Instruction and/or Culture
- Teachers and interventionists
- Student support personnel

The purpose of SST meetings is to review comprehensive student data, verify the fidelity of prior interventions, and develop or revise Tier 3 intervention plans. These meetings also serve as the decision point for determining whether additional supports or evaluation should be considered.

Tier 3 Intervention and IPMP

Students who demonstrate insufficient progress at Tier 2 are considered for Tier 3 intervention. Tier 3 provides intensive, individualized support focused on the most critical skill deficits.

Tier 3 interventions are:

- Delivered in very small groups or individually
- Implemented with increased time and intensity
- Monitored weekly or more frequently

Individualized Progress Monitoring Plan (IPMP)

For students identified with a substantial deficiency in reading (K–3) and/or mathematics (K–4), an Individualized Progress Monitoring Plan (IPMP) must be developed in accordance with Florida Statute 1008.25.

The IPMP must include:

- Specific skill deficits
- Measurable goals and benchmarks
- Description of interventions
- Progress monitoring schedule
- Strategies for family support

The IPMP must be developed within 45 days of assessment data availability, and interventions aligned to the plan must begin immediately.

Family Communication

Parents must be notified at the time a student is identified for Tier 3 support. Schools must provide:

- Written notification of the deficiency
- A description of the intervention plan
- Resources for supporting learning at home

Parents must also receive progress updates at least monthly, including any changes to intervention or support.

Fidelity Monitoring

The effectiveness of the MTSS process depends on fidelity of implementation. All interventions must be delivered as designed to ensure accurate evaluation of student response.

Fidelity checks include:

- Adherence to intervention design
- Appropriate group size and instructional time
- Consistent delivery of instruction

- Accurate and consistent data collection

If a student is not making progress, fidelity must be verified before any changes are made to the intervention.

Accountability Systems

KIPP Miami Charter Schools use structured systems to monitor the implementation of MTSS and ensure consistency across schools.

Academic Accountability

- i-Ready Diagnostics (BOY, MOY, EOY)
- FAST/STAR assessments
- Classroom performance data

Behavioral Accountability

- Behavior intervention documentation
- Progress monitoring logs
- Behavior tracking systems

MTSS Process Accountability

- Intervention tracking tools
- SST documentation
- Case review processes

The Program Specialist and school leadership are responsible for ensuring that all systems are implemented with fidelity and in alignment with expectations.

Consideration for Evaluation

A student may be considered for evaluation when:

- There is a persistent lack of response to Tier 3 intervention
- Interventions have been implemented with fidelity
- Multiple data sources indicate significant need

This decision must be made by the SST and documented appropriately.

Summary

The MTSS process at KIPP Miami Charter Schools provides a structured and consistent approach to identifying student needs, implementing interventions, and monitoring progress. Through clearly defined cycles, roles, and decision-making structures, schools are able to respond effectively to student needs.

Grade Level MTSS Meetings occur four times annually and serve as the primary structure for reviewing data and determining movement between tiers. This system ensures that decisions are intentional, data-driven, and aligned to student outcomes.

This process reinforces KIPP Miami's commitment to **All Means All**, ensuring that every student receives the support necessary to succeed.

Section V: Academic Progress Monitoring Across All Tiers

Purpose of Progress Monitoring

Progress monitoring is a central component of the MTSS framework at KIPP Miami Charter Schools and serves as the primary mechanism for evaluating student learning over time. It provides educators with ongoing insight into whether students are responding to instruction and intervention, and whether the supports in place are sufficient to close identified performance gaps.

At KIPP Miami, progress monitoring is not a separate or isolated activity. Instead, it is embedded within daily instruction and aligned to structured MTSS cycles. Data collected through this process allows educators to make informed, timely decisions about instruction, intervention, and student movement between tiers.

Progress monitoring ensures that instructional decisions are:

- Data-driven
- Timely and responsive
- Aligned to student need

Statutory Alignment

In accordance with **Florida Statute 1008.25**, schools are required to systematically monitor student progress toward grade-level expectations and provide targeted intervention when students demonstrate deficiencies.

This includes:

- Identifying students with substantial deficiencies in reading and mathematics
- Providing appropriate Tier 2 and Tier 3 interventions
- Developing and implementing an Individualized Progress Monitoring Plan (IPMP) for qualifying students
- Communicating progress and intervention efforts to families

Within the MTSS framework, progress monitoring serves as the primary method for meeting these statutory expectations.

Key Features of Effective Progress Monitoring

Effective progress monitoring at KIPP Miami Charter Schools is characterized by consistency, alignment, and intentional use of data.

At all tiers, progress monitoring must:

- Occur at a frequency aligned to the intensity of support
- Use multiple, reliable data sources
- Be aligned to the student's identified skill deficits
- Be analyzed regularly through structured team processes
- Inform clear instructional decisions based on student response

Data is not collected for compliance purposes alone—it is used to actively guide instruction and improve student outcomes.

Progress Monitoring Across Tiers

Progress monitoring varies in frequency and intensity depending on the level of support a student receives. As intervention becomes more intensive, the frequency of monitoring increases to allow for more immediate instructional adjustments.

Tier	Frequency	Purpose
Tier 1	3x per year	Evaluate core instruction and identify students below benchmark
Tier 2	At least biweekly to monthly	Monitor effectiveness of targeted interventions
Tier 3	Weekly or more	Track individualized progress and adjust intervention rapidly

Tier 1 Progress Monitoring (Universal Screening)

At Tier 1, progress monitoring focuses on evaluating the effectiveness of core instruction and identifying students who may require additional support.

Universal screening assessments are administered three times per year:

- Beginning of Year (BOY)
- Middle of Year (MOY)
- End of Year (EOY)

These assessments, along with classroom-based data, provide a comprehensive view of student performance.

Data sources include:

- FAST assessments (PM1, PM2, PM3)
- i-Ready Diagnostic assessments
- Classroom formative and summative assessments

This data is used to:

- Determine whether Tier 1 instruction is effective
- Identify students below benchmark
- Inform differentiation and grouping within the classroom

Tier 2 Progress Monitoring (Ongoing Monitoring)

At Tier 2, progress monitoring focuses on determining whether targeted interventions are effective in closing identified skill gaps.

Monitoring occurs at least monthly and may be more frequent based on student need. Data collected at this level must be aligned to the specific skill deficits being addressed.

Common data sources include:

- i-Ready Growth Monitoring
- Intervention program assessments
- Classroom-based assessments

This data is used to:

- Evaluate student response to intervention
- Adjust instructional strategies and groupings
- Inform decisions during **Grade Level MTSS Meetings**

Parent Communication (Tier 2)

Families must be informed when students are receiving Tier 2 interventions and should receive ongoing updates regarding progress.

Communication should include:

- Student progress toward intervention goals
- Any changes to intervention strategies
- Guidance for supporting learning at home

This communication may occur through:

- Report Card Conferences (RCC)
- Progress reports
- Direct teacher outreach

Tier 3 Progress Monitoring (Intensive Monitoring)

At Tier 3, progress monitoring becomes more frequent and targeted to support individualized intervention planning.

Monitoring occurs weekly or more frequently and focuses on tracking student progress toward specific goals identified through diagnostic data.

Data sources may include:

- Intervention-specific assessments
- i-Ready Growth Monitoring
- Diagnostic assessments
- Behavioral tracking tools (when applicable)

This data is used to:

- Monitor progress toward individualized goals
- Inform decisions during SST meetings

- Adjust or intensify interventions as needed

IPMP and Progress Monitoring (Statutory Requirement)

For students identified with a substantial deficiency in reading (K–3) and/or mathematics (K–4), progress monitoring must align to the requirements of the **Individualized Progress Monitoring Plan (IPMP)**, as outlined in Florida Statute 1008.25.

This includes:

- Monitoring progress toward clearly defined, measurable goals
- Using data to determine whether the student is on track to close the gap
- Adjusting interventions based on student response

Parent Notification (Tier 3 / IPMP)

In alignment with Florida Statute 1008.25, parents must be:

- Notified immediately in writing when a substantial deficiency is identified
- Provided with:
    - A description of the deficiency
    - The interventions being implemented
    - The student's IPMP

Additionally, parents must receive:

- Progress updates at least monthly
- Information on student growth and any changes to intervention

Data Analysis and Instructional Decision-Making

Progress monitoring data is used at all levels of the MTSS framework to guide instructional decisions.

At the classroom level, teachers use data to adjust instruction and respond to student needs in real time. At the grade level, teams analyze data to determine the effectiveness of Tier 1 and Tier 2 supports. At the SST level, data is used to evaluate intervention effectiveness, monitor fidelity, and determine next steps.

This ensures that all decisions regarding student support are intentional, data-driven, and aligned to student outcomes.

Decision-Making Based on Student Response

Student response to intervention is evaluated using standardized decision rules to ensure consistency across schools.

Response Type	Description	Action
Positive Response	Student progressing at expected rate	Continue or reduce support
Questionable Response	Progress is inconsistent or slow	Adjust and intensify intervention
Poor Response	Minimal or no progress	Redesign intervention and/or escalate support

Fidelity and Progress Monitoring

Progress monitoring data must be interpreted in conjunction with fidelity of implementation. Without fidelity, it is not possible to determine whether an intervention is effective.

Before modifying or intensifying an intervention, teams must verify that:

- The intervention is being delivered as designed
- Instructional time and frequency are consistent
- Group size aligns with expectations
- Data collection is reliable and consistent

Role of Grade Level MTSS Meetings in Data Review

Grade Level MTSS Meetings serve as the primary structure for reviewing progress monitoring data and evaluating student response to intervention.

These meetings:

- Occur four times per year
- Align to key data cycles (BOY, Q1, MOY, EOY)
- Represent the conclusion of each intervention cycle

During these meetings, teams review:

- Universal screening data
- Progress monitoring data
- Classroom performance data
- Intervention implementation data

Teams then determine whether students should:

- Continue current supports
- Receive adjusted interventions

- Be escalated to Tier 3
- Be considered for additional supports

Connection to System Accountability

The use of structured progress monitoring and Grade Level MTSS Meetings ensures that:

- Decisions are consistent across classrooms and grade levels
- Movement between tiers is intentional and data-driven
- Intervention effectiveness is evaluated regularly
- Schools remain aligned to MTSS expectations and compliance requirements

Summary

Progress monitoring at KIPP Miami Charter Schools ensures that student learning is continuously measured and that instruction and interventions are adjusted based on data. Through consistent and structured data collection, schools are able to evaluate the effectiveness of both core instruction and targeted supports, ensuring that all students are making meaningful progress toward grade-level expectations.

This process supports timely and informed decision-making, ensures alignment with Florida Statute 1008.25, and reinforces the importance of family engagement through ongoing communication. By maintaining a strong connection between data, instruction, and intervention, KIPP Miami Charter Schools are able to implement MTSS with consistency and fidelity across all schools.

Section VI: MTSS for Behavior (RtI:B)

Overview

At KIPP Miami Charter Schools, the Multi-Tiered System of Supports (MTSS) includes a comprehensive behavioral framework designed to support students' social, emotional, and behavioral development. Behavioral supports are integrated within the MTSS framework to ensure that students receive consistent, proactive, and data-driven support aligned to their needs.

The MTSS for Behavior framework, also referred to as RtI:B, provides a continuum of supports across three tiers. This structure ensures that all students receive the level of behavioral support necessary to be successful within the school environment.

Behavioral supports at KIPP Miami are grounded in a preventative and instructional approach. This includes the explicit teaching of expected behaviors, the consistent reinforcement of those behaviors, and the use of data to guide decision-making. Systems such as Positive Behavioral Interventions and Supports (PBIS) provide the foundation for Tier 1 practices, while more targeted and intensive supports are layered as needed.

Behavioral MTSS Framework

Behavioral supports are delivered across three tiers, each defined by the level of intensity and individualization required to meet student needs.

Tier	Students	Focus	Examples of Support
Tier 1	All students	Prevention and skill-building	Schoolwide expectations, PBIS, routines
Tier 2	Some students	Targeted intervention	CICO, counseling, social skills groups
Tier 3	Few students	Intensive, individualized support	FBA, BIP, individualized plans

Tier 1: Universal Behavioral Supports

Tier 1 establishes the foundation for behavioral expectations across the school and is designed to support all students. The goal of Tier 1 is to create a positive, structured, and predictable environment that promotes appropriate behavior and reduces the need for more intensive interventions.

Effective Tier 1 systems include clearly defined expectations, consistent routines, and schoolwide reinforcement systems. Instruction at this level focuses on explicitly teaching students what appropriate behavior looks like and providing consistent opportunities for practice and reinforcement.

Core components of Tier 1 include:

- Clearly defined schoolwide behavioral expectations
- Consistent classroom procedures and routines
- Implementation of PBIS practices
- Explicit teaching of expected behaviors
- Reinforcement systems to promote positive behavior

Data is used to evaluate the effectiveness of Tier 1 supports and includes:

- Attendance data
- Conduct grades
- Office discipline referrals (ODRs)
- Early warning indicators

Tier 1 is considered effective when it meets the needs of approximately 80% of students. When a significant number of students require additional support, schools must strengthen Tier 1 systems before increasing Tier 2 interventions.

Tier 2: Targeted Behavioral Interventions

Tier 2 provides additional behavioral support for students who are not responding adequately to Tier 1 expectations. These interventions are designed to address specific behavioral needs and are implemented in a structured and consistent manner.

Students may be considered for Tier 2 when data indicates patterns of concern, including repeated minor behaviors, increased discipline referrals, or difficulty meeting expectations across settings.

Common Tier 2 interventions include:

- Check-In/Check-Out (CICO)
- Small group counseling
- Social skills instruction
- Behavior contracts
- Mentoring

Tier 2 supports must be:

- Delivered in small group or structured formats
- Focused on specific behavioral skills
- Implemented consistently across all settings
- Reinforced through ongoing feedback

Progress Monitoring (Tier 2 Behavior)

Progress monitoring for Tier 2 behavioral interventions occurs at least monthly and includes:

- Behavior tracking tools
- Attendance data
- Teacher reports

Data is reviewed during Grade Level MTSS Meetings to determine whether interventions are effective and whether adjustments are needed.

Parent Communication (Tier 2 Behavior)

Families must be informed when students receive Tier 2 behavioral support. Communication should clearly explain the behavioral concern, the interventions being implemented, and how families can support behavior at home.

Ongoing updates should include:

- Student progress
- Effectiveness of supports
- Any changes to intervention strategies

Tier 3: Intensive Behavioral Interventions

Tier 3 provides individualized, intensive support for students with significant behavioral needs. These supports are implemented when students demonstrate limited or no response to Tier 2 interventions or when behavioral concerns significantly impact learning or safety.

Students may be placed in Tier 3 when they demonstrate:

- Chronic or severe behavioral concerns
- Significant disruption to the learning environment
- Lack of response to Tier 2 interventions

Functional Behavior Assessment (FBA)

An FBA is conducted to determine the function of a student's behavior and identify the underlying cause of the behavior.

Parent/guardian consent must be obtained prior to initiating the FBA process.

The FBA process includes:

- Identification of target behaviors
- Analysis of antecedents and consequences
- Determination of the function of the behavior
- Data collection and observation

Behavior Intervention Plan (BIP)

The Behavior Intervention Plan (BIP) is developed based on the results of the FBA and outlines a structured plan for addressing behavior.

The BIP is designed to:

- Replace inappropriate behaviors
- Teach appropriate replacement behaviors
- Modify environmental factors that contribute to behavior

Key components of the BIP include:

- Clear definition of the target behavior
- Identification of replacement behaviors
- Intervention strategies
- Reinforcement systems
- Progress monitoring plan

Progress Monitoring (Tier 3 Behavior)

Progress monitoring at Tier 3 is conducted weekly or more frequently to ensure that interventions are effective and responsive to student needs.

Data sources may include:

- Behavior tracking systems
- Daily point sheets or logs
- Observation data

This data is reviewed during SST meetings to guide decision-making.

Parent Communication (Tier 3 Behavior)

Parents/guardians must be actively involved in the Tier 3 process. This includes both notification and participation in intervention planning.

Parents must be:

- Notified when Tier 3 supports are being considered or implemented
- Invited to participate in SST meetings when appropriate
- Included in the development of the Behavior Intervention Plan (BIP)

Parent/guardian consent is required prior to conducting an FBA.

Ongoing communication must include:

- A clear explanation of behavioral concerns
- Description of interventions being implemented
- Strategies for supporting behavior at home
- Regular updates on student progress

The development and implementation of Tier 3 supports must reflect a collaborative partnership between the school and family.

Decision-Making for Behavioral Supports

Behavioral decisions follow the same MTSS decision rules used for academic interventions.

Response Type	Action
Positive Response	Continue or fade intervention
Questionable Response	Adjust intervention and increase intensity
Poor Response	Redesign plan and consider additional supports

Fidelity and Accountability (Behavior)

The effectiveness of behavioral interventions depends on fidelity of implementation. Interventions must be implemented consistently across all classrooms and settings to ensure that student response can be accurately evaluated.

Fidelity includes:

- Consistent implementation of strategies
- Alignment across instructional settings
- Accurate and reliable data collection

Behavioral data is reviewed during:

- Grade Level MTSS Meetings (Tier 2)
- SST meetings (Tier 3)

Consideration for Additional Supports

When students demonstrate persistent behavioral challenges despite Tier 3 interventions, the SST may consider additional supports.

This may include:

- Adjusting or intensifying intervention plans
- Increasing levels of support
- Considering additional services or evaluation

All decisions must be based on data and documented through the MTSS process.

Summary

The MTSS for Behavior framework at KIPP Miami Charter Schools ensures that behavioral supports are implemented in a structured, consistent, and data-driven manner. Through a tiered system of support, students receive the level of intervention necessary to develop appropriate behaviors and succeed in the school environment.

This framework emphasizes proactive instruction, targeted intervention, and ongoing progress monitoring, while ensuring that families are engaged as partners throughout the process. By maintaining strong behavioral systems across all tiers, KIPP Miami Charter Schools are able to create positive learning environments that support both academic and social-emotional success.

Section VII: MTSS Infrastructure and Roles

Overview

Effective implementation of the Multi-Tiered System of Supports (MTSS) at KIPP Miami Charter Schools requires clearly defined roles, aligned responsibilities, and shared accountability across instructional and student support teams. A strong infrastructure ensures that both the problem-solving process and the implementation of interventions are executed with consistency and fidelity across all schools.

At KIPP Miami, the MTSS framework is intentionally designed to distinguish between ownership of the process and ownership of instructional and behavioral implementation. This distinction ensures that decision-making remains data-driven while maintaining accountability for high-quality instruction and intervention delivery.

The MTSS framework operates through:

- Defined role ownership
- Structured collaboration across teams
- Shared responsibility for student outcomes

Within this structure:

- The Program Specialist owns the SST process
- Instructional and culture leaders own intervention implementation and fidelity
- Grade-level leadership structures support data-driven decision-making

MTSS Infrastructure at KIPP Miami

The MTSS framework is supported by a comprehensive school-based team structure. Each role contributes to the effective implementation of MTSS by ensuring that data is used appropriately, interventions are aligned to student needs, and systems are implemented with integrity.

The MTSS team structure includes:

- Program Specialist
- Assistant Principals of Instruction (APIs)
- Assistant Principal of Culture (APC) and Culture Team
- Grade Level Chairs (GLCs)
- Teachers and Interventionists
- School Psychologist and/or School Counselor
- Assistant Director of Exceptional Student Achievement

Program Specialist (SST Process Owner)

The Program Specialist is responsible for owning and managing the SST process at the school level. This role ensures that the MTSS problem-solving process is implemented consistently and that decisions are grounded in accurate and relevant data.

The Program Specialist facilitates all SST meetings and ensures that all data presented for review is:

- Accurate and complete
- Aligned to the student's identified skill deficits
- Reflective of interventions implemented with fidelity

In addition, the Program Specialist ensures that SST discussions are:

- Data-driven
- Focused on student need
- Properly documented

A critical distinction of this role is that the Program Specialist owns the process of reviewing data within the context of an SST Meeting, but does not own the implementation of interventions, which is the responsibility of instructional and culture leadership.

Grade Level Chair (Grade-Level Data Lead)

The Grade Level Chair plays a key role in leading data analysis and decision-making at the Tier 1 and Tier 2 levels. This role ensures that grade-level teams consistently review data and make informed decisions about student support.

Grade Level Chairs are responsible for facilitating Grade Level Meetings four times per year, aligned to:

- Beginning of Year (BOY)
- End of Quarter 1
- Middle of Year (MOY)
- End of Year (EOY)

During these meetings, the Grade Level Chair leads teams in:

- Reviewing academic and behavioral data
- Monitoring the effectiveness of Tier 1 and Tier 2 supports
- Identifying students in need of additional intervention

The Grade Level Chair also guides decisions related to:

- Tier 2 placement
- Intervention adjustments
- Escalation to SST

Assistant Principals of Instruction (APIs)

The Assistant Principals of Instruction are responsible for ensuring the effective implementation of academic instruction and interventions. Their role is critical in maintaining the alignment between student data, instructional practices, and intervention strategies.

APIs ensure that academic interventions are:

- Aligned to student data
- Targeted to specific skill deficits
- Implemented consistently across classrooms

They are also responsible for monitoring instructional quality and ensuring that intervention practices are implemented with fidelity.

In addition, APIs oversee documentation processes, ensuring that intervention data is accurately tracked and maintained within the FOCUS platform.

Parent Communication and IPMP Oversight

APIs are responsible for ensuring that all required parent communication and IPMP processes are completed with fidelity.

This includes:

- Ensuring Tier 2 parent notification letters are sent by teachers
- Ensuring teachers develop, communicate, and implement IPMPs
- Monitoring that IPMPs:
    - Align to student needs
    - Include measurable goals
    - Are implemented with fidelity

Assistant Principal of Culture (APC) and Culture Team

The Assistant Principal of Culture and Culture Team are responsible for the selection, implementation, and monitoring of behavioral interventions. This role ensures that behavioral supports are aligned to the function of student behavior and implemented consistently across all settings.

The APC and Culture Team collaborate with teachers to:

- Identify behavioral concerns
- Select appropriate Tier 2 interventions

They ensure that behavioral interventions are:

- Implemented consistently across all classrooms
- Aligned to the function of the behavior
- Monitored for effectiveness
- Documented with fidelity in the FOCUS platform

Behavioral Intervention Coordination

The APC and Culture Team maintain consistency across classrooms and ensure that behavioral supports are implemented as intended. They monitor the effectiveness of interventions and make adjustments based on student response.

Teachers and Interventionists

Teachers and interventionists are responsible for the direct implementation of instruction and interventions. Their role is essential in ensuring that students receive consistent and high-quality support aligned to their needs.

Teachers are responsible for:

- Delivering Tier 1, Tier 2, and Tier 3 instruction
- Monitoring student progress
- Collecting, documenting, and maintaining data
- Communicating with families
- Collaborating with APIs, APC, and the Program Specialist

Assistant Director of Exceptional Student Achievement

The Assistant Director provides strategic support to instructional leadership and ensures that academic systems are aligned and effective.

This role supports APIs in:

- Data analysis
- Intervention planning
- Problem-solving

School Psychologist and School Counselor

The School Psychologist and/or School Counselor provide expertise in behavioral analysis and intervention planning. Their role is essential in supporting students with more complex behavioral needs.

Responsibilities include:

- Identifying behavioral trends and patterns
- Supporting the development of appropriate interventions
- Conducting Functional Behavior Assessments (FBA)
- Obtaining parent consent prior to initiating the FBA process
- Providing expertise related to social-emotional needs

Collaboration Across Roles

Effective MTSS implementation depends on strong collaboration across all roles. This ensures that both academic and behavioral supports are aligned and implemented with fidelity.

Academic Collaboration

- Teachers work closely with APIs to implement and adjust interventions
- APIs collaborate with the Assistant Director to analyze data and refine strategies
- The Program Specialist facilitates SST meetings and ensures process integrity

Behavioral Collaboration

- Teachers collaborate with the APC and Culture Team to address behavioral needs
- The APC works with the School Psychologist and Counselor to analyze behavior and determine appropriate supports
- The Program Specialist ensures that SST decisions are aligned to data and properly documented

Role-Based Accountability

Role	Primary Ownership

Program Specialist	SST process and data quality within SST meetings
Grade Level Chair	Grade-level data meetings and tier movement decisions
APIs	Ensures academic interventions are being implemented with fidelity, ensures parent communication meets statutory requirements, and ensures data is being documented with fidelity by the teachers
APC / Culture Team	Ensures behavioral interventions are being implemented with fidelity, ensures parent communication meets statutory requirements, and ensures data is being documented with fidelity by the teachers
Teachers	Instruction, intervention implementation, and data collection
Assistant Director	Academic systems support
Psychologist / Counselor	Behavioral analysis and support

Summary

The MTSS infrastructure at KIPP Miami Charter Schools ensures that roles are clearly defined and aligned to areas of expertise, allowing for consistent and effective implementation across all schools. By distinguishing between ownership of the MTSS process and responsibility for intervention implementation, the framework promotes both accountability and collaboration.

Through structured roles, data-driven decision-making, and shared responsibility for student outcomes, KIPP Miami ensures that interventions are implemented with fidelity and that all students receive the support necessary to succeed.

Section VIII: MTSS Timeline and Documentation

Overview

The MTSS framework at KIPP Miami Charter Schools operates on a structured annual timeline aligned to assessment windows, intervention cycles, and reporting periods. This timeline ensures that student data is collected, analyzed, and used consistently to inform instructional decisions and intervention planning.

By organizing MTSS implementation around defined cycles, schools are able to systematically monitor student progress, evaluate the effectiveness of interventions, and make timely adjustments to supports. This structure also ensures that required documentation is completed in a consistent and compliant manner across all schools.

The MTSS timeline is designed to create predictable opportunities for data review, intervention planning, and decision-making, ensuring that student support is both proactive and responsive.

Annual MTSS Timeline

The MTSS process is organized around four primary data cycles that guide implementation throughout the school year.

Cycle	Timeframe	Focus
Beginning of Year (BOY)	August – September	Data collection, placement, and initiation of interventions
End of Quarter 1	October	Review of initial intervention effectiveness
Middle of Year (MOY)	January – February	Mid-year adjustment of supports
End of Year (EOY)	April – May	Final evaluation and planning

Each cycle represents the completion of an intervention round and provides a structured opportunity to review student data and determine next steps.

MTSS Implementation Timeline

Beginning of Year (BOY)

Focus: Data Collection, Placement, and Compliance Requirements

At the beginning of the school year, schools establish the foundation for MTSS implementation through comprehensive data collection and initial student placement.

Universal screening assessments, including FAST and i-Ready, are administered to all students. In addition, prior year data—including retention status and intervention history—is reviewed to ensure continuity of support.

Based on this data, students are identified for Tier 2 and Tier 3 interventions, and intervention groups are established. Supports must begin immediately to ensure timely response to student needs.

Tier 2 Parent Notification (BOY)

For all students identified for Tier 2 support, parents must be notified in writing. The Tier 2 Intervention Notification Letter must clearly communicate the student's area of need, the intervention being provided, the frequency and duration of support, and the method of progress monitoring.

This communication ensures that families are informed early and are able to support their child's learning throughout the intervention cycle.

Immediate Tier 3 Placement (BOY)

Students with the most significant needs must begin Tier 3 intervention at the start of the school year. This includes retained students and those with documented substantial deficiencies based on prior year data.

These students do not require placement in Tier 2 prior to receiving Tier 3 support. Instead, they begin intensive intervention immediately and are prioritized for frequent progress monitoring and ongoing review.

IPMP Requirements (Beginning of Year)

In accordance with Florida Statute 1008.25, students identified with a substantial deficiency in reading (K–3) and/or mathematics (K–4) must receive an Individualized Progress Monitoring Plan (IPMP).

At the beginning of the year:

- Students identified through BOY assessment data must have an IPMP developed
- The IPMP must be completed within 45 days of assessment results becoming available
- Interventions aligned to the IPMP must begin immediately upon identification

Parents must be notified in writing of the deficiency and provided with the IPMP, along with resources to support learning at home. Ongoing communication must include progress updates at least monthly.

Quarter 1 (September – October)

Focus: Initial Intervention Cycle

During Quarter 1, schools implement Tier 2 and Tier 3 interventions and begin collecting progress monitoring data. Grade Level Meetings are conducted to review early data and monitor the effectiveness of supports.

Schools also conduct **Report Card Conferences (RCC)**, providing an opportunity to communicate student progress and reinforce family engagement.

End of Quarter 1 Review

At the conclusion of Quarter 1, teams analyze student performance data to determine the effectiveness of interventions. Students who are not demonstrating adequate progress are identified for further support.

At this point, teams may:

- Adjust or intensify interventions
- Regroup students based on need
- Refer students to SST meetings for additional problem-solving

Quarter 2 and Quarter 3 (November – March)

Focus: Ongoing Monitoring and Adjustment

During this phase, schools continue to implement interventions and monitor student progress. The focus shifts to refining supports and ensuring that interventions are aligned to student response.

Progress monitoring occurs:

- Monthly for Tier 2
- Weekly or more frequently for Tier 3

Grade Level Meetings and SST meetings continue throughout this period to ensure that data is reviewed consistently and that instructional decisions are responsive.

Middle of Year (MOY)

Focus: System-Level Adjustment

At the middle of the year, schools administer mid-year assessments, including FAST PM2 and i-Ready diagnostics. These assessments provide a comprehensive view of student progress and inform adjustments to Tier placement and intervention plans.

This data is used to evaluate both individual student progress and the effectiveness of school-wide instructional systems.

End of Year (EOY)

Focus: Evaluation and Planning

At the end of the year, schools conduct final assessments and evaluate the overall effectiveness of interventions across all tiers. This process informs decisions about student support for the following school year and supports long-term planning.

Documentation Requirements

Accurate and timely documentation is essential to both instructional effectiveness and compliance. Documentation provides evidence of intervention implementation, student progress, and decision-making throughout the MTSS process.

Required documentation includes:

- Tier 2 Intervention Notification Letters
- Individualized Progress Monitoring Plans (IPMPs), when applicable
- Progress monitoring data

- Intervention plans and implementation logs
- SST meeting documentation
- Behavioral documentation, including FBA and BIP when applicable

Documentation Expectations by Role

Clear ownership of documentation ensures consistency and accountability across the MTSS process.

The **Program Specialist** is responsible for maintaining SST documentation, ensuring that all data presented is accurate and aligned, and verifying compliance with MTSS processes.

The **Assistant Principals of Instruction** ensure that Tier 2 parent notifications are completed, monitor IPMP development and implementation, and verify academic intervention documentation.

The **Assistant Principal of Culture and Culture Team** maintain behavioral documentation, ensure fidelity of behavior supports across classrooms, and support the development and implementation of FBA and BIP processes.

Teachers are responsible for maintaining progress monitoring data, documenting intervention implementation, implementing IPMPs as required, and communicating with families.

Data Tracking and Accountability

Schools must maintain systems to track student progress and ensure that interventions are implemented with fidelity. Data systems must provide visibility into student performance across tiers and support ongoing decision-making.

Schools are responsible for tracking:

- Student progress across tiers
- Intervention participation and attendance
- Fidelity of implementation
- Movement between tiers

Data must be updated regularly, reviewed during Grade Level Meetings and SST meetings, and used to inform instructional decisions.

Compliance and Timelines

To ensure alignment with **Florida Statute 1008.25**, schools must adhere to established timelines and documentation requirements.

This includes:

- Identifying students with substantial deficiencies in a timely manner
- Developing IPMPs within 45 days of identification
- Providing required parent notification and ongoing communication
- Maintaining documentation that demonstrates intervention implementation and progress monitoring

Summary

The MTSS timeline and documentation systems at KIPP Miami Charter Schools provide a structured approach to implementing and monitoring interventions across the school year. By aligning data collection, intervention cycles, and decision-making processes, schools are able to respond effectively to student needs while maintaining compliance with state requirements.

This structure ensures that student progress is consistently monitored, instructional decisions are made at defined intervals, and documentation supports both effective practice and accountability across all schools.

Section IX: Family Communication and Frequently Asked Questions (FAQ)

Overview

Families are essential partners in the MTSS process at KIPP Miami Charter Schools. Effective communication ensures that families understand their child's needs, the supports being provided, and how they can actively contribute to their child's success.

Consistent with Florida's MTSS framework, family engagement is a critical component of successful implementation. Schools must ensure that families are not only informed, but actively included in the problem-solving process. This includes providing clear and accessible information, maintaining ongoing communication, and creating opportunities for meaningful participation in decision-making.

Family communication within MTSS must be timely, consistent, and aligned to student data. Communication should provide families with a clear understanding of their child's progress, the interventions being implemented, and the steps being taken to support academic and behavioral growth.

Family Communication Expectations Across Tiers

Tier 1 (Core Instruction)

At Tier 1, communication with families focuses on providing regular updates regarding student performance and progress toward grade-level expectations. This communication ensures that families remain informed about their child's academic and behavioral development within the general education setting.

Families are informed through:

- Report cards
- Progress reports
- Parent-teacher conferences

Communication at this level focuses on academic performance, behavioral expectations, and overall progress toward grade-level standards.

Tier 2 (Targeted Intervention)

When a student is identified for Tier 2 support, families must be formally notified that additional intervention is being provided. This ensures transparency and provides families with an opportunity to support their child's progress.

Parents/guardians must receive a Tier 2 Intervention Notification Letter that includes:

- The student's identified area(s) of need
- A description of the intervention being provided
- The frequency and duration of support
- The method of progress monitoring

Ongoing Tier 2 Communication

Following initial notification, families must continue to receive updates regarding their child's progress and the effectiveness of interventions. This ongoing communication ensures that families remain informed and engaged throughout the intervention cycle.

Updates should include:

- Progress toward intervention goals
- Effectiveness of the intervention
- Any changes to instructional strategies

Communication may occur through Report Card Conferences (RCC), progress reports, or direct communication from teachers.

Tier 3 (Intensive Intervention)

When a student is identified for Tier 3 support, family involvement becomes an essential component of the intervention process. Parents must be informed immediately and included as active participants in planning and decision-making.

Families must:

- Be notified when Tier 3 supports are being considered or implemented
- Be invited to participate in SST meetings when appropriate
- Be included in the development of intervention plans

IPMP Communication (Statutory Requirement)

In accordance with **Florida Statute 1008.25**, when a student is identified with a substantial deficiency in reading (K–3) and/or mathematics (K–4), specific communication requirements must be met.

Parents must be notified immediately in writing and provided with:

- A description of the identified deficiency
- The interventions and supports being implemented
- The student's Individualized Progress Monitoring Plan (IPMP)

In addition, parents must receive ongoing progress updates at least monthly. These updates must include information on student progress toward goals and any changes to intervention or support.

Behavioral Supports (Tier 2 and Tier 3)

For students receiving behavioral interventions, communication with families must reflect both the nature of the concern and the supports being implemented.

Families must be informed of behavioral concerns and included in the intervention process, particularly at Tier 3. Parent consent is required prior to conducting a Functional Behavior Assessment (FBA), and families must be included in the development of Behavior Intervention Plans (BIPs).

Communication should include:

- A description of behavioral concerns
- Interventions being implemented
- Strategies for reinforcing behavior at home
- Ongoing updates on student progress

Family Partnership Expectations

KIPP Miami Charter Schools are committed to building strong partnerships with families as part of the MTSS process. Effective partnerships ensure that interventions are supported both at school and at home, increasing the likelihood of positive student outcomes.

Schools support family engagement by:

- Providing clear explanations of the MTSS process
- Offering strategies for supporting learning and behavior at home
- Creating opportunities for families to participate in meetings and planning

- Ensuring communication is respectful, accessible, and responsive

Family engagement is essential to ensuring that interventions are implemented consistently and effectively across environments.

Frequently Asked Questions (FAQ)

What is MTSS?

MTSS is a framework used to provide different levels of academic and behavioral support based on student need. It ensures that all students receive the instruction and intervention necessary to succeed.

How are students identified for intervention?

Students are identified through multiple data sources, including universal screening assessments, classroom performance, progress monitoring data, and behavioral indicators.

Can students move between tiers?

Yes. Students may move between Tier 1, Tier 2, and Tier 3 based on their response to instruction and intervention.

Is MTSS the same as special education?

No. MTSS is a general education framework designed to support all students. Special education eligibility requires a separate evaluation process.

When will I be notified if my child needs support?

Parents are notified at different points depending on the level of support. Tier 2 notifications occur when intervention begins, while Tier 3 and IPMP notifications occur immediately upon identification of significant need.

What is an IPMP?

An Individualized Progress Monitoring Plan (IPMP) is a plan required for students with substantial deficiencies in reading (K–3) and/or mathematics (K–4). It outlines goals, interventions, and progress monitoring expectations.

How often will I receive updates?

Families receive regular updates throughout the MTSS process. Students receiving Tier 3 support or an IPMP will receive updates at least monthly.

How can I support my child at home?

Schools provide strategies, resources, and guidance to help families support learning and behavior at home. These supports are aligned to the student's intervention plan.

Can I request a meeting about my child?

Yes. Families may request a meeting at any time to discuss concerns, progress, or supports.

Summary

Family communication at KIPP Miami Charter Schools is designed to ensure that families are informed, engaged, and actively involved in the MTSS process. Through consistent communication, clear expectations, and opportunities for collaboration, families are able to partner with schools to support student success.

This approach ensures that communication aligns with both instructional practices and statutory requirements, while reinforcing the role of families as essential partners in helping students achieve positive academic and behavioral outcomes.

Conclusion and Contact Information

Conclusion

The Multi-Tiered System of Supports (MTSS) at KIPP Miami Charter Schools represents a comprehensive and aligned framework for ensuring that all students receive the academic and behavioral support necessary to succeed. Through the consistent application of a data-based problem-solving process, schools are able to identify student needs, implement targeted interventions, and monitor progress in a structured and responsive manner.

This manual is intended to serve as the guiding document for MTSS implementation across all KIPP Miami schools. It establishes a common understanding of expectations, roles, and systems, ensuring that instructional and intervention practices are aligned, equitable, and effective. Successful implementation of MTSS requires a shared commitment across all staff to use data intentionally, implement interventions with fidelity, and collaborate to support student outcomes.

MTSS is not a separate initiative, but the foundation of how KIPP Miami Charter Schools deliver instruction and support students. Through this framework, schools are able to ensure that resources are aligned to need and that all students are provided with meaningful opportunities to achieve academic success.

This manual should be viewed as a living document and may be updated as needed to reflect changes in policy, practice, or state requirements.

Contact Information

For questions, clarification, or support related to MTSS implementation, please contact:

KIPP Miami Charter Schools

- Director of ESE and Student Services - jvaldes@kippmiami.org
- Managing Director of Teaching & Learning - cbethel@kippmiami.org

For school-based support, staff should contact their Program Specialist or school leadership team as the first point of contact.

More Parent Resources:

https://rmls.florida-ese.org/#/home

This collection of videos features videos of Florida teachers conducting model lessons in Oral Language, Phonological Awareness, Phonics, Fluency, Vocabulary and Comprehension. The series was produced by the Personnel Development Support Project/Florida Center for Interactive Media at Florida State University in partnership with Just Read! Florida and the Bureau of Exceptional Education and Student Services, Florida Department of Education.

https://florida-rti.org/docs/ParentResourceGuide_final2.pdf

This is a flyer for parents to gain awareness of resources available to them which can increase family engagement within a multi-tiered system of support.

https://resources.finalsite.net/images/v1654547165/flaglerschoolscom/phmv0wadxtflmobtasgf/mtss_parent_guide.pdf

This brochure provides an overview of the Multi-Tiered System of Supports for parents and answers common questions parents have about it.

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

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

Name of Entity: KIPP Miami, Inc.

Entity's Address: 3000 NW 110th St, Miami, FL 33167

Entity's Email Address: mkress@kippmiami.org

Entity's Phone Number: (786) 822-7702

Entity's FEIN: 81-4473475

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Monica Kress

Title of Entity's Officer or Representative: Managing Director of Operations

Date: 05/22/2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

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

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

Name of Entity: KIPP Miami, Inc.

Entity's Address: 3000 NW 110th St, Miami, FL 33167

Entity's Email Address: mkress@kippmiami.org

Entity's Phone Number: (786) 822-7702

Entity's FEIN: 81-4473475

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Monica Kress

Title of Entity's Officer or Representative: Managing Director of Operations

Date: 05/22/2026

Staff Follow Up: **26-264 (DH)**
Due Date: June 5, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: Meeting: June 9, 2026 - RSBM
Topic: M-4.) Performance-Based Agreement- KIPP Miami, Inc.

Staff Follow-up: 4/12 on agreement- Years 3 and on as 1000+ students. How will they fit that many students in addition to the students we have on the campus?

Response: The KIPP TEAM and Family Notice of Intent (NOI) and Performance-Based Agreement (PBA) submission does not identify a specific site for the proposed School of Hope. The submission does, however, include the school's anticipated enrollment projections, which are preliminary and subject to change. These enrollment figures are contingent upon final decisions related to facility capacity and space allocation.

Staff is currently working on a plan for the school to co-locate on the William Dandy Middle School campus; however, this plan has not yet been finalized or formally approved.

The school's final enrollment will be determined once the Shared Facility Plan is completed. This plan will establish the parameters for classroom space, administrative offices, and shared common areas, and will ultimately define the physical capacity of the campus to support the School of Hope. Until the Shared Facility Plan is finalized, enrollment numbers and site-specific details should be considered tentative.

HH/VSW/DC:pw

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Student Transportation & Fleet Services

Agenda Item Number:	M-5.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

2026-27 Opening and Closing School Bell Times

REQUESTED ACTION:

Approve the school opening and closing bell times for the 2026-27 academic year. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- SY26-27 Opening & Closing S…

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Simone Clowers	Phone:	754-321-4402
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer Jun

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

2026-27 Opening and Closing School Bell Times

Board Meeting Date: June 9, 2029

Requested Action:

Approve the school opening and closing bell times for the 2026-27 academic year.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• The proposed bell time modifications comply with all applicable state statutes, instructional minute requirements, collective bargaining considerations, and transportation regulations governing public school operations. The District will continue to ensure that instructional time requirements for elementary, middle, and high school students are fully met. [F.S. 1011.60(2), F.S. 1011.61(1), F.A.C. Rule 6A-1.045111, F.S. 1003.02, F.S. 1001.42]
If the School Board votes "Yes"	• The school bell schedules will be implemented for the upcoming academic year. Transportation routes and operational schedules will be adjusted accordingly. The recommended times will improve alignment of instructional programming across school levels. Transportation efficiencies will increase through optimized staggered scheduling. These times support the operational needs of the combination schools and provide advanced communication to families, employees, and community stakeholders.
If the School Board votes "No"	• The existing bell schedules will remain in effect. Transportation inefficiencies and increased operational pressures may continue. Challenges associated with accommodating new school configurations and program expansion may persist. Opportunities to streamline transportation routing and reduce costs may be delayed. Scheduling

	inconsistencies among schools and programs may remain unresolved.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	The proposed bell time adjustments are expected to provide measurable operational and educational benefits, including: • Improved transportation efficiency and route optimization, • Reduced operational and fuel costs through more effective bus utilization, • Enhanced on-time arrival and dismissal performance, • Better alignment of instructional schedules across the school district, • Increased capacity to support future student growth without significant expansion of transportation resources, and • Improved operational coordination among traditional, magnet, K–8, and 6–12 schools.

Background/History
Each year, the Student Transportation & Fleet Services Department develops the open and closing school times for Board approval. School bell times are strategically scheduled to maximize the efficient use of District transportation resources while ensuring compliance with mandated student transportation requirements. Staggered start and dismissal times allow the District to utilize existing bus fleets and personnel more effectively, thereby helping to reduce operational costs and minimize the need for additional transportation resources.

The proposed updates to current bell schedules are designed to:

- Maintain consistency among elementary performing arts magnet schools,
- Align middle school instructional schedules to support academic programming and required instructional minutes,
- Support the operational needs of newly established K–8 combination schools and 6–12 schools under the District's Redefining Our Schools initiative, and
- Enhance overall transportation routing efficiency while supporting student safety and timely arrival and dismissal procedures.

These adjustments reflect the District's continued commitment to operational effectiveness, equitable access to educational programs, and responsible stewardship of District resources

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

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

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

Budget Impact Summary Statement:
1. There is no financial impact to the District.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
Not Applicable	Not Applicable	Not Applicable

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	All K-12 schools in the District are included in this item.
School Selection /Prioritization	All K-12 schools in the District are included in this item.
Community/ Stakeholder Engagement	Community and stakeholder engagement was received through the Redefining Our Schools process, feedback received from multiple advisory groups, and input from school leaders and regional offices.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
SY26-27 Opening & Closing School Bell Times (Regular Term)

Student Transportation & Fleet Services

2026-2027 Opening & Closing School Bell Times (Regular Term)

Elementary				
Area	**Change**	**School Name**	**Open**	**Close**
NA		Atlantic West Elementary	08:00 AM	02:00 PM
CA		Banyan Elementary	07:50 AM	01:50 PM
CA		Bayview Elementary	08:00 AM	02:00 PM
CA		Bennett Elementary	08:00 AM	02:00 PM
SA		Bethune, Mary M. Elementary	08:45 AM	03:15 PM
SA		Boulevard Heights Elementary	08:00 AM	02:00 PM
NA		Broadview Elementary	08:00 AM	02:00 PM
CA		Broward Estates Elementary	08:00 AM	02:00 PM
CA		Castle Hill Elementary	08:00 AM	02:00 PM
CW		Central Park Elementary	08:00 AM	02:00 PM
NA		Challenger Elementary	08:45 AM	02:45 PM
CW		Chapel Trail Elementary	08:00 AM	02:00 PM
SA		Coconut Palm Elementary	08:00 AM	02:00 PM
SA		Colbert Elementary	07:45 AM	01:45 PM
SA		Collins Elementary	08:00 AM	02:00 PM
CW		Cooper City Elementary	08:00 AM	02:00 PM
NA		Coral Park Elementary	08:00 AM	02:00 PM
NA		Coral Springs Elementary	08:30 AM	02:30 PM
NA		Country Hills Elementary	08:10 AM	02:10 PM
CW		Country Isles Elementary	08:00 AM	02:00 PM
NA		Cresthaven Elementary	07:50 AM	01:50 PM
CA		Croissant Park Elementary	08:00 AM	02:00 PM
NA		Cypress Elementary	08:00 AM	02:00 PM
SA		Dania Elementary	07:50 AM	01:50 PM
CW		Davie Elementary	08:00 AM	02:00 PM
NA		Deerfield Beach Elementary	08:00 AM	02:00 PM
NA		Deerfield Park Elementary	08:30 AM	03:00 PM
CA		Dillard Elementary	08:00 AM	02:00 PM
CA		Discovery Elementary	08:00 AM	02:00 PM
SA		Dolphin Bay Elementary	08:00 AM	02:00 PM
NA		Drew, Charles Elementary	08:00 AM	02:00 PM
SA		Driftwood Elementary	08:00 AM	02:00 PM
CW		Eagle Point Elementary	08:00 AM	02:00 PM
NA		Eagle Ridge Elementary	08:00 AM	02:00 PM
CW		Embassy Creek Elementary	08:00 AM	02:00 PM
CA		Endeavor Primary Learning Center	08:15 AM	02:15 PM
CW		Everglades Elementary	08:00 AM	02:00 PM
SA		Fairway Elementary	08:10 AM	02:10 PM
CW		Flamingo Elementary	08:00 AM	02:00 PM
NA		Floranada Elementary	08:00 AM	02:00 PM
NA		Forest Hills Elementary	07:50 AM	01:50 PM
CA		Foster, Stephen Elementary	08:00 AM	02:00 PM
CW		Fox Trail Elementary	08:00 AM	02:00 PM
CW		Gator Run Elementary	08:00 AM	02:00 PM
CW		Griffin Elementary	08:00 AM	02:00 PM
CA		Harbordale Elementary	08:00 AM	02:00 PM
CW		Hawkes Bluff Elementary	08:00 AM	02:00 PM
NA		Heron Heights Elementary	08:00 AM	02:00 PM
SA		Hollywood Hills Elementary	08:00 AM	02:00 PM
SA		Hollywood Park Elementary	08:10 AM	02:10 PM
CA		Horizon Elementary	07:50 AM	01:50 PM
NA		Hunt, James S. Elementary	08:00 AM	02:00 PM
CW		Indian Trace Elementary	07:50 AM	01:50 PM
CA		King, Martin Luther Elementary	08:30 AM	03:00 PM
SA		Lake Forest Elementary	08:00 AM	02:00 PM
SA		Lakeside Elementary	08:00 AM	02:00 PM
CA		Larkdale Elementary	08:00 AM	02:00 PM
CA		Lauderhill Paul Turner Elementary	07:45 AM	01:45 PM
NA		Liberty Elementary	08:30 AM	02:30 PM
NA		Lloyd Estates Elementary	07:55 AM	01:55 PM
CW		Manatee Bay Elementary	08:00 AM	02:00 PM

Elementary				
Area	**Change**	**School Name**	**Open**	**Close**
NA		McNab Elementary	08:00 AM	02:00 PM
CA		Meadowbrook Elementary	08:00 AM	02:00 PM
SA		Miramar Elementary	07:55 AM	01:55 PM
CA		Mirror Lake Elementary	08:00 AM	02:00 PM
NA		Morrow Elementary	07:50 AM	01:50 PM
CA		Nob Hill Elementary	08:00 AM	02:00 PM
NA		Norcrest Elementary	08:00 AM	02:00 PM
NA		North Andrews Gardens Elementary	08:30 AM	03:00 PM
NA		North Lauderdale Elementary	08:00 AM	02:00 PM
CA		North Side Elementary	08:00 AM	02:00 PM
Countywide		Nova Blanche Forman Elementary	09:30 AM	03:30 PM
Countywide		Nova Dwight D. Eisenhower Elementary	09:30 AM	03:30 PM
NA		Oakland Park Elementary	08:00 AM	02:00 PM
SA		Oakridge Elementary	08:00 AM	02:00 PM
SA		Orange Brook Elementary	08:00 AM	02:00 PM
CA		Oriole Elementary	08:00 AM	02:00 PM
NA		Palmview Elementary	07:50 AM	01:50 PM
CA		Park Lakes Elementary	08:00 AM	02:00 PM
NA		Park Ridge Elementary	08:00 AM	02:00 PM
NA		Park Springs Elementary	07:45 AM	01:45 PM
NA		Park Trails Elementary	08:15 AM	02:15 PM
NA		Parkside Elementary	08:00 AM	02:00 PM
SA		Pasadena Lakes Elementary	08:10 AM	02:10 PM
SA		Pembroke Lakes Elementary	08:00 AM	02:00 PM
SA		Pembroke Pines Elementary	08:00 AM	02:00 PM
CW		Peters Elementary	08:10 AM	02:10 PM
SA		Pines Lakes Elementary	07:50 AM	01:50 PM
NA		Pinewood Elementary	08:00 AM	02:00 PM
CW		Plantation Elementary	08:00 AM	02:00 PM
CW		Plantation Park Elementary	08:10 AM	02:10 PM
NA		Pompano Beach Elementary	08:10 AM	02:40 PM
NA		Quiet Waters Elementary	08:00 AM	02:00 PM
NA		Ramblewood Elementary	08:00 AM	02:00 PM
NA		Riverglades Elementary	08:00 AM	02:00 PM
CA		Riverland Elementary	08:00 AM	02:00 PM
NA		Riverside Elementary	08:00 AM	02:00 PM
CA		Rock Island Elementary	08:00 AM	02:00 PM
CA		Royal Palm Elementary	08:00 AM	02:00 PM
NA		Sanders Park Elementary	08:00 AM	02:00 PM
CA		Sandpiper Elementary	08:00 AM	02:00 PM
CW		Sawgrass Elementary	08:00 AM	02:00 PM
SA		Sea Castle Elementary	08:05 AM	02:05 PM
SA		Sheridan Hills Elementary	08:00 AM	02:00 PM
SA		Sheridan Park Elementary	08:00 AM	02:00 PM
CW		Silver Lakes Elementary	07:50 AM	01:50 PM
CW		Silver Palms Elementary	08:00 AM	02:00 PM
CW		Silver Ridge Elementary	08:00 AM	02:00 PM
SA		Stirling Elementary	08:00 AM	02:00 PM
CA		Sunland Park Academy (K-3)	08:00 AM	02:00 PM
CW		Sunset Lakes Elementary	08:00 AM	02:00 PM
NA		Tamarac Elementary	09:00 AM	03:00 PM
NA		Tedder Elementary	08:15 AM	02:15 PM
NA		Tradewinds Elementary	08:00 AM	02:00 PM
Countywide		Tropical Elementary	08:25 AM	02:25 PM
CW		Village Elementary	08:00 AM	02:00 PM
CA		Walker Elementary	08:30 AM	03:00 PM
SA		Watkins Elementary	08:10 AM	02:10 PM
CA		Welleby Elementary	07:50 AM	01:50 PM
SA		West Hollywood Elementary	08:10 AM	02:10 PM
NA		Westchester Elementary	08:00 AM	02:00 PM

○ Denotes School Time Change for the 2026-2027 School Year - Submitted for board approval
CA: Central, NA: North, CW: Central West, SA: South, SW: South West

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Student Transportation & Fleet Services

2026-2027 Opening & Closing School Bell Times (Regular Term)

Elementary

Area	Change	School Name	Open	Close
NA		Maplewood Elementary	08:00 AM	02:00 PM
NA		Margate Elementary	08:00 AM	02:00 PM
NA		Markham, Robert C. Elementary	08:00 AM	02:00 PM
CA		Marshall, Thurgood Elementary	07:50 AM	01:50 PM

Elementary

Area	Change	School Name	Open	Close
CA		Westwood Heights Elementary	08:15 AM	02:15 PM
CA		Wilton Manors Elementary	08:30 AM	03:00 PM
NA		Winston Park Elementary	08:00 AM	02:00 PM
NA		Young, Virginia Shuman Elementary	09:30 AM	03:30 PM

Combination K-8

Area	Change	School Name	Open	Close
SA		Annabel C. Perry PK - 8	08:00 AM	02:40 PM
		Annabel C. Perry PK - 8 (K-5)	*08:00 AM*	*02:00 PM*
		Annabel C. Perry PK - 8 (6-8)	*08:00 AM*	*02:40 PM*
S		Beachside Montessori Village	09:15 AM	03:45 PM
NA		Coconut Creek K-8 Academy of Excellence	08:00 AM	02:40 PM
		Coconut Creek K-8 Academy of Excellence (K-5)	*08:00 AM*	*02:00 PM*
		Coconut Creek K-8 Academy of Excellence (6-8)	*08:00 AM*	*02:40 PM*
SA		Coral Cove Academy of the Arts	08:00 AM	02:40 PM
		Coral Cove Academy of the Arts (K-5)	*08:00 AM*	*02:00 PM*
		Coral Cove Academy of the Arts (6-8)	*08:00 AM*	*02:40 PM*

Combination K-8

Area	Change	School Name	Open	Close
SA		Gulfstream Academy of Hallandale Beach	08:00 AM	02:40 PM
		Gulfstream Academy of Hallandale Beach (K-5)	*08:00 AM*	*02:00 PM*
		Gulfstream Academy of Hallandale Beach (6-8)	*08:00 AM*	*02:40 PM*
SA		Hollywood Central Preparatory K-8	08:00 AM	02:40 PM
		Hollywood Central Preparatory K-8 (K-5)	*08:00 AM*	*02:00 PM*
		Hollywood Central Preparatory K-8 (6-8)	*08:00 AM*	*02:40 PM*
CW		Silver Shores STEAM Academy K-8	08:00 AM	02:40 PM
		Silver Shores STEAM Academy K-8 (K-5)	*08:00 AM*	*02:00 PM*
		Silver Shores STEAM Academy K-8 (6-8)	*08:00 AM*	*02:40 PM*

Middle

Area	Change	School Name	Open	Close
SA		Apollo Middle	09:30 AM	04:10 PM
SA		Attucks Middle	08:50 AM	03:30 PM
CA		Bair Middle	09:15 AM	03:45 PM
NA		Coral Springs Middle	09:30 AM	04:00 PM
NA		Crystal Lake Middle	09:25 AM	04:05 PM
Co		Dandy, William Middle	09:30 AM	04:10 PM
NA		Deerfield Beach Middle	07:45 AM	02:45 PM
SA		Driftwood Middle	09:30 AM	04:10 PM
CW		Falcon Cove Middle	09:25 AM	04:05 PM
NA		Forest Glen Middle	09:20 AM	03:50 PM
SW		Glades Middle	09:30 AM	04:00 PM
CW		Indian Ridge Middle	09:30 AM	04:00 PM
Countywide		Lauderdale Lakes Middle	07:40 AM	02:40 PM
NA		Lyons Creek Middle	09:30 AM	04:00 PM
NA		Margate Middle	09:15 AM	03:55 PM
SA		McNicol Middle	07:45 AM	02:15 PM
CA		Millennium Middle	09:30 AM	04:30 PM
SA		New Renaissance Middle	09:30 AM	04:10 PM

Middle

Area	Change	School Name	Open	Close
Co		New River Middle	09:30 AM	04:10 PM
Countywide		Nova Middle	09:30 AM	04:20 PM
CA	○	Olsen Middle	08:00 AM	02:40 PM
CA		Parkway Middle	07:30 AM	02:30 PM
CW		Pioneer Middle	09:00 AM	03:30 PM
NA		Pompano Beach Middle	09:15 AM	03:45 PM
NA		Ramblewood Middle	09:15 AM	03:45 PM
CA		Rickards Middle	09:15 AM	03:45 PM
NA		Sawgrass Springs Middle	09:15 AM	03:45 PM
Co		Seminole Middle	08:10 AM	02:50 PM
NA		Silver Lakes Middle	09:15 AM	03:55 PM
CW		Silver Trail Middle	09:10 AM	03:40 PM
NA		Sunrise Middle	09:15 AM	03:55 PM
CW		Tequesta Trace Middle	09:10 AM	03:50 PM
NA		Westglades Middle	09:15 AM	03:45 PM
CA		Westpine Middle	08:45 AM	03:25 PM
SA		Young, Walter C. Middle	09:00 AM	03:30 PM

Combination 6-12

Area	Change	School Name	Open	Close
CA		Dillard High 6-12	07:40 AM	02:40 PM
SA		Pines Collegiate Academy 6-12	09:00 AM	04:00 PM

Combination 6-12

Area	Change	School Name	Open	Close
CW	○	Plantation 6-12 (TBD)	07:40 AM	02:40 PM

High

Area	Change	School Name	Open	Close
Countywide		Anderson, Boyd H. High	07:40 AM	02:40 PM
NA		Coconut Creek High	06:50 AM	01:35 PM
CW		Cooper City High	07:40 AM	02:40 PM
NA		Coral Glades High	07:40 AM	02:40 PM
NA		Coral Springs High	07:40 AM	02:40 PM
CW		Cypress Bay High	07:40 AM	02:45 PM
NA		Deerfield Beach High	07:40 AM	02:40 PM
NA		Ely, Blanche High	07:40 AM	02:40 PM
SW		Everglades High	07:40 AM	02:40 PM
SA		Flanagan High	07:40 AM	02:40 PM
Countywide		Fort Lauderdale High	07:40 AM	02:40 PM
SA		Hallandale High	07:00 AM	03:30 PM
SA		Hollywood Hills High	07:40 AM	02:40 PM
SA		McArthur High	07:40 AM	02:40 PM

High

Area	Change	School Name	Open	Close
SA		Miramar High	07:40 AM	02:40 PM
NA		Monarch High	07:40 AM	02:40 PM
CA		Northeast High	07:40 AM	02:40 PM
Co		Nova High	09:30 AM	04:20 PM
CW		Piper High	07:30 AM	02:40 PM
NA		Pompano Beach Institute of Int'l Studies	07:00 AM	03:31 PM
SA		South Broward High	07:40 AM	02:40 PM
Countywide		South Plantation High	08:05 AM	03:00 PM
NA		Stoneman Douglas High	07:40 AM	02:40 PM
CA		Stranahan High	07:40 AM	02:40 PM
NA		Taravella, J.P. High	07:40 AM	02:40 PM
CW		West Broward High	07:40 AM	02:40 PM
CW		Western High	07:40 AM	02:40 PM

○ Denotes School Time Change for the 2026-2027 School Year - Submitted for board approval
CA: Central, NA: North, CW: Central West, SA: South, SW: South West

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Student Transportation & Fleet Services

2026-2027 Opening & Closing School Bell Times (Regular Term)

Agency				
Area	**Change**	**School Name**	**Open**	**Close**
Countywide		Alphabetland (all locations)	07:45 AM	01:45 PM
S of Sunrise		Ann Storck Center	09:00 AM	03:00 PM
Countywide		ARC	09:00 AM	03:00 PM

Agency				
Area	**Change**	**School Name**	**Open**	**Close**
Countywide		ARC at Goodwill	07:10 AM	02:15 PM
S of Sunrise		Baudhuin Oral School	08:00 AM	02:00 PM

Center				
Area	**Change**	**School Name**	**Open**	**Close**
NA		Atlantic Technical College	07:05 AM	01:50 PM
NA		Atlantic Technical College AM Share	07:05 AM	10:05 AM
NA		Atlantic Technical College PM Share	10:50 AM	01:50 PM
NA		Bright Horizons	08:15 AM	02:15 PM
CA		College Academy at BC - Central	09:15 AM	04:15 PM
NA		College Academy at BC - North	09:15 AM	04:15 PM
NA		Cross Creek School	09:30 AM	03:45 PM
NA		Cypress Run Education Center	09:30 AM	03:30 PM
NA		Dave Thomas Ed Cntr (Middle Sch Academy) Dave	07:05 AM	01:50 PM
NA		Thomas Education Center	07:05 AM	01:50 PM
NA		Drew, Charles Family Resource Center (Teen Parent)	09:30 AM	04:30 PM
SA		Gulfstream Early Learning Center	08:00 AM	02:00 PM
SA		Henry D. Perry Education Center	09:30 AM	04:30 PM
SA		Henry D. Perry Education Center (Teen Parent)	09:30 AM	04:30 PM

Center				
Area	**Change**	**School Name**	**Open**	**Close**
SA		Lanier-James Education Center	09:45 AM	03:45 PM
Countywide		Lauderhill 6-12 STEM-MED Magnet	09:30 AM	04:30 PM
Countywide		McFatter, William T. Technical College	09:15 AM	04:15 PM
Countywide		McFatter, William T. Technical College (Share)	09:15 AM	01:00 PM
CA		Pine Ridge Education Center	09:45 AM	03:45 PM
SA		Sheridan Technical College at Sunset	07:00 AM	01:45 PM
SA		Sheridan Technical College at Sunset (CDE Share AM)	07:00 AM	10:45 AM
SA		Sheridan Technical College at Sunset (CDE Share PM)	10:45 AM	01:45 PM
CW		The Quest Center	09:30 AM	03:30 PM
CA		Whiddon-Rogers Education Center	09:30 AM	04:30 PM
SA		Whispering Pines Center (all grade levels)	09:30 AM	03:45 PM
CA		Wingate Oaks Center	09:15 AM	03:15 PM
CA		Wingate Oaks Center (PRE-K/ESE)	09:15 AM	03:15 PM

○ Denotes School Time Change for the 2026-2027 School Year - Submitted for board approval

Print Date 5/26/2026

CA: Central, NA: North, CW: Central West, SA: South, SW: South West

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Charter Schools/Management Support

Agenda Item Number:	M-6.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Charter School Deferral - Florida Charter School Organization IV, Inc. - SACS …

REQUESTED ACTION:

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

RATIONALE:

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

EXHIBITS:

Executive Summary
Contract Negotiation Letter
Sunbiz - ONLINE
Original Application - ONLINE

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:	Donte F. Collins	Phone:	754-321-2135

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer May

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: (754) 321-2650

EXECUTIVE SUMMARY

Charter School Deferral- Florida Charter School Organization IV, Inc. – SACs III

Board Meeting Date: June 9, 2026

Requested Action:
Approve the request to defer the opening of Florida Charter School Organization IV, Inc. d/b/a Summit Academy Charter School III until the 2027-2028 school year.

General Information

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

District-zone Impact/Board Member: District 6	
School Board Policy Requirement	• Policy 1163
Statutory Requirement	• Section 1002.33(6)(b)(5), Florida Statutes
If the School Board votes "Yes"	• Pursuant to section 1002.33, Florida Statutes, Florida Charter School Organization IV, Inc. d/b/a Summit Academy Charter School III will defer the opening of its charter school until the 2027 – 2028 school year. Upon approval of an application, the initial startup shall commence with the beginning of the public-school calendar for the district in which the charter is granted. A charter school may defer the opening of the school's operations for up to 3 years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school.
If the School Board votes "No"	• Pursuant to Section 1002.33(6)(b)5, Florida Statutes, The School Board of Broward County, Florida will fail to exercise its duties as Sponsor by granting a deferral to the 2026-2027 school year for the aforementioned approved charter applicant.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations

Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History

On December 16, 2025, The School Board of Broward County, Florida approved a charter school application for Summit Academy III enabling the approved charter applicants to open a charter school for the 2026-2027 school year. Section 1002.33(6)(b)5, Florida Statutes, states that "[u]pon approval of an application, the initial startup shall commence with the beginning of the public-school calendar for the district in which the charter is granted. A charter school may defer the opening of the school's operations for up to three (3) years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school.

Florida Charter School Organization IV, Inc. seeks to request a deferral for good cause citing: inability to secure a suitable facility. The Superintendent of Schools recommends that The School Board of Broward County, Florida, exercising its duties as Sponsor, grants a deferral to the 2026-2027 school year for the aforementioned approved charter applicants pursuant to Section 1002.33(6)(b)5, Florida Statutes. Prior to executing a written contractual agreement with The School Board of Broward County, Florida, the approved applicant shall update its charter school application in the areas of 1) budget, and 2) any applicable modifications resulting from this delay.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Agreement Term: July 1, 2027, through June 30, 2042
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): Not Applicable **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.		
Budget Impact Summary Statement: There is no financial impact to the District.		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
Not Applicable	Not Applicable	Not Applicable

Budget Authority Request(s)

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

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

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

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected	

Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

- Contract Negotiation Letter
- Sunbiz – ONLINE
- Original Application - ONLINE

Charter Schools Management/Support Department
Donté F. Collins, Director
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2135 • fax: 754-321-2138
donte.collins@browardschools.com

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 23, 2026

Mr. Gus Prats
Florida Charter School Organization IV, Inc.
Summit Academy Charter School III
11421 NW 56th Drive
Coral Springs, FL 33076

Dear Mr. Prats,

RE: REQUEST TO CONTINUE CONTRACT NEGOTIATIONS FOR THE OPENING OF A NEW CHARTER SCHOOL IN THE 2026-2027 SCHOOL YEAR

Pursuant to Section 1002.33(7)(b), Florida Statutes,

> The sponsor has 30 days after approval of the application to provide an initial proposed charter contract to the charter school. The applicant and the sponsor have 40 days thereafter to negotiate and notice the charter contract for final approval by the sponsor unless both parties agree to an extension….
>
> * * *

The application for Summit Academy Charter School III ("Applicant') was approved by The School Board of Broward County, Florida ("Sponsor") at a Regular School Board Meeting on December 16, 2025. The Sponsor is currently prepared to continue contract negotiations with the Applicant for the opening of school for the 2026-2027 school year.

Pursuant to applicable laws, an approved applicant may defer the opening of the charter school for up to three (3) years following application approval. In preparation for the 2026-2027 school year, the Sponsor requests that the Applicant indicate its decision regarding the school's opening by selecting the appropriate option below.

- ☐ **The Applicant will continue contract negotiations and will open the school in accordance with the first day of the School Board of Broward County (SBBC) 2026 – 2027 school year.** The Applicant acknowledges that a facility location is required at the time of submission of

the MSID application and that no funds will be released until a facility is secured and the required documentation is provided to the Sponsor. Documentation must be received by April 10, 2026.

☐ **The Applicant will defer the opening of school and will open in accordance with the first day of the SBBC 2026- 2027 school year.**

☒ **The Applicant will defer the opening of school and will open in accordance with the first day of the SBBC 2027- 2028 school year.**

☐ **The Applicant will defer the opening of school and will open in accordance with the first day of the SBBC 2028- 2029 school year.**

☐ **The Applicant will defer the opening of school and will open school in accordance with the first day of the SBBC 2029-2030 school year.** The Applicant acknowledges that no additional deferrals will be permitted beyond this point and that the approved application **will sunset** if the charter school does not open for the 2029-2030 school year.

The undersigned approved Applicant hereby acknowledges receipt of the proposed charter contract as specified in statute and agrees to a negotiation extension pursuant to Section 1002.33(7)(b), Florida Statutes.

Florida Charter School Organization IV, Inc.
Name of Not for Profit

Summit Academy Charter School III
Applicant's Printed Name

Gustavo Prata 3/25/2026
Applicant's Representative Signature Date

Please return this letter to our office with your indicated decision by **Wednesday, March 25, 2026**.

Professionally,

Donté F. Collins

Donté F. Collins

DFC/RS:nma

C: Valerie S. Wanza, Ph.D., Chief Strategy & Innovation Officer
Donté F. Collins, Director, Charter Schools Management/Support Department
Rhonda Stephanik, Coordinator, Charter Schools Management/Support Department
Detra Adams, Coordinator, Charter Schools Management/Support Department

Electronic Articles of Incorporation For

FLORIDA CHARTER SCHOOL ORGANIZATION VII, INC.

N25000010554
FILED
August 18, 2025
Sec. Of State
kcostello

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FLORIDA CHARTER SCHOOL ORGANIZATION VII, INC.

Article II

The principal place of business address:

11421 NW 56 DRIVE
CORAL SPRINGS, FL. US 33076

The mailing address of the corporation is:

11421 NW 56 DRIVE
CORAL SPRINGS, FL. US 33076

Article III

The specific purpose for which this corporation is organized is:

ORGANIZED EXCLUSIVELY FOR EDUCATIONAL PURPOSES INCLUDING FOR SUCH PURPOSES, THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT AS 501C3 ORGANIZATIONS UNDER THE IRS CODE OR CORRESPONDING SECTION OF FUTURE TAX CODES.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

SHAWN A ARNOLD
3840 CROWN POINT ROAD
SUITE B
JACKSONVILLE, FL. 32257

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SHAWN A, ARNOLD

N25000010554
FILED
August 18, 2025
Sec. Of State
kcostello

Article VI

The name and address of the incorporator is:

DERICA FLAGG
11421 NW 56 DRIVE

CORAL SPRINGS, FL 33076

Electronic Signature of Incorporator: DERICA FLAGG

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: T
KIMBERLY A JOHNSON
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: S
JULISSA BERMUDEZ
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: P
DERICA FLAGG
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: D
ELISA RIZO
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: VP
MARI CANETTI
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Article VIII

The effective date for this corporation shall be:

09/09/2025

Model Florida Charter School Application - STANDARD

Summit Academy Charter School III
Submitted to: *Broward County Public Schools - Charter School Support*
Submitted by: *Gus Prats*
Submitted at: *10/29/2025 02:38 PM*

Application Elements

Elements Reviewed: **29 / 29**

I) APPLICATION COVER SHEET

Form Result

General Information

NAME OF PROPOSED CHARTER SCHOOL	Summit Academy Charter School III
NAME OF NON-PROFIT ORGANIZATION / MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED	Florida Charter School Organization VII, Inc.
If a non-profit organization, has it been incorporated with Florida's Secretary of State?	Yes

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON	Gus Prats
TITLE / RELATIONSHIP TO NON-PROFIT	Management
MAILING ADDRESS	11421 NW 56 Drive, Coral Springs, Florida, 33076
PRIMARY TELEPHONE	+1(954) 603-3303
ALTERNATE TELEPHONE	-
E-MAIL ADDRESS	gprats@summitacademy.org

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider.

	First Name	Last Name	Current Job Title	Current Employer	Role with Proposed School
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Projected Date of School Opening: 07/01/2025 (UTC)

Do any of the following describe your organization, or the school proposed in this application?

Seeks approval to convert an already existing public school to charter status. (Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.): No

If YES, please attach as Attachment A: evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.)

Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.	No
Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.	No
Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.	No
Will contract or partner with an Education Service Provider (ESP).	Yes
If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.	Charter School Partners, LLC
Seeks approval to replicate an existing school model.	Yes
Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S..	No
Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here?	Yes

If Yes, complete the following table

	State	Authorizer Name	Proposed School Name	Application Due Date	Decision Date
1.					
2.					
3.					
4.					
5.					

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future?

Yes

If yes, complete the table below.

	Planned School Name	Authorizer	City	State	Opening Date
1.					
2.					
3.					
4.					
5.					

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States?

Yes

Attachment DD: Applicant history worksheet (Form IEPC-M1A)

Applicant-History-Worksheet_ Summit III.xlsx

23.13 KB • Added 2 months ago

Acknowledgement

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

Switch

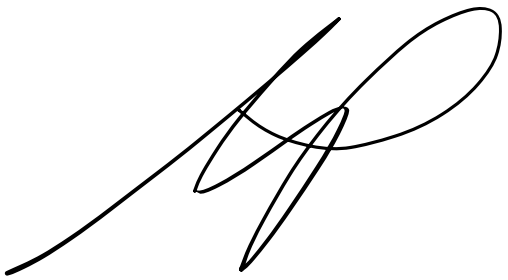
I Agree

Gus Prats

Management

09/08/2025 (UTC)

Signature



Element Review

Rating/Description
Completed Added by Celia Jimenez at 10/10/2025
Completed Added by Terri Coyle at 10/14/2025
Completed Added by Melissa Jean Miller` at 10/13/2025
Completed Added by Melissa Pariaug at 10/10/2025
Completed Added by Patricia Transue at 10/09/2025
Completed Added by Nicole Marsala at 10/09/2025
Completed Added by David Shelley at 10/09/2025
Completed Added by Joe Luechauer at 10/07/2025
Completed Added by Rhonda L. Stephanik at 10/07/2025
Completed Added by Lagaylia Gray at 10/06/2025
Completed - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

II) EXECUTIVE SUMMARY

Form Result

The Executive Summary should provide a concise overview of the proposed plan for the school; its mission and vision; the educational need for the school and the anticipated student population; the education plan and school design; the school culture; community engagement or partnerships to date; and the applicant team's capacity to successfully open and operate a high-quality school given the above considerations.

The Executive Summary should not exceed 2 pages and will not be counted against the page limits.

This section will not be rated and will not be a basis for an approval or denial decision. The Executive Summary should provide a concise overview of the proposed plan.

Our envisioned charter school, Summit Academy Charter School III, in Broward County, Florida, represents an innovative educational paradigm that integrates Humane Sciences into the fabric of learning. As a replication of Summit Academy, a high-performing charter school in Broward County with a consecutive 'A' grade according to the Florida Department of Education, we bring proven strategies, systems, and a legacy of academic excellence to Broward County. Our mission is rooted in nurturing compassionate, globally conscious citizens who champion empathy, critical thinking, and ethical responsibility. Our overarching vision is to create a vibrant learning community that seamlessly blends Humane Sciences with traditional subjects, fostering a profound understanding of the interconnectedness of all life forms. Through innovative pedagogical approaches and a profound commitment to social responsibility, we are dedicated to delivering an exceptional educational experience that empowers students to excel academically and as conscientious global citizens.

Our school envisions an inclusive and intellectually stimulating environment where students develop a deep understanding of Humane Sciences while embracing diversity, empathy, and innovation. By cultivating a strong sense of community and mutual respect, our vision is to inspire students to become catalysts of positive change both locally and globally.

As a replication of Summit Academy, Summit Academy builds upon a proven model of success, characterized by individualized attention, differentiated instruction, and a supportive community. This approach aligns seamlessly with the anticipated student population we aim to serve. Summit Academy will be a haven for diverse learners, providing an education that resonates with our mission's core values. By offering tailored instruction and fostering a nurturing environment, we aim to empower students to excel both academically and ethically, just as Summit Academy has successfully done in Broward County.

The heart of our educational program lies in the integration of Humane Sciences within the core academic areas. This approach ensures alignment with Florida standards while nurturing students' holistic development. Our learning environment will be a dynamic blend of classroom-based instruction, collaborative projects, and experiential learning opportunities. With a focus on small class sizes, we are poised to provide personalized instruction that caters to varied learning needs, continuing the high standards set by Summit Academy.

Responding to the need for a holistic approach to education, we anticipate serving a diverse student population reflective of

Broward County's cultural richness. In a world grappling with complex challenges, our students will emerge as empowered advocates for positive change. We anticipate an inclusive student population that mirrors the county's cultural diversity, embracing children from varied backgrounds and perspectives.
Our curriculum is designed as a dynamic tapestry where Humane Sciences, traditional subjects, and experiential learning intertwine. We champion inquiry-based learning, encouraging students to think critically and creatively. Blending classroom-based instruction with technology integration, we prepare our students for the digital age while fostering meaningful connections to real-world scenarios.
Our school culture is built upon the pillars of empathy, respect, and collaboration. We believe that embracing diversity enriches learning experiences and cultivates a well-rounded perspective. Cultural awareness is woven into every facet of our environment, creating a space where students grow academically and socially through shared experiences.
We have embarked on a journey of community engagement, forging partnerships with local organizations, cultural institutions, and eco-conscious initiatives. These collaborations enhance our curriculum by providing students with practical insights beyond textbooks, fostering a deeper connection between the classroom and the community they will ultimately serve. Engaging with community partners and cultural institutions, our curriculum extends beyond the classroom, enabling students to explore practical applications of their learning.
Our team brings a robust blend of educational expertise, community advocacy, and visionary leadership. As with Summit Academy, Summit Academy is united by a shared commitment to delivering an education that is both academically rigorous and aligned with our mission and vision. Our team's collective capacity positions us well to successfully open and operate a high-quality school that embraces the values of empathy and ethical responsibility.
Community engagement and parental involvement are integral to our school's ethos. Our dedicated governing board will uphold ethical standards and ensure sound governance. We are committed to open communication, fostering strong partnerships between parents, students, and the school. An appointed representative will facilitate parental involvement and address concerns.
In terms of operations, securing a suitable facility is of utmost importance. We will prioritize safety by implementing Alyssa's Law protocols, active assailant response plans, and threat assessment teams. Our approach emphasizes both physical

safety and cultivating a culture of open reporting and clear disciplinary procedures.

Financial accountability and sustainability underscore our operational philosophy. Our financial management will adhere to the highest standards of transparency, internal controls, and compliance with legal requirements. Through prudent budgeting, we will efficiently allocate resources, always prioritizing the best interests of our students and their education.

In summary, Summit Academy Charter School III is a replication of the successful Summit Academy, building upon a transformative approach to K-8 education by seamlessly integrating Humane Sciences into the learning journey. By weaving Humane Sciences into the curriculum, fostering an inclusive learning environment, and nurturing strong community partnerships, we aspire to cultivate lifelong learners, compassionate leaders, and active contributors to a better world. With a mission to cultivate compassionate, globally conscious citizens, we are driven by an unwavering commitment to preparing students for the complexities of the world they will inherit. Through innovative curriculum design, community engagement, and a passionate team, we are poised to establish a transformative institution that equips students with the skills, values, and mindset needed to thrive in a rapidly changing global landscape.

Evaluation Rubrics

This application element is not evaluated

III) EDUCATIONAL PLAN

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

1. Mission, Guiding Principles and Purpose

Reviewer Instructions

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

Statutory References:

s. 1002.33(2)

Evaluation Criteria:

A response that meets the standard will present:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Form Result

A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

- *If the applicant is proposing a classical charter school, include how the school will emphasize the development of students in the principles in moral character and civic virtue through a well-rounded education in the liberal arts and sciences, which is based on the classical trivium stages of grammar, logic, and rhetoric.*

Mission Statement:

Inspiring Compassion, Nurturing Curiosity: Our proposed charter school in Broward County, Florida, is dedicated to cultivating a dynamic educational environment where students in grades K-8 embark on a transformative journey of humane sciences exploration. Our mission is to instill a profound sense of empathy, ethical awareness, and global responsibility in each student. Through an innovative curriculum that seamlessly integrates humane sciences with traditional subjects, we aim to empower future leaders who embrace diversity, practice compassion, and drive positive change, both locally and globally.

Vision Statement:

In our envisioned future, our charter school stands as a beacon of educational excellence, igniting young minds with a passion for knowledge and compassion. We envision a vibrant and inclusive community where students, educators, and families collaborate in fostering a deep understanding of the interdependence of all living beings and the planet. By cultivating critical thinking, cultural sensitivity, and a commitment to environmental sustainability, our graduates will thrive as ethical decision-makers, social innovators, and advocates for a better world. Our vision is to nurture graduates who radiate empathy, champion human welfare and ecological harmony, and leave an indelible mark on Broward County, Florida, and the global community.

Broward Public Schools Strategic Vision:

Summit Academy Charter School III is committed to advancing the Broward County Strategic Plan as outlined in the Florida Department of Education Authorizer's Report published in January 2025. We embrace the district's vision to become premier centers of knowledge, organized around students and the quality of the work provided to them, with a promise to move from good to great by creating challenging, engaging, and meaningful learning experiences for every child, every day. Summit Academy Charter School III will uphold this vision by maintaining high academic and ethical standards, operating with the autonomy afforded to charter schools while ensuring accountability for student outcomes and fiscal responsibility, and protecting student and public interests through a safe, caring, and inclusive environment. In partnership with Broward Public Schools, parents, and the community, we will work collaboratively to ensure all students graduate prepared with the knowledge, skills, and desire to succeed. Summit Academy Charter School III will complement the district's initiatives while serving as a model of innovation, community engagement, and

student-centered excellence that strengthens the entire public school system.

B. Describe how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.*
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.*
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.*

    - *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) 7, 21-23
    - *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) 28-29, 50-51, 54-57
    - *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) 19-21

C. Describe how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.*
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.*
- *Encourage the use of innovative learning methods.*
- *Require the measurement of learning outcomes.*

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.* PAGE(S) 7, 12, 14-16
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) 7, 10-14
- *Encourage the use of innovative learning methods.* PAGE(S) 7-10
- *Require the measurement of learning outcomes.* PAGE(S) 14, 16-19

D. Describe how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note "N/A". **This section is optional.**
In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.*
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.*
- *Expand the capacity of the public school system.*
- *Mitigate the educational impact created by the development of new residential dwelling units.*
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.*

N/A

Evaluation Criteria: Mission, Guiding Principles, and Purpose

Reviewers will look for:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 10/01/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

2. Target Population and Student Body

Reviewer Instructions

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school's charter.

Statutory Reference(s):

s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Form Result

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[2] If the applicant intends to have enrollment preferences they should be described in the ***Student Recruitment and Enrollment*** section.

---

[2] For operators intending to apply and be eligible for federal funding under the US Department of Education's Charter Schools Program, recruitment and admissions policies and practices must meet all federal requirements. *See* Charter Schools Program, Title V, Part B of the ESEA, Non-regulatory Guidance, Section E. (Lottery, Recruitment and Admissions).

The anticipated student population to be served by our proposed charter school aligns seamlessly with the school's mission, emphasizing the integration of humane sciences, compassion, and responsible global citizenship. We envision a diverse and inclusive student body that encompasses a broad range of backgrounds and characteristics, fostering an environment of mutual respect, understanding, and collaborative learning.

Alignment with the School's Mission:

Diversity of Backgrounds: Our anticipated student population reflects the rich diversity found in the Broward community, including a mix of racial, ethnic, socioeconomic, and cultural backgrounds. This diversity aligns with our mission to cultivate empathy and cultural sensitivity among students, preparing them to engage thoughtfully in a globalized world. Broward's current demographics of **243,553** school aged children enrolled in BCPS during 2024-2025 are: 39.1% Hispanic, 38.1% Black/African American, 16.1% White, 3.7% Asian, 2.6% Multiracial and 0.2% American Indian/ Native Alaskan. The current population of economically disadvantaged students in Broward County is 53.2%.

Empathy and Compassion: Students joining our school are expected to come with an inherent curiosity and willingness to explore humane sciences, showcasing their genuine interest in understanding and addressing societal and environmental issues. This resonates with our mission to inspire compassion and ethical awareness, nurturing their sense of responsibility for both human welfare and the well-being of all living beings.

Commitment to Ethical Decision-Making: The student population is anticipated to include families who value ethical decision-making and the development of strong moral character. Our mission aligns perfectly with this commitment by infusing ethics and integrity into every aspect of education, empowering students to make principled choices.

Global Awareness: Students who enroll in our school are likely to share an interest in global perspectives and cross-cultural understanding. Our mission dovetails with this by fostering a broader outlook on the interconnectedness of the world, preparing students to contribute as responsible global citizens.

Environmental Consciousness: Given Broward's environmental concerns and its relevance in Florida's ecosystem, our anticipated student population will likely include families who value environmental sustainability. This aligns with our mission to nurture a sense of responsibility for ecological harmony and the well-being of the planet.

Enrollment Preferences and Limitations:

In accordance with the provisions of section 1002.33(10)(d) & (e), F.S., we acknowledge that our charter school may be allowed to give enrollment preferences or implement limitations based on certain student populations, such as students within specific age groups or grade levels and students who reside within a reasonable distance of the school, subject to certain provisions described in the law.

In Section 14 of our application, we will provide a detailed description of our intended enrollment preferences, ensuring that they are in full compliance with state regulations and are aligned with our mission to foster an inclusive, compassionate, and diverse learning environment. These preferences will be designed to further our commitment to equal educational opportunities while addressing the unique needs and circumstances of specific student populations as permitted by law.

B. If a facility has not been identified in the ***Facilities*** section of this application, state the geographic area which the applicant intends to serve.

In Section 16 of our application, we acknowledge that a facility has not yet been identified. However, we are committed to serving the educational needs of the Broward County community. The geographic area we intend to serve encompasses neighborhoods and districts within Broward County and possibly within the Hollywood area. Our goal is to provide accessible and quality education to a diverse range of students from various neighborhoods, ensuring that our charter school becomes a valuable resource for families throughout the broader Broward area. As we progress in our application process and secure a facility, we will provide specific details regarding the physical location and its accessibility to the community we intend to serve.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

Five Year Enrollment Projections

	Year 1	Year 2	Year 3	Year 4	Year 5
K					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
Total	0	0	0	0	0

D. Provide a brief explanation of how the enrollment projections were developed.

Enter explanation here

The charter school will serve no more than the Certificate of Occupancy of the facility states as a maximum. Furthermore, the applicant will notify the sponsor in accordance with the Florida Statutes of projected changes to enrollment.

Enrollment projections for the K-8 school were developed through a combination of demographic data analysis, local population trends, and educational demand considerations. Although some charter schools in Broward County have opened with less students than we have projected, we must take into consideration the increase in population.

Demographic Analysis: Data was collected on the current population of school-aged children in the County of Broward and the surrounding areas. This analysis, conducted by CBRE LLC, included factors such as age distribution, household composition, and racial/ethnic backgrounds. The goal was to understand the potential pool of students that the school could draw from.

Population Trends: Historical and current population trends in Broward were examined to identify any growth or decline patterns in the school-aged population. This information helped project how the student population might change over the coming years. Information was gathered using US Census data as well as information from established projection models.

Educational Demand: Market research and surveys were conducted to assess the demand for a K-8 school with a focus on humane sciences in the Broward area. This included gauging parent interest, preferences for alternative education approaches, and the alignment of the proposed curriculum with community values.

Local Factors: Consideration of local factors, such as nearby schools, their capacities, and educational offerings, played a role in estimating the enrollment for the new school. Additionally, economic conditions and employment opportunities in the area impact enrollment projections.

Community Engagement: Input from the community, including potential parents, educators, and stakeholders, was gathered through meetings, focus groups, or surveys. This assisted in understanding the community's level of interest and support for the school.

Comparable Schools: Most enrollment projections and school-based demographics information was derived from the FLDOE Broward County Report Card for the 2024-2025 school year. Similar charter schools or educational institutions in other areas, their enrollment patterns, ESE and ELL populations and experiences were considered to inform projections for the new school.

Adjustments and Scenarios: Enrollment projections involved multiple scenarios based on different assumptions, such as varying rates of growth, marketing effectiveness, and community engagement outcomes. These scenarios helped account for uncertainties and plan for different contingencies.

Expert Consultation: Education experts, demographers, and data analysts have been consulted to provide insights and expertise in projecting enrollments, considering factors like birth rates, migration patterns, and educational trends.

Feedback Loops: As the school becomes established, the enrollment projections will be continuously refined based on actual enrollment numbers, feedback from parents and students, and other real-world factors that emerge.

It's important to note that enrollment projections are estimates and can be influenced by various factors. Flexibility in accommodating different enrollment outcomes is often built into the school's planning and budgeting processes.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

Enter explanation here

The decision regarding the number of students and grade levels served in year one, as well as the growth plan for subsequent years, is rooted in a strategic approach to ensure a smooth and impactful launch while maintaining the quality of education and the integrity of our mission.

Year One (Initial Year):

In the first year, we have chosen to begin with a focused enrollment, serving a limited number of students in each grade level. This approach allows us to establish a strong foundation for our educational programs, develop a close-knit school community, and ensure personalized attention to each student. By commencing with a manageable student population, we can effectively refine our curriculum, teaching methodologies, and administrative processes, thereby setting the stage for sustainable growth.

Growth Plan (Subsequent Years): The growth plan outlined in subsequent years is informed by the following factors:

Educational Excellence: As we expand grade levels in subsequent years, we prioritize maintaining the quality of education and preserving our commitment to humane sciences, compassion, and global awareness. Gradual growth enables us to ensure that each new grade level receives the same high standard of education that our initial cohorts experienced.

Faculty and Resources: Our growth plan takes into account the recruitment and professional development of qualified educators who resonate with our mission. Scaling up in a thoughtful manner ensures that we can adequately support our faculty and provide students with the attention and resources they deserve.

Physical Facilities: The growth plan considers the identification and preparation of appropriate physical facilities. We aim to secure a facility that accommodates the growing student population, adheres to safety standards, and fosters an environment conducive to our educational goals.

Community Engagement: Each phase of growth involves engaging with the community, parents, and stakeholders to ensure that the expansion aligns with the evolving needs and expectations of the Broward area.

Sustainability: The growth plan is designed to be sustainable, both academically and financially. Gradual expansion allows us to maintain fiscal responsibility and avoid compromising the quality of education or the unique ethos of our school.

In summary, our approach balances the desire to provide transformative education with the need to ensure a strong foundation for our students and school community. We are committed to a thoughtful and deliberate growth trajectory that

aligns with our mission, values, and the educational aspirations of our students and families.

Evaluation Criteria: Target Population and Student Body

Reviewers will look for:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Notes

Concern was added at 10/14/2025 11:11 AM by Sweta Soni

Enrollment projections were not provided

Element Review

Rating/Description
Partially Meets the Standard Added by Sweta Soni at 10/14/2025
Meets the Standard Added by Marion Williams at 10/15/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

3. Educational Program Design

Reviewer Instructions

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

Statutory Reference(s):

s. 1002.33(7)(a)2.

Evaluation Criteria:

A response that meets the standard will present an educational program design that:

- An educational program design that:
  - Is clear and coherent;

    - Is based on effective, experience or research-based educational practices and teaching methods, and high standards for student learning;
    - Aligns with the school's mission and responds to the needs of the school's target population, and
    - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Form Result

A. Describe the proposed charter school's educational program.

The proposed charter school's educational program is designed to offer a unique and comprehensive learning experience centered around humane sciences, fostering empathy, critical thinking, and responsible global citizenship. Our program integrates traditional subjects with the principles of humane sciences, cultivating a holistic approach to education that prepares students for success in an interconnected world. Here's an overview of our educational program:

Humane Sciences Curriculum: Our curriculum places a strong emphasis on humane sciences, encompassing a range of subjects that explore the interconnectedness of life, ethical decision-making, and global challenges. Students learn about animal welfare, environmental sustainability, social justice, and cultural diversity. This interdisciplinary approach encourages students to think critically and reflect on their role in promoting positive change.

Integrated Learning: We believe in the power of integration. Core subjects such as language arts, mathematics, science, and social studies are interconnected with humane sciences concepts. For example, students might explore literature that highlights empathy, analyze data related to environmental issues in mathematics, or study historical events through a lens of social responsibility.

Experiential Learning: We embrace experiential learning as a key pedagogical approach. Students engage in hands-on projects, field trips, and community service initiatives that allow them to apply their learning to real-world situations. Whether it's participating in local environmental conservation efforts or volunteering at animal shelters, students gain a deeper understanding of the impact they can make.

Cultural Enrichment: Cultural diversity is celebrated through our curriculum. Students learn about different cultures, traditions, and perspectives, fostering respect and empathy for others. Activities, festivals, and guest speakers create a dynamic and inclusive learning environment.

Ethical Education: Ethical education is woven into every facet of our program. Through discussions, case studies, and reflective practices, students develop strong moral character, ethical reasoning, and the ability to make principled decisions in both personal and societal contexts.

Environmental Awareness: Given our commitment to environmental sustainability, students learn about ecological systems, conservation, and sustainable practices. Outdoor activities, nature studies, and eco-friendly initiatives contribute to a sense of responsibility for the planet.

Global Perspectives: Our program encourages students to think globally. Through projects, virtual exchanges, and collaborations with schools around the world, students gain a deeper understanding of global issues and develop the skills to collaborate on solutions.

Individualized Support: We recognize the uniqueness of each student. Our educators provide differentiated instruction to meet diverse learning styles, abilities, and interests. Small class sizes ensure personalized attention, fostering both academic growth and well-being.

In summary, the proposed charter school's educational program is a pioneering blend of humane sciences, traditional subjects, experiential learning, and ethical education. Through this innovative approach, we aim to nurture compassionate, informed, and globally aware individuals who are well-equipped to create positive change in their communities and beyond.

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

Our proposed charter school offers a dynamic and engaging learning environment that combines classroom-based instruction with experiential learning and blended learning strategies. This approach ensures a well-rounded education that aligns with our mission of nurturing empathy, critical thinking, and responsible global citizenship.

Classroom-Based Instruction: Classroom-based instruction forms the foundation of our learning environment. In these spaces, students engage in interactive discussions, collaborative projects, and hands-on activities that foster deeper understanding and connection with the curriculum. Expert educators facilitate these sessions, providing guidance and personalized support.

Experiential Learning: We believe that learning is most impactful when students directly engage with the subject matter. Experiential learning takes place through field trips, community service, and hands-on projects. This approach allows students to apply classroom concepts to real-world situations, reinforcing the values of empathy and responsible citizenship.

Blended Learning: To accommodate diverse learning styles and prepare students for technology-driven environments, we incorporate blended learning approaches. This entails a combination of in-person instruction and digital resources, allowing students to access learning materials, conduct research, and collaborate online. Blended learning enhances self-directed learning skills while maintaining the benefits of traditional classroom interactions.

Our choice of class size and structure is guided by our mission to provide individualized attention, foster a sense of community, and create a supportive environment for each student's holistic growth.

Smaller Class Sizes: We maintain smaller class sizes to ensure personalized attention and meaningful interactions between educators and students. This allows educators to address individual learning needs, promote active engagement, and build relationships that facilitate development. Our class sizes are not based on averages but a true 18:1 or 22:1 ratio.

Collaborative Structure: Our classrooms are designed to encourage collaboration and open dialogue. Group discussions, peer collaborations, and team projects enable students to learn from one another's diverse perspectives, promoting a deeper understanding of the interconnectedness of the world.

<u>The learning environment aligns seamlessly with our mission:</u>

Empathy and Collaboration: The classroom-based and collaborative structure nurtures empathy and effective

communication, values that are essential to responsible global citizenship.

Experiential Learning: The experiential learning component reinforces the principles of compassionate action and environmental stewardship, directly reflecting our mission's emphasis on empathy and ethical responsibility.

The educational program of our proposed charter school is informed by a well-rounded research base that draws from various educational theories, methodologies, and best practices. Our approach is founded on a synthesis of educational research that supports the integration of humane sciences, experiential learning, and holistic development.

Humane Sciences and Ethical Education: Research on humane education, ethical reasoning, and character development underpins our focus on empathy, compassion, and ethical decision-making. Studies emphasize the importance of nurturing these qualities to create responsible citizens.

Experiential and Project-Based Learning: The use of experiential and project-based learning is supported by research that highlights its effectiveness in promoting deeper understanding, engagement, and retention of knowledge. These methodologies align with our goal of fostering real-world connections and practical application.

Life Skills and Wellness: Our program incorporates life skills and wellness principles to foster emotional intelligence, self-awareness, and interpersonal skills, aligning with our mission to nurture holistic growth.

Global Citizenship Education: The concept of global citizenship education is informed by research on cultivating global awareness, intercultural competence, and a sense of responsibility for the planet. Our program draws from this research to prepare students as responsible, active global citizens.

Inquiry-Based Learning and Critical Thinking: Research on inquiry-based learning and critical thinking underscores their role in developing problem-solving skills, curiosity, and analytical thinking. These aspects are integrated into our curriculum to encourage students to think critically about complex global issues.

Multidisciplinary and Integrated Curricula: The use of multidisciplinary and integrated curricula is informed by research showing that these approaches foster connections between subjects, leading to a deeper understanding of the material. Our program uses this approach to weave humane sciences into traditional subjects.

As we move forward, we remain committed to ongoing reflection and refinement based on the latest educational

research to continually enhance our students' learning experiences.

C. Describe the research base used to design the educational program.

The educational program is grounded in a comprehensive research base and designed to align closely with Florida statutes and the specific requirements of the Broward County Pupil Progression Plan and Reading Plan. This alignment ensures a high-quality educational experience that meets state standards and local expectations while supporting high achievement, engagement, and student growth. Drawing on educational psychology, developmental learning theories, and evidence-based instructional practices, the program emphasizes a balanced approach to academics, life skills learning, and critical thinking. Some of the research used in planning the educational design is published by National Institute of Health, The Aspen Institute and The Learning Policy Institute.

Core elements include differentiated instruction, allowing students to progress at individual paces, supported by Florida Statute § 1008.25, which mandates remediation and progression protocols to support student achievement. The use of formative assessments is integral to this model, ensuring alignment with state requirements and enabling instruction tailored to student needs—a practice extensively supported by research showing that personalized learning enhances achievement and motivation.

Cognitively based strategies, such as spaced repetition and active learning, are also employed, following evidence indicating these methods enhance retention and mastery over time. Additionally, the program integrates project-based learning (PBL), rooted in constructivist theories, to foster collaborative problem-solving skills. This approach supports the development of skills essential for long-term success, including communication, teamwork, and adaptability, as outlined in the Broward County Pupil Progression Plan's emphasis on skill mastery and real-world readiness.

A strong focus on reading development is built into the program, directly aligned with the Broward County Reading Plan and Florida Statute § 1003.4156, which outlines reading intervention and proficiency goals. Targeted reading strategies and interventions address diverse literacy needs, ensuring students achieve benchmarks that support their progression.

Lastly, character education is a critical pillar of the program, based on research showing the long-term impact of life skills learning on academic and personal success, in alignment with Florida’s character education requirements.

With this strong foundation in state and local guidelines and research-based strategies, the educational program is innovative, inclusive, and impactful, ensuring that all students are prepared for success within the classroom and beyond.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

Attachment B: Sample daily school schedule and annual school calendar

Attachment B.pdf
2.43 MB • Added 2 months ago

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

The services that our proposed charter school will provide to the target population are carefully designed to support the attainment of state-adopted standards as required by section 1002.33, F.S. Our educational approach, which integrates humane sciences with traditional subjects, is strategically aligned with state standards to ensure that our students meet and exceed the academic expectations while also fostering the values and skills outlined in our mission. Here's how our services support the attainment of state-adopted standards:

Curriculum Alignment: Our curriculum is intentionally aligned with state-adopted standards for each subject area. While integrating humane sciences, we ensure that the core concepts and skills required by the state standards are covered. This alignment is achieved through careful mapping of curriculum objectives and cross-referencing them with the relevant standards.

Rigorous Learning: Our approach emphasizes academic rigor by addressing the cognitive demands outlined in state standards. Through engaging activities, thoughtful assessments, and challenging projects, students are exposed to complex ideas and encouraged to apply critical thinking skills, ensuring their preparedness for standardized assessments.

Transdisciplinary Learning: We believe that real-world issues often require a multidisciplinary understanding. By incorporating humane sciences across subjects, we encourage students to make connections between different content areas. This approach not only promotes holistic understanding but also supports the development of higher-order thinking skills.

Experiential Learning and Application: Our focus on experiential learning and application is closely tied to state standards that emphasize practical skills and real-world relevance. Students apply their learning through projects, investigations, and community engagement, demonstrating mastery of both content and skills.

Individualized Support: Services such as differentiated instruction, tutoring, and academic interventions are provided to meet the diverse needs of our student population. This personalized approach ensures that every student has the opportunity to grasp and excel in the subject matter, aligning with standards for equitable access and achievement.

Assessment and Progress Monitoring: We assess student learning through a variety of methods, including formative and summative assessments. Assessments are designed to align with state-adopted standards, providing valuable data to measure progress and inform instructional decisions.

Life Skills and Wellness: Supporting students' development aligns with the state's emphasis and requirements per statute on whole-child education. Wellness services help students manage emotions, develop interpersonal skills, and maintain a positive attitude towards learning, contributing to overall academic success.
In summary, our school's services are intentionally structured to align with state-adopted standards, ensuring that students not only meet academic expectations but also develop the values, skills, and competencies outlined in our mission. The integration of humane sciences, experiential learning, and individualized support creates a comprehensive educational experience that is both academically rigorous and values-driven, preparing students for success in both their academic endeavors and their contributions to society.

Evaluation Criteria: Educational Program Design

Reviewers will look for

- An educational program design that:
  - Is clear and coherent;
  - Is based on effective, experience- or research-based educational practices and teaching methods, and high standards for student learning;
  - Aligns with the school's mission and responds to the needs of the school's target population, and
  - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Notes

Concern was added at 10/10/2025 09:24 AM by Dillon Giorgis

Currently their scheduling is in violation of state statute 1003.455. Elementary Physical Education must be provided 150 minutes weekly. Currenly their scheduling practices have physical education alternating with music, meaning students are only receiving 40-60% of the required time.

Concern was added at 10/14/2025 06:20 AM by Terri Coyle

Application Reviewed by Melissa Miller, Curriculum Supervisor - Elementary Learning, and Terri Coyle, Curriculum Supervisor, Charter Schools Management/Support:

Science of Reading:

---How will the school ensure that there is a systematic, explicit, and multisensory approach to instruction in foundational skills, especially for **primary**

students?
The application indicates that they will be implementing “guided reading” for small group instruction. This is a Balanced Literacy practice. SoR illustrates that effective small group instruction should be differentiated, fluid, flexible, and skill-based.
---Who will train the teachers to implement small group instruction grounded in the Science of Reading?

Differentiated Instruction:

---How will **all content areas** identify differentiated instruction to meet the needs of all students throughout the school day, and not just in reading classes?

Professional Development:

The application fails to outline how teachers will receive training for the programs and strategies identified in the application.
---How will teachers be provided the professional development to support these programs and structures? Who will deliver the PD? If provided by in-house staff, how is the effectiveness of the PD evaluated? How will teachers be monitored and supported with implementation of best practices learned in the PD offering.
---- Describe how all teachers will be trained in the programs/curriculum used in each subject area, grade level, and ability level.

Concern was added at 10/14/2025 09:44 AM by Matthew M. Cordova

Application Reviewed by Matthew Cordova, Curriculum Supervisor (Charter Schools Management/Support) and David Shelly, Curriculum Supervisor, Secondary Learning.

1. The school indicated plans for a 90-minute uninterrupted reading block; however, the secondary schedule shows 45-minute classes. Please clarify how this will be implemented within the current time constraints, or, if this was an error, explain how reading comprehension, writing, and communication will be emphasized during the 45-minute periods at the secondary level. *1002.33 (7)(a)(2)(a), Fla. Stat.*
2. How does the school plan to monitor teachers’ implementation of Differentiated Instruction? Additionally, what measures are in place to provide targeted professional development for teachers who may need support in this area? *1002.33 (6)(a)(4), Fla. Stat.*
3. The application does mention some form of tutoring, but it is not clear how the school will address secondary student promotion. How will middle school students recover failed classes that are needed for student promotion to the next grade level? What processes will be put into place to provide course remediation for secondary students in danger of failing a course? *1003.4156, Fla. Stat.*

Note was added at 10/15/2025 02:35 PM by Matthew M. Cordova

As per **Nicole Marsala**, **Curriculum Supervisor, Secondary Social Studies:** Please ensure that everything listed in the educational program is fully aligned to state standards as listed in CPALMS.

Element Review

Rating/Description
Meets the Standard Added by J.p. Keener at 10/15/2025
Partially Meets the Standard Added by Matthew M. Cordova at 10/14/2025
Meets the Standard Added by Joe Luechauer at 10/14/2025
Meets the Standard Added by Monique Byrd at 10/14/2025
Meets the Standard Added by Terri Coyle at 10/14/2025
Meets the Standard Added by Donna Haynes at 10/13/2025
Meets the Standard Added by Melissa Jean Miller` at 10/13/2025
Partially Meets the Standard Edited by David Shelley at 10/14/2025
Meets the Standard Added by Melissa Pariaug at 10/10/2025
Meets the Standard Added by Nicole Marsala at 10/09/2025
Meets the Standard Added by Ann-marie Evans at 10/09/2025
Meets the Standard Added by Tanya Hutkowski at 10/10/2025
Does Not Meet the Standard Added by Dillon Giorgis at 10/10/2025

Rating/Description

Meets the Standard
Added by Patricia Transue at 10/09/2025

Partially Meets the Standard - Final Rating
Added by Rhonda L. Stephanik at 10/15/2025

4. Curriculum and Instructional Design

Reviewer Instructions

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.

Statutory Reference(s):

s. 1002.33(6)(a)2.; s. 1002.33(6)(a)4.; s. 1002.33(7)(a)2.; s.1002.33(7)(a)4.

A response that meets the standard will present a curriculum plan that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Form Result

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level. In particular, describe the mathematics curriculum and differentiated strategies that will be used for students performing at grade level or higher and a separate mathematics curriculum and strategies for students who are performing below grade level.

Enter description here

Our school's curriculum is meticulously designed to align with Florida standards in the core academic areas while infusing the principles of humane sciences. In English Language Arts (ELA), Mathematics, Science, and Social Studies, our curriculum maps content, skills, and benchmarks align to state standards. This alignment ensures that students gain the knowledge and skills needed to succeed academically and prepare for standardized assessments. The school will adopt State approved curriculum as well as District and State Assessments upon approval of application from the latest adoption lists.

English Language Arts (ELA): Our ELA curriculum emphasizes reading comprehension, writing, and effective communication through a 90-minute uninterrupted reading block. Through literature (fiction and nonfiction), students analyze diverse perspectives, fostering empathy and cultural understanding. They practice evidence-based writing, critical analysis, and language conventions, skills that align with ELA standards. The school will also be implementing the Science of Reading in the foundational skills teaching and support.

Possible Planned Textbooks at time of Application: MyView by Savvas or Benchmark K-5 by Benchmark Education. Benchmark Intervention Kits and Phonics or Read180 for intervention. MyPerspectives (6-8) by Savvas Learning Company LLC, formerly Pearson K12 Learning LLC. Phonics for Reading (Intensive Reading 6-8) by Curriculum Associates.

Mathematics: The mathematics curriculum focuses on conceptual understanding, problem-solving, and real-world applications. Students engage in hands-on activities, group discussions, and digital resources, aligning with state mathematics standards. The curriculum builds a strong mathematical foundation while nurturing critical thinking skills. In response to legislative changes, such as House Bill 7039 (2023), the School has implemented measures to identify and support students with substantial deficiencies in mathematics. This includes systematic and explicit instruction tailored to individual student needs, progress monitoring, and collaboration with parents to develop individualized progress monitoring plans.

Planned Textbook at time of Application: Envision (K-8) by Savvas Learning Company LLC, formerly Pearson K12 Learning LLC. For Advanced Math, Savvas Envision Algebra 1. Intensive Mathematics Curriculum will be Ready Toolkit and Ready Grade Level Materials by Curriculum Associates.

Science: In science, students explore the interconnectedness of life, ecosystems, and environmental challenges. Inquiry-based learning and hands-on experiments foster scientific inquiry, aligning with state science standards. Students develop

critical thinking and data analysis skills, preparing them for scientific literacy.

Planned Textbook at time of Application: Elevate/Expedition (2026) (K-8) by Savvas Learning Company LLC, formerly Pearson K12 Learning LLC.

Social Studies: Our social studies curriculum examines historical contexts, cultural diversity, and global citizenship. Students analyze primary sources, engage in discussions, and explore current events, aligning with state social studies standards. This curriculum fosters critical thinking, civic engagement, and a deep understanding of societies.

Planned Textbook at time of Application: Gallopade for Florida (Series K-5) and Cengage Learning (6-8).

Mathematics (some proposed ideas of instructional strategies):

Our mathematics program is aligned to the Florida B.E.S.T. standards and delivered in a daily block with a brief number-sense routine, a concise concept launch, small-group rotations, and a synthesis/exit ticket. A dedicated 30–45 minute "WIN" period occurs 3–5 days per week for targeted acceleration or intervention without pulling students from core instruction. Teachers use curriculum-embedded exit tickets, common unit assessments, and FAST (PM1–PM3); data are reviewed in bi-weekly PLCs to regroup students within a schoolwide MTSS framework (Tier 1 for all, Tier 2 strategic, Tier 3 intensive). ESE and ELL students access grade-level content through UDL, co-teaching, scaffolded language objectives, visuals, and accommodations per plan.

For students performing at grade level or higher, teachers use a problem-based, B.E.S.T.-aligned core with enrichment that emphasizes DOK 3–4 tasks, math discourse, error analysis, and real-world modeling (e.g., Desmos/GeoGebra). Flexible grouping, curriculum compacting, and choice projects extend learning; readiness-based acceleration in grades 6–8 provides advanced pathways (e.g., Pre-Algebra/Algebra 1), with placement adjusted as data show mastery. Opportunities such as Math Circles, investigations, and clubs/competitions further challenge students.

For students performing below grade level, Tier 2 provides small-group, standards-aligned intervention 3–5 times weekly (20–30 minutes) on prerequisite skills (number sense, operations, fractions). Tier 3 delivers explicit, systematic instruction 4–5 times weekly (30–45 minutes) following a Concrete-Representational-Abstract sequence with cumulative review. Instruction features I do–We do–You do modeling, immediate feedback, daily fluency practice, manipulatives and visual models, schema-based strategies for word problems, front-loaded vocabulary with sentence frames, and short pre-teach/re-teach cycles; adaptive practice tools are used purposefully and monitored.

Progress is monitored bi-weekly with curriculum-based measures and skill probes, with monthly fidelity checks; students enter/exit tiers based on clear criteria (e.g., two consecutive data points at/above target and common assessment performance). School goals include sustaining or moving more students to FAST Levels 4–5 and increasing Algebra 1 proficiency by grade 8 where offered. Families receive brief, plain-language updates after each FAST window and unit assessment, along with aligned home resources for both enrichment and skill reinforcement.

Primary Instructional Strategies:

Our primary instructional strategies reflect our commitment to experiential learning, inquiry-based exploration, and technology integration. These strategies are appropriate for our anticipated student population as they:

- Promote Engagement: Experiential learning, such as field trips and hands-on projects, captivates students' curiosity and makes learning relevant to their lives.
- Foster Critical Thinking: Inquiry-based learning encourages students to ask questions, investigate problems, and develop analytical skills.
- Enhance Digital Literacy: Technology integration prepares students for the digital age and enables them to access diverse learning resources.
- Cultivate Empathy: Literature discussions, group activities, and community engagement instill empathy and an understanding of diverse perspectives.

Differentiated Instruction and Multi-Tiered Support to meet the diverse needs of students:

- Differentiation: Teachers employ various instructional methods, materials, and assessments to address individual learning styles, abilities, and interests.
- Student Entry Below Grade Level: Students entering below grade level as per FAST data or other screening tools used, receive additional support through targeted interventions, small group instruction, and personalized learning plans. Parents are immediately made aware of the deficiencies and strategies being used for remediation.

MTSS: Summit Academy Charter School III will implement a robust Multi-Tiered System of Supports (MTSS) to assist students performing below grade level. The MTSS framework will provide a structured, data-driven approach to identify students in need of additional academic or behavioral interventions and ensure they receive timely, targeted support

to improve their performance. The process will include the following key components:

Identification of Students Needing Support: Summit Academy Charter School III will utilize various evaluation tools to identify students who are below grade level. Initial identification will be based on results from FAST progress monitoring, classroom assessments, teacher observations, and other diagnostic tools such as iReady and STAR assessments. Additionally, the school will analyze state PM3 data to identify trends in student achievement and flag students needing immediate interventions.

Once students are identified, Summit Academy Charter School III will initiate the MTSS process by placing students in the appropriate intervention tier based on their needs. The school will ensure this process is collaborative and involves teachers, parents, and staff to create individualized intervention plans.

Tier 1: Core Instruction: Tier 1 represents the core academic instruction provided to all students. Summit Academy Charter School III will ensure that core instruction is rigorous, standards-aligned, and differentiated to meet the diverse needs of students. Teachers will incorporate evidence-based strategies to promote mastery of grade-level content and reduce the number of students needing additional interventions.

Tier 1 instruction will be monitored through classroom formative assessments, progress monitoring tools, and regular data chats between teachers and school leadership. These data chats, conducted at least once a month, will ensure that instructional practices are adjusted to address any gaps in learning before students fall significantly behind.

Tier 2: Targeted Small-Group Interventions: Students who demonstrate difficulty mastering grade-level standards despite receiving high-quality Tier 1 instruction will be moved to Tier 2. At this level, students will receive additional targeted interventions in small groups. Interventions may include strategies such as:

- Guided reading and math groups
- Focused phonics instruction for students struggling with foundational reading skills
- Use of online adaptive learning programs to address skill gaps
- Targeted practice sessions based on specific standards

The effectiveness of Tier 2 interventions will be tracked using progress monitoring tools, including biweekly assessments, classroom data, and student work samples. Progress will be reviewed during biweekly meetings of Summit Academy

Charter School III's Collaborative Problem-Solving Team (CPST), a dedicated team of teachers, instructional coaches, and administrators. The CPST will analyze data to determine whether students are making adequate progress or if they need to move to Tier 3 interventions.

Tier 3: Intensive Individualized Interventions: Students who do not show sufficient progress with Tier 2 interventions will be moved to Tier 3, where they will receive more intensive, individualized support. Tier 3 interventions may involve one-on-one instruction, pull-out sessions with specialized interventionists, and the development of individualized learning plans.

At this stage, Summit Academy Charter School III will use additional diagnostic tools to identify the root causes of learning difficulties, including assessments for specific learning disabilities, behavioral challenges, and other barriers to success. Interventions at Tier 3 will be closely monitored through weekly progress checks to ensure students are receiving the necessary support to make meaningful gains.

Evaluation Tools and Data-Driven Decision Making: Summit Academy Charter School III will use a variety of tools to evaluate the effectiveness of interventions across all tiers, including:

- **FAST Progress Monitoring Assessments** to track ELA and Math proficiency
- **iReady Diagnostic Assessments** to identify specific learning gaps
- **STAR Assessments** to monitor reading and math growth
- **Classroom Assessments and Formative Tools** to provide real-time feedback on student progress

Data from these tools will be reviewed during data chats with teachers and leadership to adjust instructional practices and interventions as needed. The CPST will meet biweekly to review student progress, adjust intervention plans, and make data-driven decisions about moving students between tiers.

Collaborative Problem-Solving Team (CPST): The CPST will be a cornerstone of Summit Academy Charter School III's MTSS process. This team will meet every two weeks to:

- Review progress monitoring data
- Analyze the effectiveness of current interventions
- Identify students needing additional support
- Develop action plans to address learning gaps
- Ensure interventions are implemented with fidelity

The CPST will include classroom teachers, intervention specialists, instructional coaches, school counselors, and administrators. The team will collaborate to ensure that every student receives the necessary support to succeed academically.

Summit Academy Charter School III's use of the MTSS system ensures that no student falls through the cracks. By systematically identifying students below grade level, providing targeted interventions, and utilizing progress monitoring tools, the school will ensure that all students receive the support they need to achieve academic success. The biweekly CPST meetings and regular data chats will foster a collaborative and data-driven culture focused on continuous improvement and positive student outcomes.

B.

- If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject and the rationale for each. Include as Attachment C, a sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.
- If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.
- Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Include the school's reading curriculum as Attachment D.

Enter content here

As of now, our curriculum is in the process of development and refinement to be aligned with the latest requirements, reflecting our commitment to providing a high-quality education aligned with Florida standards. While the full curriculum is not yet finalized, we have made several curricular choices and have a comprehensive plan for its completion between application approval and school opening. Here's a detailed overview of our approach:

Curricular Choices Made to Date:

- Integration of Humane Sciences: We have established a framework for integrating humane sciences across core subject areas, ensuring that ethical awareness and global perspectives are woven into the curriculum.
- Experiential Learning: Our approach to hands-on learning and experiential projects has been chosen to infuse real-world relevance and application into the curriculum.

Proposed Curricular Choices: Textbooks and Resources: We are in the process of evaluating and selecting textbooks, digital resources, and supplementary materials that align with Florida standards and our mission. Preliminary selections have been identified in the application; however these may change to meet the latest standards or requirements.

Assessment Strategies: We are designing assessment strategies that encompass formative and summative assessments, project-based evaluations, and reflective activities to gauge student progress.

Curriculum Development Plan: We have established a detailed plan for completing the curriculum development process:

- Timeline: The curriculum development timeline spans from application approval to school opening, with key milestones identified throughout the process.
- Responsibilities: Our curriculum development team, composed of experienced educators and subject experts, is responsible for different components of curriculum development, including content selection, resource evaluation, assessment design, and alignment with Florida standards.

Focus of the Curriculum Plan: Our curriculum plan centers on integrating humane sciences with core academic subjects, fostering critical thinking, and nurturing global awareness. It emphasizes experiential learning, ethical education, and digital literacy to prepare students for a complex, interconnected world.

Curriculum Implementation: The curriculum will be implemented through classroom-based instruction, experiential projects, blended learning, and real-world application with fidelity. Our teachers will receive professional development to effectively deliver the curriculum and integrate humane sciences into their teaching practices.
Core Subject Areas and Alignment to Florida Standards: Our curriculum covers core subject areas including English Language Arts (ELA), Mathematics, Science, and Social Studies. To ensure alignment with Florida standards, we are actively cross-referencing curriculum content with state-adopted standards for each subject area.
Florida Approved and Adopted Textbooks: At this stage, we are in the process of evaluating Florida-approved and adopted textbooks that align with our curriculum and standards. Our selection will be informed by the best available resources to support student learning and achievement.
In conclusion, while our curriculum is still under development, we have made important curricular choices and have a comprehensive plan to finalize it between application approval and school opening. Our focus on humane sciences integration, experiential learning, and alignment with Florida standards ensures that our curriculum will provide a well-rounded education that prepares students for success in academics and beyond.

- *Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Include the school's reading curriculum as Attachment D.*

Our school places a strong emphasis on reading as a foundational skill for academic success and personal growth as required by the state adoption of the Science of Reading. Evidence of this focus includes:

- Curriculum Integration: Reading is integrated across all subjects, allowing students to encounter diverse texts that enhance their understanding of various disciplines.
- Library Resources: We maintain a well-stocked library with a diverse collection of age-appropriate books that cater to different reading levels and interests.
- Daily Reading Time: Each day includes dedicated reading time, during which students engage with both fiction and non-fiction texts to foster a love for reading.

- Parental Involvement: We actively involve parents in our reading initiatives, providing resources and strategies to encourage reading at home.

Research-Based Curriculum for Students at and Above Grade Level:
Our research-based curriculum for students reading at and above grade level is designed to challenge and expand their reading skills. This curriculum includes:

- Literature Circles: Small group discussions allow students to delve deeper into texts, analyze themes, and engage in critical thinking.
- Complex Texts: Students engage with age-appropriate complex texts that expose them to diverse writing styles, perspectives, and vocabulary.
- Socratic Seminars: These discussions promote deep analysis and encourage students to defend their viewpoints with evidence from the text.
- Literary Analysis: Students learn to identify literary elements such as symbolism, foreshadowing, and characterization, enhancing their comprehension and interpretation skills.

Curriculum and Strategy for Students Reading Below Grade Level:
For students reading below grade level, our curriculum and strategy are designed to provide targeted support and accelerate their progress. This includes:

- Individualized Learning Plans: Each student's reading level is assessed, and an individualized plan is developed to address their specific needs.
- Small Group Instruction: Small-group reading sessions allow for personalized attention, targeted interventions, and focused skill development.
- Phonics and Vocabulary Building: Emphasis is placed on phonics, decoding strategies, and vocabulary enrichment to strengthen fundamental reading skills.
- Reading Interventions: Evidence-based interventions, such as guided reading and one-on-one tutoring, are implemented to provide intensive support.

Please refer to Attachment D for our detailed reading curriculum, which outlines the specific strategies, activities, and resources used to enhance reading skills for both students at and below grade level.

Attachment C: Sample curriculum scope and sequence	Attachment C.pdf 8.49 MB • Added 2 months ago
Attachment D: School's reading curriculum	Attachment D Reduced.pdf 22.66 MB • Added 2 months ago

C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

Enter content here	The School will not adopt any additional standards beyond those mandated by the state.

D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

Enter content here

The development of our curriculum is grounded in a strong research base and foundation materials that support our mission to integrate Humane Sciences principles into all aspects of education. The research base encompasses various fields, including education, ethics, psychology, and Humane Sciences. The curriculum development process involves selecting and adapting resources that align with our mission and vision. Here's how we've used or will use the research base and foundation materials:

Ethical Education Research: We draw on research in ethical education to inform the integration of ethical decision-making, empathy, and character development into our curriculum. Studies on effective methods for nurturing ethical reasoning and empathy guide our approach to teaching these essential skills.

Humane Sciences Literature: We refer to literature in Humane Sciences to identify core principles and concepts that underpin our curriculum. Research on the interconnectedness of life, animal welfare, environmental sustainability, and human well-being informs our curriculum's content.

Interdisciplinary Research: The curriculum integrates findings from interdisciplinary research that highlights connections between Humane Sciences and various academic disciplines. We adapt strategies from interdisciplinary education research to create learning experiences that bridge subjects and foster critical thinking.

Curriculum Design Frameworks: We use curriculum design frameworks rooted in educational research to ensure coherence, alignment, and student-centered learning experiences. Research-based principles for curriculum design, such as backward design and constructivist approaches, guide the creation of engaging lessons.

Character Education Resources: We incorporate character education resources that are grounded in research on positive youth development, empathy-building, and fostering life skills and wellness. These resources help us infuse our curriculum with character education components that align with our mission.

Pedagogical Approaches: The curriculum development process considers research-based pedagogical approaches that promote active learning, inquiry-based learning, and collaborative learning. Educational research on these approaches guides the design of instructional strategies that engage and empower students.

Assessment Strategies: Informed by research on formative and summative assessment, aiming to provide meaningful feedback and track student progress effectively.

Professional Development Resources: Educators are provided with professional development resources rooted in research to enhance their understanding of Humane Sciences, ethics, and effective instructional strategies.
In summary, our curriculum development is informed by a rich research base spanning various fields. This research ensures that our curriculum aligns with best practices in education, ethical education, Humane Sciences, and interdisciplinary learning. By using foundation materials that are supported by research, we create a curriculum that is both rigorous and aligned with our mission to foster ethical reasoning, empathy, and an understanding of the interconnectedness of life.

Attach any files as evidence (optional)

E. Describe proposed curriculum areas to be included other than the core academic areas.

Enter description here

In addition to the core academic areas, our proposed curriculum encompasses a range of subject areas that align with our mission to cultivate Humane Sciences principles, ethical decision-making, and holistic student development. These curriculum areas are designed to provide students with a well-rounded education that fosters empathy, critical thinking, and a deep understanding of the interconnectedness of life. Here are the proposed curriculum areas to be included:

Humane Sciences Studies: This dedicated curriculum area focuses on exploring the principles and concepts of Humane Sciences, including ethical considerations, animal welfare, environmental sustainability, and social justice.

Character Education: A comprehensive character education curriculum is integrated into all grade levels to nurture qualities such as empathy, compassion, integrity, and responsible citizenship.

Ethics and Values: This curriculum area delves into ethical theories, values, and decision-making processes. Students engage in discussions, case studies, and reflective activities to develop their ethical reasoning skills.

Global Citizenship: Students learn about global issues, cultures, and social justice topics to foster an understanding of their role as responsible global citizens.

Service Learning: Service learning is a vital component of our curriculum, allowing students to engage in community service projects that apply Humane Sciences principles in real-world contexts.

Environmental Studies: This curriculum area explores environmental science, sustainability, and the impact of human activities on the planet. Students develop an appreciation for environmental stewardship.

Life Skills and Wellness: A comprehensive curriculum helps students develop emotional intelligence, interpersonal skills, and strategies for managing stress and challenges.

Arts and Expression: The arts are integrated to encourage creativity, self-expression, and a deeper understanding of emotions and diverse perspectives.

Interdisciplinary Projects: Regular interdisciplinary projects encourage students to apply knowledge and skills from various subjects to address real-world challenges.

Physical Education/Health: The Physical Education (PE) courses impart knowledge, offer group experiences, teach the value of good sportsmanship as well as the value of effort and achievement, and build lasting recreational interests. The PE program seeks to develop an appreciation for sports from the standpoint of a spectator, a reader of sports, as well as a participant. The health and safety competencies will focus on

educating students to develop habits of health that contribute to the continued good functioning of the body. The P.E. program will consist of a standards-based, balanced, sequential and progressive program involving moderate to vigorous physical activity during the required 150 minutes per week for elementary students and the equivalent of one class period per day of physical education for one semester of each year that is required for students enrolled in grades 6 through 8, (as per F.S. 1003.455). Adaptive PE will be available for any students who may require it.

Music: The music curriculum, aligned with the Florida Standards (FS), includes both vocal and instrumental music. Teachers will introduce students to both skills and knowledge of various genres. Skills and techniques will be developed throughout all grade levels and will focus on music instruction in skills and techniques involved in singing and playing instruments, practice in musical interpretation, and training in creative expression.

Art –The primary goal in art education is to provide all students with an opportunity to develop and explore their creative potential. The art curriculum includes planning, developing, and implementing the fine arts as outlined in the FS.

Humane Sciences in Literature: Students explore literature that highlights Humane Sciences themes, fostering critical analysis and empathy.

Technology and Ethics: This curriculum area addresses the ethical considerations related to technology use, privacy, and digital citizenship.

Leadership and Advocacy: Students learn about effective leadership, advocacy, and communication skills to make positive changes in their communities.

Career and Education Planning Course- Section 1003.4156, Florida Statutes, requires students to complete a Career and Education Planning course to be taken in sixth, seventh, or eighth grade. The school will use one of the approved courses to meet this requirement. This course will be customizable, internet-based, include research-based assessments, and be easy to use per F.S. 1003.4156 (1) (e). The students will complete a personalized academic and career plan.

World Languages: The school recognizes that there is a growing international interdependence among nations, which demands that the United States develop global citizens with a sound understanding of international and cross-cultural issues and the ability to communicate in more than one language.

Incorporating these diverse curriculum areas enriches students' education by providing a comprehensive understanding of ethical decision-making, empathy,

environmental sustainability, social justice, and more. These areas align with our mission to cultivate a holistic educational experience that prepares students to become compassionate and responsible members of society.

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

Enter content here

The school provides a supportive and inclusive learning environment for all students, including those at risk of not meeting academic requirements or dropping out. Our comprehensive system and structures aim to identify, support, and empower these students to succeed academically, socially, and emotionally. Here's how we will implement a robust support system:

Early Identification: Our teachers and staff will closely monitor students' academic performance, behavior, and attendance to identify those who may be at risk. Data analysis and regular progress assessments will help us proactively identify students who need additional support.

Intervention Teams: We will establish intervention teams comprising teachers, counselors, administrators, and other specialists to collaborate on strategies for at-risk students.

Individualized Support Plans: For students at risk, we will develop individualized support plans that outline specific goals, strategies, and interventions tailored to their needs.

Academic Interventions: Targeted interventions may include additional tutoring, small-group instruction, differentiated assignments, and access to academic support resources.

Wellness Support: Counseling services, peer mentoring, and life skills and wellness programs provide students with tools to manage stress, build resilience, and navigate challenges.

Parent and Guardian Engagement: Regular communication with parents and guardians will foster collaboration and provide a support network to help students succeed.

Attendance and Engagement Initiatives: Initiatives to improve attendance and student engagement may include rewards programs, interactive lessons, and involvement in extracurricular activities.

Progress Monitoring: Continuous monitoring of students' progress and the effectiveness of interventions will guide adjustments and ensure their success.

Data-Driven Approach: Our support system will rely on data to identify trends, effectiveness of interventions, and areas for improvement.

Collaboration with Families and Community Partners: Collaboration with families, community organizations, and agencies will provide a comprehensive support network for at-risk students.

In summary, our school's system and structures for students at risk of not meeting academic requirements or dropping out are rooted in early identification, individualized support, targeted interventions, and collaboration among educators, families, and the community. By creating a supportive and responsive

environment, we aim to empower all students to overcome challenges and achieve their full potential.

Evaluation Criteria: Curriculum and Instructional Design

Reviewers will look for a curriculum and instructional program design, whether fully developed or not, that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Notes

Strength was added at 10/07/2025 03:26 PM by Joe Luechauer

Music and Art are described as a curriculum offering.

Concern was added at 10/08/2025 11:56 AM by Monique Byrd

No world language offering.

Concern was added at 10/10/2025 09:30 AM by Dillon Giorgis

Physical Education statute is mentioned and school states they are following it, but their schedule does not reflect that. Furthermore there is no mention of health education mandates listed in 1003.42 and how those mandates will be addressed

Concern was added at 10/10/2025 01:16 PM by David Shelley

Not clear as to whether or not the school is adopting the District's K-12 Reading Plan or simply aligning to it. Also not clear as to what curriculum will be used to address the needs of Tier 2 reading intervention students--only saw for Tier 1 and 3.

Concern was added at 10/14/2025 06:22 AM by Terri Coyle

Application Reviewed by Melissa Miller, Curriculum Supervisor - Elementary Learning, and Terri Coyle, Curriculum Supervisor, Charter Schools Management/Support:

MTSS Tier 2 & 3:

The application goes into a detailed process for intervention in math. However, in ELA, there is no clear process.

---What high-quality instructional materials will be used to remediate for PA, phonics, fluency, and vocabulary? How will the intervention be appropriately matched to the skill gap? How will parents be notified about the progress of any student with a substantial deficiency in math or reading?

There is no clear process for diagnosing skill gaps when a student is below the 10% in K-2 or 20% in 3-5, as required.

---Please clarify how data will be analyzed.

The application indicates technology will be used. However, that does not meet the requirements outlined by the state.
---What online evidence-based program will be used (by grade levels and subject areas)?

Extended Learning Opportunities (tutoring):
----How will the students be identified for tutoring and/or extended learning opportunities offered by the school? Frequency and duration? Small Group/Whole Group? Who will be providing the instruction? How will the school monitor progress of students who are receiving tutoring services?

Question was added at 10/14/2025 10:52 AM by Matthew M. Cordova

Application Reviewed by Matthew Cordova, Curriculum Supervisor (Charter Schools Management/Support) and David Shelly, Curriculum Supervisor, Secondary Learning.

1. According to the submission, they will be using MyPerspectives by Savvas for (6-8) and Phonics for Reading by Curriculum Associates (Intensive 6-8). This covers Tier 1 and Tier 3, but there is no state-approved curriculum identified for Tier 2 Students.
    - *Please clarify which state-adopted curriculum will be used for Tier 2 students. 1002.33 (6)(a)(4), Fla. Stat.*

Note was added at 10/15/2025 02:37 PM by Matthew M. Cordova

As per **Nicole Marsala**, **Curriculum Supervisor, Secondary Social Studies:** Textbooks are approved by the FLDOE. Specific courses at each grade level in Social Studies are not mentioned. Ensure that Civics is offered and students take the Civics EOC exam.

Element Review

Rating/Description
Partially Meets the Standard Added by Matthew M. Cordova at 10/14/2025
Meets the Standard Added by Terri Coyle at 10/14/2025
Meets the Standard Added by Donna Haynes at 10/13/2025
Meets the Standard Added by Melissa Jean Miller` at 10/13/2025
Meets the Standard Added by Melissa Pariaug at 10/10/2025
Partially Meets the Standard Added by David Shelley at 10/10/2025
Partially Meets the Standard Added by Dillon Giorgis at 10/10/2025
Meets the Standard Added by Tanya Hutkowski at 10/10/2025
Meets the Standard Added by Ann-marie Evans at 10/09/2025
Meets the Standard Added by J.p. Keener at 10/09/2025
Meets the Standard Added by Nicole Marsala at 10/09/2025
Meets the Standard Added by Monique Byrd at 10/08/2025
Meets the Standard Added by Joe Luechauer at 10/07/2025

Rating/Description

Meets the Standard
Added by Lagaylia Gray at 10/06/2025

Meets the Standard
Added by Patricia Transue at 10/09/2025

Partially Meets the Standard - Final Rating
Added by Rhonda L. Stephanik at 10/15/2025

5. Student Performance, Assessment and Evaluation

Reviewer Instructions

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

Statutory Reference(s):

s. 1002.33(6)(a)3.; s.1002.33(7)(a)3.; s.1002.33(7)(a)4.; s.1002.33(7)(a)5.

Evaluation Criteria:

A response that meets the standard will present:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Form Result

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

Enter description here

The expected incoming baseline of student academic achievement for Summit Academy Charter School III reflects the most recent PM3 data from Broward County, which we understand will not serve as a benchmark for the 2026-2027 school year. However, according to this data, 63.7% of students are proficient in English Language Arts (ELA), with 14.8% scoring a Level 1 and considered non-passing. In Math, 64.9% are proficient, with 15.2% at Level 1. Science proficiency stands at 63.5%, with 14.4% scoring a Level 1, while Civics has the highest proficiency rate at 77.5%, with 9.5% at Level 1. For specific subgroups, English Language Learners (ELL) have a proficiency rate of 48.9% in ELA and 58.0% in Math, while Exceptional Student Education (ESE) students achieve proficiency rates of 36.6% in ELA and 42.4% in Math.

Summit Academy Charter School III's academic growth and improvement goals are ambitious yet achievable, reflecting the school's commitment to excellence. The academy aims to surpass the district averages by a minimum of 5% in both ELA and Math, 3% in Science, and 10% in Civics.

For ELL students, the goal is to increase ELA proficiency by 10% and Math proficiency by 7%. Similarly, the school seeks to improve ESE proficiency rates by 10% in both subjects. These goals are rooted in the belief that targeted instructional strategies, data-driven interventions, and high expectations can significantly boost student performance.

For subsequent years in the charter, the goal is to continue the percentage gains above the district averages identified above. Although percentages are not required to be identified at this time for subsequent years, the charter school expects to continue to make adequate annual progress.

The rationale for these goals lies in Summit Academy Charter School III's mission to foster academic excellence and close achievement gaps. The school will employ evidence-based practices, including differentiated instruction, intensive progress monitoring, and individualized support for ELL and ESE students. Additionally, Summit Academy Charter School III will provide professional development for teachers to ensure they are equipped with effective strategies for meeting the diverse needs of all learners. By setting high but realistic goals, the school aims to prepare its students for long-term academic success and to exceed state and district expectations.

Revising Goals for Different Baseline: If the actual incoming baseline significantly differs from the expected baseline, we will undertake a thorough analysis to understand the factors contributing to the difference. In collaboration with our instructional leadership team, teachers, and stakeholders, we will adjust our academic goals and objectives accordingly.

Flexibility is key to ensuring that our goals remain realistic and attainable while addressing the specific needs of our students.
Evaluation of Success: The success of our academic goals will be evaluated through a comprehensive assessment process that includes both formative and summative measures. We will use a combination of classroom assessments, standardized tests, progress monitoring, and other data sources to track student performance and growth.
Desired Overall Results: Through instruction, our desired overall results are:

- Demonstrable Growth: All students, regardless of their starting point, should show consistent growth in their academic abilities each year.
- Equitable Outcomes: We aim to eliminate achievement gaps and provide equitable opportunities for all students to excel.
- Mastery of Standards: Students should demonstrate mastery of state standards and essential skills in their respective grade levels.
- Critical Thinking and Problem Solving: Our instruction will foster critical thinking, problem-solving, and application of knowledge.
- Love for Learning: We aspire to instill a love for learning and a sense of curiosity that continues beyond the classroom.

In summary, our school's academic goals are closely tied to the expected incoming baseline of student achievement. Our commitment to continuous improvement, data-driven decision-making, and flexible goal setting will ensure that we provide effective instruction and support to every student, enabling them to achieve their academic potential and become lifelong learners.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

Enter description here

In addition to State accountability requirements, our school has mission-specific educational goals that reflect our unique focus on Humane Sciences and holistic student development. These goals are tailored to our mission and vision, encompassing not only academic achievement but also life skills and wellness, character development, and a sense of community. Here are our mission-specific educational goals and the measures we plan to use to track progress:
Humane Sciences Proficiency:

- *Goal:* To develop students' proficiency in Humane Sciences, including empathy, compassion, ethics, and understanding of the interconnectedness of life.
- *Measures:* We will assess students' understanding of humane principles through project-based assessments, reflective essays, presentations, and discussions. Additionally, student involvement in community service projects will reflect their commitment to these principles.

Ethical Decision-Making:

- *Goal:* To nurture students' ability to make ethical decisions that consider the well-being of individuals, animals, and the environment.
- *Measures:* Students will engage in ethical case studies, debates, and collaborative problem-solving scenarios. Their ability to analyze dilemmas and articulate thoughtful decisions will be assessed.

Well-Being and Wellness:

- *Goal:* To support students' social and emotional growth, helping them develop self-awareness, resilience, and positive relationships.
- *Measures:* We will utilize surveys, self-assessments, and teacher observations to gauge students' emotional well-being, interpersonal skills, and their ability to manage stress and challenges.

Community Engagement:

- *Goal:* To foster a sense of responsibility towards the local and global community by encouraging active involvement and making positive contributions.
- *Measures:* The school will track students' participation in community service projects, their leadership roles, and the impact of their efforts on the community.

Cross-Disciplinary Understanding:

- *Goal:* To cultivate students' ability to connect Humane Sciences concepts with other academic disciplines, fostering a well-rounded understanding.
- *Measures*: Integrated projects and assessments will showcase students' capacity to apply Humane Sciences principles to subjects like science, literature, history, and art.

Student Agency:

- *Goal:* To empower students to take ownership of their learning and personal development, fostering a sense of autonomy and lifelong learning.
- *Measures:* Students' ability to set goals, track progress, and reflect on their learning journey will be assessed through self-assessment tools, portfolios, and student-led conferences.

Collaboration and Empathy:

- *Goal:* To develop students' collaboration skills and empathy by promoting teamwork, effective communication, and understanding of diverse perspectives.
- *Measures:* Collaborative projects, peer evaluations, and role-playing scenarios will demonstrate students' ability to work effectively in groups and empathize with others.

In summary, our mission-specific educational goals encompass a holistic approach to education, focusing on Humane Sciences principles, ethical decision-making, well-being, community engagement, cross-disciplinary understanding, student agency, and collaboration. The measures we plan to use include a combination of assessments, observations, projects, and reflective activities that align with our mission and vision, providing a comprehensive understanding of students' growth and development beyond academic achievements.

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

Enter content here

Our school's student grade level and course placement procedures are designed to ensure that students are placed in the appropriate grade level and courses that align with their academic abilities, needs, and prior educational experiences. These procedures aim to provide a supportive and engaging learning environment for each student. Here's how our placement procedures work:

Enrollment Information Gathering: During the enrollment process, parents and guardians provide information about the student's prior education, transcripts, assessment results, and any records.

Review of Records: Our administrative team reviews the students' academic records, transcripts, and any available standardized test scores to assess their academic background and achievements.

Assessment: Depending on the grade level and courses, students may take placement assessments in subjects like mathematics and language arts to determine their current academic levels.

Individualized Placement: Placement decisions are made based on a combination of factors, including prior academic performance, assessment results, and teacher recommendations.

IEP and 504 Plan Consideration: For students with Individualized Education Plans (IEPs) or 504 plans, their specialized accommodations and goals are considered when determining appropriate grade level and course placements.

Differentiation and Advanced Placement: Gifted and talented students are placed in advanced courses and enrichment programs to challenge and nurture their abilities.

Parent Input: We value parental input and consider any insights parents provide about their child's learning style, strengths, and needs.

Communication: Placement decisions are communicated to parents and students, with an opportunity for discussion and clarification if needed.

Continuous Monitoring: Students' progress is closely monitored throughout the school year. Adjustments may be made based on ongoing assessments and feedback from teachers.

Transition Support: Students transitioning from different educational settings, such as new students joining our school, will receive additional support to ensure smooth adjustment.

Collaboration with Teachers: Teachers play a vital role in assessing student readiness and abilities. Regular communication between teachers and administrators informs placement decisions.

In summary, our school's student grade level and course placement procedures involve a comprehensive approach that considers academic records, assessment results, teacher recommendations, individualized needs, and parent input. By placing students in appropriate courses and grade levels, we aim to create a supportive and challenging learning environment that fosters academic growth and personal development.

D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E

Enter content here

The school intends to use the local school district's pupil progression plan for promoting students from one grade level to the next. We recognize the importance of aligning with established district policies and standards to ensure consistency and coherence in student advancement. By following the district's pupil progression plan, we aim to provide a seamless educational experience for our students while adhering to recognized best practices and guidelines.

File Upload

Attachment E reduced.pdf

10.13 MB • Added 2 months ago

E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

Enter description here

N/A

F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Enter content here

Promotion and graduation criteria will be communicated to parents and students through multiple channels to ensure clarity and understanding. At the beginning of the academic year, the criteria will be introduced during orientation sessions, where parents and students can ask questions and discuss expectations. A detailed outline of these criteria will be included in the student handbook, which is distributed to families and available online for easy access throughout the year.

Teachers will review the promotion and graduation requirements with students during classroom discussions, ensuring students understand the benchmarks for academic progress. Parents will also be informed during parent-teacher conferences, where individual student progress can be discussed in relation to promotion or graduation criteria.

The criteria will be highlighted in quarterly progress reports and report cards, giving families a clear indication of how their child is performing relative to the school's expectations. Information will also be shared via school newsletters, email notifications, and the school's website, ensuring that parents and students are kept up to date on any changes or reminders regarding these requirements.

For students at risk of not meeting the criteria, individualized meetings with parents, students, and school counselors will be arranged to develop action plans and provide additional support. Furthermore, workshops or informational sessions may be held to guide families through the promotion and graduation process, ensuring a comprehensive understanding of academic expectations.

Assessment and Evaluation

G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a **proposed** assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.

Enter content here

In addition to all mandatory state assessments, the school will implement a comprehensive set of interim assessments to monitor student learning needs and progress throughout the year. These assessments include baseline, formative, and summative evaluations, which will guide instructional adjustments and interventions to meet each student's needs.
Curriculum Growth Assessments:

- Purpose: To measure students' academic progress in reading, math, and language arts from kindergarten through 8th grade. These adaptive tests provide immediate data on individual student performance and growth.
- Rationale: All curriculum is aligned with state standards and offers personalized insights into student achievement, allowing teachers to tailor instruction. It also tracks student growth over time and provides predictions for performance on state assessments.
- Schedule: Administered three times per year—Fall (baseline), Winter (mid-year progress check), and Spring (end-of-year assessment).

i-Ready Diagnostic:

- Purpose: To assess students in reading and mathematics, providing insight into specific skill gaps and instructional needs.
- Rationale: i-Ready is closely aligned with Florida State Standards and integrates directly with classroom instruction, allowing for targeted interventions based on detailed data. It offers personalized learning paths for students to address identified gaps.
- Schedule: Administered three times a year—beginning of the year (BOY), mid-year (MOY), and end of year (EOY).

FAST Progress Monitoring (F.A.S.T.)/ STAR:

- Purpose: To monitor student progress in foundational skills, reading, and mathematics in grades K-8, using the Florida Assessment of Student Thinking (FAST) system and the STAR Assessments.
- Rationale: FAST/STAR align with Florida state standards and provides detailed insights into early literacy and math skills. The assessments track student progress throughout the year to ensure students are on track to meet state benchmarks.
- Schedule: Administered three times annually, in Fall, Winter, and Spring.

Benchmark Assessments:

- Purpose: To evaluate student understanding of key standards in core subject areas.
- Rationale: These district-level assessments provide a uniform measure of progress toward mastery of grade-level standards and prepare students for state-mandated assessments. They align with the school's curriculum and performance goals.
- Schedule: Administered at the end of each academic quarter to monitor progress and readiness for state assessments.

Teacher-Developed Formative Assessments:

- Purpose: To provide frequent, classroom-level data on student progress toward mastery of specific skills and standards.
- Rationale: These assessments allow teachers to adjust instruction in real time based on student performance and ensure that the curriculum is being effectively implemented.
- Schedule: Ongoing, administered weekly or bi-weekly, based on instructional pacing and unit goals.

Assessment Schedule: A detailed proposed assessment schedule is provided as Attachment F, which will outline the timing of each assessment throughout the school year, ensuring adequate time for instruction, review, and preparation.
Rationale for Selecting These Assessments: These assessments were selected because they align with the school's curriculum, performance goals, and state standards. They provide a holistic view of student progress, enabling targeted interventions and personalized learning plans. Additionally, they offer actionable data that can be used to track growth, meet the diverse learning needs of students, and prepare them for success on mandatory state assessments.
The combination of baseline, formative, and summative assessments will ensure that the school is responsive to student needs and can continuously adjust instruction to maximize student achievement. Please see Attachment F.

Attachment F: Proposed assessment Schedule

Attachment F.pdf

1.28 MB • Added 2 months ago

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom

teachers, and leading or coordinating professional development to improve student achievement?

Enter content here

Student assessment and performance data will play a crucial role in our school's instructional evaluation and improvement process. We are committed to using data-driven decision-making to ensure that instruction is effective, responsive, and aligned with our mission and goals. Here's how we will use data to evaluate and inform instruction:

Data Collection: We will collect a variety of assessment data, including formative assessments, summative assessments, standardized test scores, project outcomes, and student work samples.

Data Analysis: Our data analysis process will involve identifying trends, patterns, strengths, and areas for improvement in student performance.

Instructional Adjustments: Classroom teachers will use data to make informed instructional decisions, such as adjusting teaching strategies, grouping students, and targeting interventions.

Individualized Instruction: Data will help teachers differentiate instruction to meet the diverse needs of students, including those who may need additional support or enrichment.

Professional Learning Communities (PLCs): We will establish PLCs where teachers collaborate to analyze data, share insights, and develop strategies for improving student learning.

Data Review Meetings: Regular data review meetings will be conducted to discuss student progress, instructional adjustments, and the impact of interventions.

Instructional Coaches or Leads: Instructional coaches or leads will support teachers in analyzing data, interpreting trends, and implementing effective instructional strategies.

Data Dashboards: User-friendly data dashboards will be developed to visually represent student performance, making it easier for teachers to identify areas needing attention.

Professional Development: Our instructional leadership team will lead or coordinate professional development sessions focused on interpreting data, using assessment results, and adapting instruction.

Action Plans: Based on data analysis, teachers and instructional leaders will collaboratively develop action plans to address specific areas of improvement.

Differentiated Support: Teachers will use assessment data to identify students who need additional support, ensuring that interventions are targeted and effective.

Growth Monitoring: Data will be used to monitor individual student growth over time, celebrating achievements and adjusting strategies as needed.

Ongoing Reflection: Teachers will regularly reflect on the effectiveness of their instructional choices based on data and

make continuous improvements.

Family Communication: Parents and guardians will be informed of student progress and involved in the data-driven improvement process.

Accountability and Transparency: Our school leadership will be accountable for using data to inform decision-making and will regularly communicate progress to stakeholders.

In summary, student assessment and performance data will be utilized to create a culture of continuous improvement, with teachers, instructional leaders, and data specialists working collaboratively to enhance instruction, support individual student growth, and ensure alignment with our mission and goals.

l. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

Enter content here

Training and support in analyzing, interpreting, and using performance data are critical components of our professional development program for leadership and teachers. We recognize the importance of empowering educators with the skills and knowledge to effectively leverage data to enhance student learning outcomes. Here's how we will provide training and support:

Data Literacy Workshops: Regular workshops will be conducted to enhance educators' understanding of different types of assessment data, data analysis techniques, and the interpretation of data trends.

Data Analysis Tools: Educators will receive training on using data analysis tools and software to efficiently manage, visualize, and draw insights from student performance data.

Data-Informed Instructional Strategies: Workshops and training sessions will focus on translating data insights into actionable instructional strategies, tailored to diverse student needs.

Differentiated Instruction: Training will emphasize the use of data to differentiate instruction, enabling educators to personalize learning experiences for each student.

Collaborative Data Review: Professional Learning Communities (PLCs) will be organized to foster collaborative data review and discussion among teachers, facilitating knowledge sharing.

Case Studies and Simulations: Educators will engage in case studies and simulations that simulate real-world data scenarios, enhancing their ability to make data-informed decisions.

Data Dashboards Training: Educators will be trained on using data dashboards to visualize and track student progress, making data interpretation more accessible.

Action Planning Workshops: Workshops will guide educators in developing action plans based on data insights, outlining strategies for addressing specific learning needs.

Coaching and Mentoring: Instructional coaches or mentors will provide ongoing support, offering guidance on data analysis techniques and their application.

Reflective Practices: Teachers will be encouraged to reflect on their teaching practices based on data feedback, fostering continuous improvement.

Family Communication Training: Educators will receive training on how to effectively communicate student progress to parents and guardians using data-driven insights.

Integration with Curriculum Design: Training will highlight the integration of data analysis with curriculum design, ensuring instructional strategies align with data insights.

Student-Centered Focus: All training will emphasize the ultimate goal of improving student learning outcomes and nurturing a student-centered approach.

Continuous Professional Development: Training will be an ongoing process, with opportunities for educators to deepen their data literacy skills over time.

By providing comprehensive training and support, we aim to equip school leadership and teachers with the tools and expertise needed to analyze, interpret, and effectively use performance data. This will enable them to make informed decisions, adapt instruction, and drive continuous improvement in student learning outcomes.

J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

Enter content here

Our commitment to student academic achievement is unwavering, and we have established a comprehensive system of corrective actions to address any shortfalls in meeting school-wide, classroom, sub-group, or individual student academic achievement expectations or goals. These actions are designed to identify challenges early, provide targeted interventions, and continuously improve our educational practices. Here's an overview of the corrective actions we would take:

Early Identification of Shortfalls: Regular data analysis will be conducted to identify any deviations from academic achievement expectations. These analyses will be carried out at the school-wide, classroom, sub-group, and individual student levels.

Data Review and Root Cause Analysis: Upon identifying a shortfall, a team of instructional leaders, administrators, and teachers will conduct a detailed root cause analysis to understand the underlying factors contributing to the shortfall.

Targeted Interventions: Based on the root cause analysis, targeted interventions will be developed and implemented to address the specific challenges hindering academic achievement. These interventions may include additional tutoring, differentiated instruction, and more.

Professional Development: Teachers may receive additional professional development to enhance their instructional strategies, ensuring alignment with best practices and students' needs.

Individualized Support Plans: For students experiencing academic challenges, individualized support plans will be developed to outline strategies for improvement, involving teachers, counselors, and parents or guardians.

Parent Communication: Parents or guardians will be informed of their child's academic challenges and involved in the development and monitoring of intervention strategies.

Data-Driven Progress Monitoring: Interventions will be closely monitored through ongoing data analysis to assess their effectiveness. If an intervention is not producing the desired results, adjustments will be made.

Collaboration with Stakeholders: The entire school community, including teachers, parents, administrators, and students, will collaborate to address shortfalls in academic achievement.

Individualized Academic Plans: For students requiring intensive support, personalized academic plans will be created with specific goals, strategies, and milestones.

Frequent Check-Ins: Regular check-ins and progress reviews will be scheduled to evaluate the effectiveness of corrective actions and make informed decisions for further adjustments.

Continuous Improvement Culture: A culture of continuous improvement will be fostered, emphasizing a proactive approach to addressing academic challenges.
Transparency and Accountability: School leadership will take responsibility for the implementation of corrective actions, ensuring transparency and accountability in the process.
Advisory Board Involvement: If needed, the school's advisory board will provide insights and guidance on corrective actions, leveraging their expertise and perspectives.
Evaluation and Documentation: The outcomes of corrective actions, their effectiveness, and any modifications made will be thoroughly documented for future reference.
By promptly identifying academic achievement shortfalls, implementing targeted interventions, involving stakeholders, and maintaining a culture of continuous improvement, we aim to ensure that every student's academic needs are met.

K. Describe how student assessment and performance information will be shared with students and with parents.

Enter content here

We believe in open communication and collaboration between students, parents, and educators, and are committed to sharing student assessment and performance information in a transparent and informative manner. Effective communication fosters student engagement, supports academic progress, and encourages a shared responsibility for success. Here's how we will share student assessment and performance information within 20 days of the student attending the school:

Regular Reporting: Progress reports will be issued on a regular basis to provide an overview of students' academic progress, including grades, assignments, and participation.

Parent-Teacher Conferences: Regular parent-teacher conferences will be held to discuss students' academic achievements, challenges, and goals.

Online Portals: We will provide online portals where parents and students can access real-time information about grades, assignments, attendance, and upcoming assessments.

Individualized Communication: Teachers will communicate with students and parents individually to provide tailored feedback and guidance.

Assessment Summaries: After assessments, summaries will be sent home, explaining the purpose of the assessment, the skills assessed, and strategies for improvement.

Student-Led Conferences: Periodic student-led conferences will allow students to showcase their work, reflect on their progress, and set goals alongside their parents.

Data Dashboards: Interactive data dashboards will be available to provide visual representations of students' performance trends over time.

Personalized Feedback: Teachers will provide specific feedback on assignments and assessments, highlighting strengths and areas for improvement.

Student Portfolios: Students will maintain portfolios showcasing their work, which will be shared with parents to demonstrate growth and achievement.

Classroom Newsletters: Classroom newsletters will highlight student accomplishments, upcoming assessments, and strategies for supporting learning at home.

Student-Led Reflections: Students will be encouraged to reflect on their own performance, set goals, and communicate with their parents about their academic journey.

Workshops and Seminars: Workshops and seminars for parents will be organized to explain assessment strategies, interpretation of data, and ways to support learning at home.

Phone and Email Communication: Teachers and school staff will be available for phone and email communication to address questions and concerns related to student performance.

Transparent Grading Policies: We will provide clear explanations of grading policies, assessment formats, and evaluation criteria to ensure transparency.
Language Accessibility: Communication will be provided in languages that accommodate the diverse linguistic backgrounds of our student body and their families.
By sharing assessment and performance information through multiple channels, tailored to the needs of students and parents, we foster a strong partnership between the school, students, and families, leading to informed decision-making, academic growth, and a supportive environment.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

Enter content here

Protecting the privacy of individual student academic performance data and other student-related information is of paramount importance to us. We are committed to maintaining strict confidentiality, adhering to legal requirements, and implementing robust security measures to safeguard this sensitive information. Here's our comprehensive plan for ensuring student data privacy:

Compliance with Laws and Regulations: We will comply with all applicable federal and state laws, including the Family Educational Rights and Privacy Act (FERPA) and Florida Admin. Code R. 6A-1.0955, to ensure the privacy and confidentiality of student data.

Data Encryption: All electronic student data will be encrypted during storage and transmission to prevent unauthorized access.

Secure Data Storage: Student data will be stored in secure, password-protected databases that are accessible only to authorized personnel.

Role-Based Access: Access to student data will be granted based on roles and responsibilities, ensuring that only authorized staff have access to specific information.

Restricted Sharing: Student data will not be shared with third parties unless required by law or with explicit consent from parents or guardians.

Parental Consent: Prior to collecting and storing any student data, we will obtain consent from parents or guardians, clearly explaining the purpose and scope of data collection.

Data Minimization: We will collect only the minimum amount of student data necessary to achieve educational objectives, minimizing any potential risks.

Anonymous Reporting: Whenever possible, student data will be anonymized for analysis and reporting purposes to protect individual identities.

Data Retention Policies: Data retention policies will be established to ensure that student data is retained only for the duration necessary to fulfill educational purposes.

Staff Training: All school staff will undergo training on data privacy laws, best practices, and their responsibilities to protect student data.

Secure Online Platforms: Online platforms and software used for data collection and storage will be carefully selected for their security features and compliance with privacy standards.

Physical Security: Any physical documents containing student data will be securely stored and access will be limited to authorized personnel.

Incident Response Plan: An incident response plan will be in place to address any potential data breaches or privacy

violations, ensuring a swift and effective response.
Transparency and Communication: Parents and guardians will be informed of our data privacy policies, explaining how student data is collected, stored, and used.
Data Audits: Regular audits will be conducted to monitor and assess our data protection measures, identifying areas for improvement.
Our commitment to student data privacy is a fundamental aspect of our school's operations. By following best practices, adhering to legal requirements, and prioritizing security measures, we will ensure that student academic performance data and other student-related information are treated with the utmost care and confidentiality.

Evaluation Criteria: Student Performance

Reviewers will look for:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Element Review

Rating/Description
Meets the Standard Added by Adrienne Reynolds at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

6. Exceptional Students

Reviewer Instructions

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.
Statutory Reference(s):
s. 1002.33(16)(a)3.
Evaluation Criteria:
A response that meets the standard will present:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Form Result

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

Enter content here

Our projected population of students with disabilities is based on careful analysis of historical data, local demographics, and prevailing trends. We are committed to providing an inclusive and supportive educational environment that meets the needs of students with disabilities. While specific numbers may vary, we anticipate the following projected population based on our research and analysis:

Projected Population of Students with Disabilities: Approximately 16.6% of the total student population.

Methodology for Projection:

Historical Data: We have reviewed data from local schools and the FLDOE to understand the percentage of students with disabilities in the region. This historical context helps inform our projection.

Local Demographics: We have considered the local demographic trends, birth rates, and population growth in the catchment area. This analysis was conducted by CBRE, which aids in estimating the potential number of students with disabilities.

Community Outreach: Discussions with parents, caregivers, and community organizations have provided additional insight into the potential number of students with disabilities who may enroll in our school. Three focus groups were conducted in March, May and July of 2025.

Comparable School Data: We have examined data from comparable schools or charter organizations using the FLDOE Broward County Report Card to understand their enrollment trends among students with disabilities.

Legal Requirements: We have ensured that our projected population aligns with legal requirements for providing special education services as mandated by state and federal laws.

Individualized Education Plans (IEPs): We anticipate students with existing IEPs who may be seeking a school environment that meets their needs.

It's important to note that our projection is an estimate based on available information, and the actual population of students with disabilities may vary. Our commitment to providing a full continuum of services and to providing the least restrictive environment while providing inclusive education remains unwavering, and we are prepared to provide appropriate support and services to all students with disabilities who enroll in our school.

B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

Enter description here

Our school provides equal opportunities for all students, including those with disabilities, to enroll and thrive in our charter school. We are committed to upholding the principles of inclusivity, accessibility, and equitable treatment. Here's how we will ensure that students with disabilities have an equal opportunity of being selected for enrollment:

Non-Discrimination Policy: Our enrollment policies strictly adhere to federal and state laws that prohibit discrimination based on disability. We do not discriminate against any student with disabilities during the enrollment process.

Open and Transparent Enrollment Process: Our enrollment process is open and transparent, ensuring that information about our school, application procedures, and deadlines is readily available to all prospective families.

Inclusive Application Process: We make accommodations in the application process to ensure that students with disabilities, including mental impairments, can apply without facing barriers. This may include providing alternative formats for application materials or extending application deadlines upon request.

No Disadvantage Due to Disability: Students with disabilities are evaluated based on their qualifications and not their disabilities. We do not consider disabilities as a factor in determining enrollment. The sample student enrollment application is included as Attachment S.

Random Selection and Lottery: In cases where demand exceeds available space, our school uses a random selection or lottery process to ensure fairness. All eligible students, including those with disabilities, have an equal opportunity to be selected.

Individualized Education Plans (IEPs): We work closely with families and educational professionals to ensure that students with IEPs receive appropriate accommodations and services, as required by law. Our commitment to providing a supportive learning environment is extended to all students with disabilities.

Reasonable Accommodations: Our school will make reasonable accommodations to ensure that students with disabilities can fully participate in all aspects of the educational experience, including access to curriculum, extracurricular activities, and school facilities.

Accessibility Considerations: Our physical facilities and digital resources will be designed to be accessible to students with various disabilities. This includes features such as ramps, elevators, assistive technology, and accessible content.

Ongoing Communication: We maintain open lines of communication with families of students with disabilities to

understand their needs, provide updates on enrollment procedures, and answer any questions they may have.

Collaboration with Advocacy Groups: We collaborate with local advocacy groups and organizations that support individuals with disabilities to ensure that our enrollment processes align with best practices and legal requirements.

In summary, our commitment to inclusiveness and equal opportunity ensures that students with disabilities are afforded the same consideration and access to enrollment as any other student. We will continuously strive to create a welcoming and supportive environment that promotes the success and well-being of all students, regardless of their abilities.

C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

Enter description here

Our school is dedicated to collaborating with the sponsor, families, and educational professionals to ensure that students with disabilities receive Free Appropriate Public Education (FAPE) in the least restrictive environment (LRE) as mandated by federal and state laws. We recognize the importance of individualized support and tailored education for students with disabilities. Here's how we will work through the IEP process to achieve these goals:

Collaborative Approach: We maintain a collaborative relationship with the sponsor to ensure that our school's policies and practices align with the sponsor's guidelines and expectations for serving students with disabilities.

Identifying Students in Need of Support: We actively identify students who may require special education services through careful assessment, observation, input from families, and previous educational records. If necessary, we will collaborate with the sponsor and families to initiate the IEP process.

Individualized Education Plan (IEP) Development: For students identified as needing special education services, we will convene a team, including parents, educators, and relevant professionals, to develop an IEP. The IEP will outline specific goals, accommodations, modifications, and services tailored to the students' needs and strengths. This same team will be responsible for immediate collaboration with all stakeholders when a new student enrolls with an existing IEP.

Least Restrictive Environment (LRE): We are committed to providing an educational environment that is as inclusive and integrated as possible. We ensure that students with disabilities are placed in the LRE where they can interact with non-disabled peers to the maximum extent appropriate while receiving necessary supports.

Ongoing Monitoring and Support: Our educators, special education professionals, and IEP teams will continuously monitor the progress of students with disabilities and adjust their educational plans as needed to meet their evolving needs.

Professional Development: Our educators will receive ongoing professional development in special education practices, IEP development, and strategies for supporting students in the LRE.

Regular Communication: We maintain open lines of communication with families to ensure that their input is valued in the development and implementation of IEPs. Regular meetings will be scheduled to discuss progress, adjustments, and concerns.

Sufficient Resources and Accommodations: We provide the necessary resources, assistive technology, and accommodations outlined in IEPs to support students with disabilities in their academic pursuits and overall growth.

Advocate for Students' Rights: We uphold the rights of students with disabilities and their families, ensuring that they receive the appropriate services, accommodations, and supports they are entitled to under the law.

Annual Review and Revision: Each student's IEP will be reviewed annually, and if necessary, revised to reflect changes in goals, progress, and needs.

In summary, our school is committed to working collaboratively with the sponsor, families, and professionals to ensure that students with disabilities receive a FAPE in the least restrictive environment. Through a tailored IEP process, ongoing support, and a commitment to inclusivity, we aim to create an educational environment where all students can thrive academically and socially. Although the district does not attend annual IEPs, nor does the district sign as the LEA on the IEP, a district representative will attend and participate in staffing to assist the team in determining eligibility, waiver meetings, and change of placement meetings.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified

Enter description here

Our school is dedicated to identifying and providing support for students with disabilities who may not yet have been identified. Early intervention and timely identification are crucial to ensuring that these students receive the appropriate resources and accommodations to succeed academically and socially. Here are the methods we will use to identify such students:

Observation and Data Analysis: Teachers, counselors, and other school staff will be trained to observe students' behavior, academic performance, and social interactions. Regular data analysis will help identify students who may be struggling academically or behaviorally.

Universal Screening: We will implement universal screening measures to assess all students' academic and behavioral progress. These screenings can help us identify students who may need additional support or evaluation.

Response to Intervention (RTI): Our school will implement an RTI framework that provides a tiered approach to addressing students' academic and behavioral needs. Through RTI, we can identify students who do not respond to standard interventions and may require targeted support.

Parent and Teacher Input: We value the insights of parents and teachers who interact with students on a daily basis. We will encourage open communication and collaboration to identify students who may need additional assistance.

Classroom and Behavioral Assessments: We will use various assessment tools to evaluate students' academic performance and behavior in the classroom. This can help us identify students who may be struggling and require further evaluation.

Individualized Observations: Special education professionals will conduct individualized observations of students who are suspected of having disabilities. These observations can provide valuable insights into their learning and behavioral patterns.

Review of Records: We will review students' academic records, previous assessments, and any relevant medical or psychological reports to identify potential disabilities that may not have been previously recognized.

Collaboration with Outside Agencies: We will collaborate with external agencies, healthcare professionals, and specialists who may have insights into students' needs and disabilities.

Early Childhood Screening: For students entering our school at an early age, we will implement early childhood screening to identify developmental delays and potential disabilities.

Professional Development: Our staff will receive ongoing professional development on recognizing signs of potential disabilities, ensuring they are equipped to identify students in need.

In summary, our school is committed to a proactive approach to identifying students with disabilities who may not have been previously identified. By using a combination of observation, data analysis, screenings, collaboration, and assessment, we aim to provide early intervention and support to ensure that all students have the opportunity to reach their full potential.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

Enter description here

Our school is committed to providing a comprehensive range of programs, strategies, and supports to ensure the academic success of students with disabilities who can be educated in a regular classroom environment with at least 80% of instruction occurring alongside non-disabled peers. We recognize the importance of inclusive and personalized education to meet diverse learning needs. Here's how we will achieve this:

Differentiated Instruction: Our educators will use differentiated instruction to tailor lessons to individual learning styles, abilities, and needs. This approach ensures that students with disabilities receive content at their level of understanding while participating in the same classroom environment.

Universal Design for Learning (UDL): Our curriculum will be designed following UDL principles, allowing for multiple means of representation, engagement, and expression. This ensures that instructional materials are accessible to all students, including those with disabilities.

Co-Teaching: We will implement co-teaching models where a special education teacher collaborates with a general education teacher in the same classroom. This partnership of two certified teachers allows for individualized support and accommodation within the regular classroom.

Individualized Education Plans (IEPs): For students with disabilities, IEPs will outline specific goals, accommodations, modifications, and services tailored to their needs. These will guide teachers in providing appropriate support and maintaining a sense of belonging in the classroom.

Small-Group Interventions: We will offer small-group interventions for students who require additional support in specific areas. These interventions can target academic skills, social-emotional development, and other individual needs.

Assistive Technology: Assistive technology tools will be available to students with disabilities to enhance their learning experience. This technology can include text-to-speech software, speech recognition tools, and digital organizers.

Flexible Assessments: Assessments will be designed to accommodate students' individual needs, ensuring that they can demonstrate their understanding in ways that align with their abilities.

Collaborative Planning: Regular collaboration between general education teachers, special education teachers, and support staff will ensure that the instructional needs of all students are met.

Behavioral Supports: We will implement positive behavior interventions to address behavioral challenges and provide a supportive classroom environment for students with disabilities.

Peer Assistance and Mentoring: Students with disabilities will have opportunities to engage with peer mentors who provide academic, social, and emotional support.

Parent Involvement: We value the input of parents in planning their child's education. Regular communication and collaboration with parents ensure that their child's needs are met effectively.

Professional Development: Our educators will receive ongoing professional development to enhance their skills in differentiating instruction, using assistive technology, and implementing effective inclusive practices.

In summary, our school is dedicated to providing a robust set of programs, strategies, and supports to ensure the academic success of students with disabilities in a regular classroom environment. By embracing inclusive practices, individualized support, and a commitment to diversity, we aim to create an environment where all students thrive academically and socially.

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Enter description here

Our school is committed to working collaboratively with the sponsor and through the Individualized Education Plan (IEP) process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can receive a Free Appropriate Public Education (FAPE). We recognize the importance of individualized support and tailored education to meet the unique needs of each student. Here's how we will ensure the provision of FAPE:

Collaborative Decision-Making: Although the district does not attend annual IEPs, nor does the district sign as the LEA on the IEP, a district representative will attend and participate in staffing to assist the team in determining eligibility, waiver meetings, and change of placement meetings. We will collaborate closely with the sponsor, families, and IEP teams to make informed decisions regarding the placement and services needed for students with disabilities.

Evaluation and Assessment: Through thorough evaluation and assessments, we will determine the student's strengths, challenges, and specific needs. This process will guide the development of the student's IEP.

Individualized Education Plan (IEP) Development: The IEP will outline the student's goals, accommodations, modifications, and services needed to ensure their academic success and overall growth. This plan will be developed collaboratively with input from parents, educators, and specialists.

Placement Considerations: We will consider the appropriate balance between regular classroom instruction and resource room support to meet the student's educational needs. Our goal is to provide the least restrictive environment while ensuring access to the necessary services.

Ongoing Monitoring and Progress Assessment: We will closely monitor the student's progress and regularly assess the effectiveness of the support and accommodations outlined in the IEP. Adjustments will be made as needed to ensure the student's success.

Communication and Transparency: We will maintain open lines of communication with parents, keeping them informed of the student's progress, adjustments to the IEP, and changes in services.

Collaboration with Resource Room Staff: Resource room staff and general education teachers will collaborate to ensure a cohesive approach to instruction and support. Regular discussions and sharing of strategies will help provide a seamless experience for the student.

Parental Input and Decision-Making: Parents' input and preferences will be valued in the decision-making process regarding the student's placement and services. Decisions will be made collectively with their involvement.

Regular IEP Meetings: IEP meetings will be scheduled at least annually to review the student's progress, discuss adjustments to the IEP, and determine if the placement is still appropriate.

Professional Development: Our educators will receive ongoing professional development to enhance their skills in providing support and accommodations to students with disabilities.

In summary, our school is committed to a collaborative and student-centered approach when determining the appropriate balance between regular classroom and resource room instruction for students with disabilities. By working together with the sponsor, families, and IEP teams, we aim to provide a FAPE that ensures academic success, growth, and a positive learning experience for every student.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Enter description here

Our school is committed to working collaboratively with the sponsor and through the Individualized Education Plan (IEP) process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can receive a Free Appropriate Public Education (FAPE). We recognize that each student's needs are unique, and our goal is to provide the necessary support and resources for their academic success and overall development. Here's how we will ensure the provision of FAPE:

Collaborative Decision-Making: We will collaborate closely with the sponsor, families, and IEP teams to make informed decisions regarding the most appropriate placement and services for students with disabilities.

Comprehensive Evaluation and Assessment: Through thorough evaluation and assessments, we will gain a deep understanding of the student's strengths, challenges, and specific needs. This information will guide the development of a tailored IEP.

Individualized Education Plan (IEP) Development: The IEP will outline the student's goals, accommodations, modifications, and services needed to ensure their academic success, growth, and overall well-being. This plan will be developed collaboratively with input from parents, educators, and specialists.

Consideration of Least Restrictive Environment (LRE): While some students may require a separate classroom, we will always consider opportunities to include them in general education settings to the extent possible, even if at a minimal level.

Intensive Support and Differentiation: For students requiring alternate classroom setting, we will provide intensive support, individualized instruction, and differentiation to meet their unique learning needs. Highly qualified educators and specialists will work collaboratively to deliver appropriate instruction.

Regular Progress Monitoring: We will consistently monitor the student's progress and assess the effectiveness of the support and accommodation outlined in the IEP. Regular adjustments will be made as needed.

Parental Involvement and Communication: Parents will be active in the decision-making process and will be kept informed of their child's progress, adjustments to the IEP, and changes in services.

Transition Planning: Transition planning will be a critical component of the IEP process for students in separate classrooms. We will collaborate with families and students to

create a plan that ensures a smooth transition between educational settings when appropriate.

Regular IEP Meetings: IEP meetings will be scheduled at least annually to review the student's progress, discuss adjustments to the IEP, and determine if the placement meets the student's needs.

Professional Development: Our educators and specialists will receive ongoing professional development to enhance their skills in providing support and accommodations to students with disabilities in separate classroom settings.

In summary, our school is committed to providing a collaborative, student-centered approach when determining the appropriate educational placement for students with disabilities requiring a separate classroom. By working closely with the sponsor, families, and IEP teams, we aim to provide a FAPE that promotes academic success, growth, and a positive learning experience for each student.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

Enter description here

Our school is dedicated to the continuous monitoring and evaluation of the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in their Individualized Education Plan (IEP) or 504 plan. We understand the importance of tracking progress, making data-informed decisions, and making necessary adjustments to support each student's growth. Here's how we will ensure effective monitoring and evaluation:

Data Collection and Progress Tracking: Our educators and specialists will consistently collect data on students' academic performance, behavioral development, and growth. Regular assessments will be conducted to measure students' progress against their IEP goals and objectives.

Individualized Support Plans: For students with IEPs, individualized support plans will be developed to outline specific strategies, accommodations, and services to help them meet their goals. These support plans will be monitored regularly to ensure their effectiveness and relevance.

Goal Review and Adjustments: IEP teams will at least convene annually to review the progress of students with disabilities and discuss the attainment of their goals. Adjustments will be made to the IEPs, if necessary, based on the student's progress and changing needs.

Ongoing Communication: Regular communication will be maintained with parents and caregivers to keep them informed about their child's progress and any adjustments made to their IEP. Parent-teacher conferences, progress reports, and open lines of communication will ensure that families are engaged partners in their child's education.

Data-Informed Decision-Making: Data collected through assessments and observations will be analyzed to inform decisions about instructional strategies, interventions, and supports. This data-driven approach will help tailor instruction to meet individual student needs.

Professional Development: Our educators will receive training in using data to inform instruction, assess progress, and adapt strategies to meet the needs of students with disabilities.

Intervention Strategies: For students facing challenges in achieving their goals, intervention strategies will be implemented promptly to provide additional support. These strategies may include small-group interventions, targeted instruction, or support.

Collaborative Support: Collaboration between general education teachers, special education teachers, and support staff will ensure a cohesive approach to supporting students with disabilities.

Gradual Release of Responsibility: As students make progress, they will be gradually encouraged to take more responsibility for their learning, empowering them to become active participants in their educational journey.
Documentation and Reporting: Progress and assessments will be well-documented, and detailed reports will be maintained to demonstrate the effectiveness of interventions and the achievement of goals.
Comprehensive Testing Support for Students with Disabilities (SWD): The school will provide SWD with appropriate accommodations for standardized assessments, as outlined in each student's Individualized Education Program (IEP) or 504 Plan. IEP teams, including teachers and parents, will review and determine accommodations tailored to individual needs, such as extended time, alternative formats, small-group settings, or assistive technology. Staff will receive training on implementing accommodations consistently and in compliance with state guidelines. Progress monitoring data will guide any necessary instructional adjustments before testing, ensuring equitable access to assessments and adherence to Florida's testing policies for SWD.
Individualized Assessment Accommodations: The school will provide a range of accommodations tailored to meet the specific needs of each SWD, as indicated in their Individualized Education Program (IEP) or 504 Plan. Accommodations may include, but are not limited to, extended testing time, frequent breaks, modified test formats (such as Braille or large print), small-group or individual testing environments, the use of assistive technology, and alternative response formats. These accommodations ensure SWD have the necessary support to demonstrate their knowledge and skills effectively.
IEP Team Collaboration and Planning: The IEP team, which includes educators, specialists, and parents, will collaboratively review each SWD's needs well in advance of testing periods. During this review, the team will confirm or adjust assessment accommodations, ensuring they are appropriate for both the student's current needs and the specific format of the upcoming standardized tests. This process will help tailor supports to the unique requirements of each assessment.
Staff Training and Professional Development: Teachers, proctors, and testing coordinators will participate in professional development to ensure they understand and correctly implement each accommodation. Training will cover state testing protocols, accommodation best practices, and strategies for maintaining test integrity while supporting SWD. Additionally, staff will learn to monitor student well-being

during testing to create a supportive, stress-minimized environment.

Progress Monitoring and Pre-Testing Readiness: The school will utilize continuous progress monitoring throughout the year to assess SWD academic growth and readiness for standardized testing. Data from these assessments will guide individualized instructional adjustments to better prepare students for testing. The school will also conduct practice testing sessions under accommodation conditions, helping students become comfortable with the process and enabling staff to identify any necessary adjustments to support plans.

Adherence to State Guidelines and Compliance: The school will strictly adhere to Florida's Department of Education guidelines for testing accommodations for SWD, ensuring compliance with both state and federal laws, including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act. The governing board will regularly review testing practices to confirm that the school meets or exceeds compliance requirements, supporting fair and equitable testing experiences for SWD.

This comprehensive plan ensures that SWD are fully supported throughout the testing process, enhancing accessibility and promoting a fair opportunity for all students to succeed.

In summary, our school is committed to thorough and ongoing monitoring and evaluation to ensure the attainment of each student's goals as outlined in their IEP or 504 plan. By maintaining a collaborative approach, data-driven decision-making, and a focus on individualized support, we aim to provide students with the resources they need to thrive academically and personally.

I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

Enter content here

Our staffing plan for the school's special education program is designed to provide comprehensive support and services to students with disabilities based on the projected population and their diverse needs. The qualifications of our staff are aligned with state requirements and best practices in special education. The following is an outline of our staffing plan:
Special Education Director/Coordinator: 1

- Qualifications: Master's degree in special education or related field, administrative certification, experience in special education leadership.
- Responsibilities: Oversees the entire special education program, manages IEP processes, collaborates with staff and families, ensures compliance with regulations.

Special Education Teachers: 1-2 special education teachers. (Excludes dual certified teachers)

- Qualifications: Bachelor's or Master's degree in special education, appropriate certification.
- Responsibilities: Deliver specialized instruction, develop and implement IEPs, collaborate with general education teachers, assess student progress.

Paraprofessionals/Teacher Assistants: up to 2 if needed

- Qualifications: Appropriate certifications and training in working with students with disabilities.
- Responsibilities: Provide support within classrooms, assist in implementing IEPs, offer individualized assistance to students.

Speech-Language Pathologist: 1

- Qualifications: Master's degree in speech-language pathology, appropriate state licensure.
- Responsibilities: Provide speech therapy, assessments, and interventions for students with communication disorders.

Counselor/Social Worker: 1

- Qualifications: Master's degree in counseling or social work, appropriate state licensure.
- Responsibilities: Provide support, counseling, and interventions for students with emotional or behavioral needs.

Professional Development: All staff members in the special education program will receive ongoing professional

development to stay updated on best practices, regulations, and the latest strategies in special education.

In summary, our staffing plan is designed to ensure that students with disabilities receive the support and services they need to succeed academically, socially, and emotionally. Our team is committed to fostering an inclusive and supportive learning environment for all students.

J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

Enter description here

The school's overall effectiveness in serving exceptional education students will be evaluated through a comprehensive and multi-faceted approach that considers academic progress, social and emotional growth, parent and student satisfaction, compliance with legal regulations, and ongoing collaboration with stakeholders. The evaluation process will be ongoing and data-driven, aiming to continually enhance the quality of support and services provided. Here's how we will evaluate the effectiveness of our special education program:

Academic Progress: Regular assessment of students' academic progress will be conducted, comparing their performance against IEP goals and state standards. Standardized test scores, classroom assessments, and progress monitoring data will be analyzed to measure growth over time.

IEP Compliance: The accuracy and timeliness of IEP development, implementation, and monitoring will be assessed to ensure that each student's needs are being addressed appropriately.

Student Growth and Achievement: Individual student growth over time will be evaluated, considering their starting point and the progress made toward their personalized goals.

Life Skills Development: The school will track students' growth, behavior improvement, and engagement in school activities through observations, assessments, and feedback from teachers and counselors.

Parent and Student Satisfaction: Surveys and feedback from parents and students will be collected to gauge their satisfaction with the special education program, services, and support.

Collaboration and Communication: The effectiveness of collaboration between special education and general education teachers, support staff, and families will be evaluated to ensure a cohesive approach to student support.

Professional Development: The ongoing professional development provided to special education staff will be assessed to ensure they are equipped with the skills and knowledge necessary to meet students' needs effectively.

Data Analysis: Data collected through assessments, progress monitoring, and feedback will be analyzed to identify trends, areas of improvement, and successes.

Continuous Improvement Plan: Based on the evaluation findings, the school will develop a continuous improvement plan that outlines actionable steps to enhance the quality of support and services for exceptional education students.

External Review: Periodic external reviews by third-party evaluators or consultants will provide an objective perspective

on the school's effectiveness in serving exceptional education students. This cost will be incurred by the ESP.

In summary, our school is committed to a comprehensive evaluation process that considers academic progress, growth, parent and student satisfaction, compliance, and collaboration. By continuously assessing our efforts and making data-driven improvements, we will ensure that our special education program effectively meets the diverse needs of all exceptional education students and fosters their success in both academic and personal domains.

K. Describe how the school will serve gifted and talented students.

Enter description here

Our school is dedicated to providing a supportive and enriching educational experience for gifted and talented students. We recognize that these students have unique learning needs and abilities that require specialized attention to help them reach their full potential. Here's how we will serve gifted and talented students:

Differentiated Instruction: Our educators will use differentiated instruction to tailor learning experiences to the strengths, interests, and readiness levels of gifted and talented students. Advanced content, accelerated pacing, and challenging assignments will be provided to ensure these students remain engaged and appropriately challenged.

Enrichment Opportunities: We will offer a range of enrichment opportunities such as advanced courses, honors classes, and other school based specialized/enrichment programs that allow gifted and talented students to delve deeper into their areas of interest.

Individualized Learning Plans: Individualized learning plans will be developed for gifted and talented students to outline personalized academic goals, challenges, and opportunities for growth.

Advanced Curriculum: Advanced and specialized curriculum will be provided across various subjects, allowing gifted and talented students to explore complex concepts and engage in advanced projects.

Independent Study and Research Projects: Gifted and talented students will have the chance to pursue independent study projects and research, fostering a sense of curiosity, exploration, and self-directed learning.

Flexible Grouping: Flexible grouping practices will be implemented, allowing gifted and talented students to collaborate with peers of similar abilities on challenging projects and activities.

Mentorship and Expert Guest Speakers: Gifted and talented students will have opportunities to connect with mentors, experts, and guest speakers in their fields of interest.

Competitions and Challenges: Students will be encouraged to participate in academic competitions, challenges, and contests that align with their interests and strengths.

Project-Based Learning: Gifted and talented students will engage in project-based learning experiences that encourage critical thinking, problem-solving, and creativity.

Professional Development: Our educators will receive ongoing professional development to enhance their ability to identify and support the needs of gifted and talented students.

Parent Engagement: We will actively involve parents in the education of their gifted and talented children, providing

resources, workshops, and opportunities for collaboration.
Peer Networks: Gifted and talented students will have the chance to connect with peers who share their interests and abilities, fostering a sense of community and mutual support.
Regular Assessment and Adjustment: The progress of gifted and talented students will be closely monitored through assessments and ongoing dialogue, allowing us to adjust instruction as needed.
In summary, our school is committed to providing gifted and talented students with a learning environment that fosters their unique abilities, supports their passions, and challenges them to excel academically and personally. Through personalized instruction, enrichment opportunities, and a supportive community, we aim to empower these students to become lifelong learners and leaders in their chosen fields.

Evaluation Criteria: Exceptional Students

Reviewers will look for:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Notes

Concern was added at 10/10/2025 02:58 PM by Paley Munn

Reviewed by Paley Munn, CSM/SD; Maribel Lauzurique, ESE Department
The Charter Application Failed to clearly identify the appropriate team members for the IEP Process for Students with Disabilities. What is the School's plan to ensure the appropriate team members are in attendance for IEP meetings?

The Charter Application Failed to state they will employ certified staff to serve Gifted students. What is the School's plan to ensure they employ certified staff to serve Gifted students?
The Charter Application Failed to include the distribution of Quarterly Progress Reports for Students with Disabilities and Gifted students. What is the School's plan for ensuring quarterly distribution of Quarterly Goal Progress Reports with data-based comments for Students with Disabilities and Gifted Students?
The Charter Application Failed to include procedures for Extended School Year (ESY). What is the School's plan to ensure access to ESY for applicable Students with Disabilities?
The Charter Application Failed to include the distribution of Procedural Safeguards for Students with Disabilities and Gifted students. What is the School's plan to ensure for the distribution of Procedural Safeguards for Students with Disabilities and Gifted students at the appropriate times?

Element Review

Rating/Description
Partially Meets the Standard Added by Paley Munn at 10/10/2025
Partially Meets the Standard Added by Maribel Lauzurique at 10/10/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

7. English Language Learners

Reviewer Instructions

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.
Statutory Reference(s):
s. 1002.33(10)(f)
Evaluation Criteria:
A response that meets the standard will present:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high-quality education.

- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Form Result

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.

Enter description here

Our proposed charter school is committed to meeting the needs of English Language Learners (ELLs) as mandated by both state and federal laws. Our approach ensures that ELL students receive equitable access to our programming while fostering a supportive and inclusive learning environment. The school will ensure that they meet all legal obligations regarding the education of English Language Learners. Here's an overview of how we will address these requirements:

Identifying ELL Students: We will employ standardized assessment tools such as the Home Language Survey and WIDA to identify ELL students and determine their English proficiency levels. These assessments will include language proficiency tests and evaluations of language and literacy skills and will be administered by the ELL Coordinator or trained staff. Additionally, we will collaborate with previous schools and utilize student records to identify ELL students entering our program.

Equitable Access to Programming: To ensure equitable access to our programming, we will implement the following strategies:

ESOL Curriculum Integration: English for Speakers of Other Languages (ESOL) instruction will be seamlessly integrated into the curriculum across subjects. This approach supports language development while allowing ELL students to engage with core content.

Differentiated Instruction: Our teachers will differentiate instruction based on ELL students' language proficiency levels, learning styles, and academic needs. This personalized approach supports individual progress and success.

Language Support: ELL students will receive language support services through small-group instruction, peer mentoring, and specialized resources. This assists them in developing English language skills required to engage fully in the curriculum.

Communication with Families: We are committed to fostering strong communication with ELL students' families and adopting all federally and locally mandated communication regulations and timelines. This will include but is not limited to:

Cultural Competency: Our staff will receive training to develop cultural competency, ensuring effective communication and understanding with families from diverse linguistic and cultural backgrounds.

Translation Services: We will provide translation services for important documents, such as newsletters, school policies, and event announcements, enabling families to stay informed.

Bilingual Staff: We will strive to have bilingual staff members who can effectively communicate with ELL students and their families in their preferred languages. Will also have an ELL

interventionist for any language whose student population exceeds 15.

Parent Engagement Workshops: We will host workshops to help families understand the school system, our curriculum, and their role in supporting their child's education.

Professional Development: Our educators will undergo professional development to enhance their expertise in teaching ELL students. This training will encompass language acquisition strategies, differentiated instruction, and effective ways to support language development across subjects.

In summary, our school is committed to providing ELL students with equitable access to education, aligning with state and federal requirements. By integrating ESOL instruction, employing differentiated strategies, facilitating effective communication, and fostering a culturally inclusive environment, we ensure that ELL students thrive academically and socially while celebrating their unique linguistic and cultural identities.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

Enter description here

Our school is dedicated to ensuring academic success and equitable access to the core academic program for English Language Learners (ELLs) across all proficiency levels, including those below, at, or above grade level. We are committed to implementing specific instructional programs, practices, and strategies that cater to the diverse needs of ELL students:

Sheltered Instruction: For ELLs in middle school below grade level, we will utilize sheltered instruction techniques. This approach involves modifying language complexity while maintaining the integrity of content. Teachers will use simplified language, visual aids, and hands-on activities to facilitate comprehension of core subject matter.

Differentiated Instruction: Differentiated instruction will be a cornerstone of our approach for ELLs across all proficiency levels. Teachers will tailor instruction based on individual students' language abilities, learning styles, and academic needs. This includes providing additional support, extension activities, and varied resources.

Scaffolding: For ELLs at or slightly below grade level, we will employ scaffolding strategies to gradually build their language skills while advancing their understanding of core content. This involves providing prompts, graphic organizers, and structured activities to support comprehension.

Collaborative Learning: Collaborative learning will be encouraged for ELLs at all levels. Working in groups allows ELL students to engage with peers, practice language skills, and learn from one another's perspectives.

Language Immersion: ELL students at higher proficiency levels will benefit from language immersion techniques. We will encourage them to engage in discussions, presentations, and projects that require advanced language skills, promoting further language development.

Vocabulary Development: A focus on vocabulary development will be central to our instruction for ELLs at all levels. We will integrate explicit vocabulary instruction, context-based word learning, and interactive activities to expand students' language repertoire.

Modified Assessment: For ELLs, assessments will be designed with language proficiency in mind. We will ensure that assessments align with language capabilities and provide alternative assessment methods that allow students to demonstrate their understanding effectively.

Cultural Relevance: Incorporating culturally relevant content and examples will enhance ELL students' engagement and comprehension. This strategy helps bridge linguistic and cultural gaps while making learning meaningful.

Family Involvement: Engaging families in ELL students' education is vital. We will host workshops, provide resources, and maintain open lines of communication to empower families to support their child's academic journey.

Professional Development: Our educators will receive ongoing professional development focused on effective ELL strategies, linguistics, cultural competency, and differentiated instruction. This ensures that teachers are equipped to address the unique needs of ELL students.

In summary, our instructional programs, practices, and strategies for ELLs encompass a holistic approach to cater to diverse proficiency levels. By employing sheltered instruction, differentiation, scaffolding, collaborative learning, and more, we will ensure that ELL students receive equitable access to the core academic program while fostering academic success and language development.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

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Enter content here

Our school is dedicated to the ongoing monitoring and evaluation of the progress and success of English Language Learners (ELL) students. Our plans encompass a comprehensive approach that includes regular assessments, data analysis, collaborative discussions, and a clear framework for exiting students from ELL services when they have achieved language proficiency. Here's an outline of our monitoring and evaluation plans:

Initial Language Proficiency Assessment: Upon enrollment and depending on the Home Language Survey, ELL students will undergo an initial language proficiency assessment within the first twenty days to determine their English language proficiency levels. If the student is not assessed within 20 days, the period is extended to an additional 20 days, and parents are notified in writing. This assessment will provide baseline data that informs instructional planning. (WIDA Screener)

Formative Assessments: Formative assessments will be conducted regularly to gauge ELL students' progress in language acquisition and content comprehension. These assessments will be both informal (observations, classwork) and formal (quizzes, presentations), providing ongoing insights into students' development.

Data Analysis and Progress Tracking: Teachers and instructional leaders will regularly analyze assessment data to track individual students' progress over time. This data-driven approach will guide instructional decisions and interventions for ELL students.

Collaboration and Professional Learning Communities: Teachers will collaborate in professional learning communities to discuss student progress, share successful strategies, and address challenges. These collaborative discussions will foster a supportive environment for refining instructional approaches.

Exit Criteria and Process: Students will exit ELL services based on ACCESS for ELLS 2.0 for the State of Florida. This will be based on established criteria, which include achieving proficiency in language skills and demonstrating consistent academic performance. The exit process will involve collaboration among ELL teachers, classroom teachers, parents, and administrators.

Parent Involvement: Parents will be engaged in the progress monitoring process through regular updates on their child's language development and academic performance. Meetings will be held to discuss assessment results, set goals, and collaboratively plan for support.

Transition Support: Students who exit ELL services will receive transition support to ensure their continued success. This may

include ongoing monitoring, targeted intervention, and assistance in adapting to standard classroom expectations.

Periodic Review and Reflection: The school leadership team will periodically review the effectiveness of our ELL support programs and make adjustments based on outcomes and feedback. This ongoing review process ensures continuous improvement.

Professional Development for ELL Educators: Our ELL educators will participate in professional development focused on monitoring and evaluation strategies for ELL students. This training will equip them with the knowledge and skills needed to effectively track progress and make informed decisions.

In summary, our plans for monitoring and evaluating ELL students' progress encompass a holistic approach that ensures ongoing assessment, data analysis, collaboration, and transparent communication with families. With a clear exit criteria and transition support framework, we aim to guide ELL students towards language proficiency and academic success while continuously refining our instructional approaches.

D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

Enter description here

Our staffing plan for the English Language Learner (ELL) program is designed to provide comprehensive support to ELL students across different proficiency levels. Our goal is to create an environment where ELL students can thrive academically, socially, and linguistically. The staffing plan includes the following components:

ELL Teachers: Teachers who specialize in English language acquisition and instruction in addition to their content area certification. These teachers will be responsible for providing targeted language support, designing differentiated instruction, and collaborating with classroom teachers to ensure ELL students' success. Proposed qualifications for ELL teachers include:

- A bachelor's or master's degree in English as a Second Language (ESL), TESOL (Teaching English to Speakers of Other Languages), or a related field.
- State certification in ESL or ESOL.
- Knowledge of effective ELL instructional strategies and methodologies.
- Strong communication skills and cultural sensitivity.

Classroom Teachers: All classroom teachers will receive training in ELL strategies and differentiation to effectively support ELL students in mainstream classrooms. They will collaborate closely with ELL teachers to align instruction, develop appropriate content modifications, and address individual student needs.

School Based ELL Coordinator: A School Based ELL coordinator will oversee the implementation of the ELL program, collaborate with instructional leaders, and provide ongoing professional development for teachers. The ELL coordinator will also ensure that ELL students' progress is monitored, and data-driven decisions are made to support their academic growth.

Support Staff: Depending on the size of our ELL student population, we may allocate additional support staff, such as paraprofessionals or teacher assistants, to provide one-on-one or small-group assistance to ELL students.

Professional Development: Continuous professional development will be provided to all staff involved in the ELL program. This training will cover best practices in ELL instruction, cultural competence, assessment strategies, and collaboration between ELL and content teachers.

Bilingual Support: Whenever possible, we will strive to hire bilingual staff members who can communicate effectively with ELL students and their families in their native languages.

Bilingual staff members facilitate smoother communication and a more inclusive environment.
Experience and Expertise: We will prioritize hiring ELL teachers with experience working with diverse student populations and a proven track record of improving English language proficiency and academic achievement.
Based on Broward County's current English Language Learner (ELL) population of approximately 15.0%, as reported by the County Report Card 2024-2025 published by the FLDOE, we project that ELL students will comprise a similar percentage of our enrollment. This projection will guide our staffing plan, ensuring sufficient resources to support ELL students effectively. Our plan includes hiring certified ESOL instructors and providing targeted professional development for all teachers to equip them with strategies to support language acquisition. Additionally, we will monitor enrollment trends and adjust staffing as needed to maintain adequate support for our ELL students, ensuring alignment with our projections and commitment to inclusive education.
In summary, our staffing plan for the ELL program is designed to provide comprehensive support that addresses the diverse needs of ELL students. Through a team of qualified ELL teachers, collaboration with classroom teachers, ongoing professional development, and a focus on cultural competence, we aim to create an inclusive and supportive learning environment that promotes academic success and language acquisition for all ELL students.

Evaluation Criteria: English Language Learners

Reviewers will look for:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high- quality education.
- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Notes

Question was added at 10/14/2025 12:17 PM by Leyda Sotolongo

Will you be following/adopting the state approved District K-12 ESOL Program Plan?
*For the 2026-2027 school year, the district will be using the WIDA Screener for Kindergarten and the WIDA Screener Online for identification & placement in the ESOL program.

Concern was added at 10/14/2025 12:34 PM by Leyda Sotolongo

The application failed to provide procedures for convening ELL Committee Meetings. 6A-6.0902
The application fialed to provide procedures for creating and maintaining required documentation for ELLs. 6A-6.0902
The application failed to demonstrate and understanding of the requirement to provide extension of services. 6A-6.0902
The application failed to identify allowable accommodations for state, district and classroom assessments. 6A-6.09091
The application failed to provide a clear understanding of district policies and procedures for exiting ELLs from the English for Speakers of Other Languages Program. 6A-6.0903

Question was added at 10/14/2025 12:35 PM by Leyda Sotolongo

What languages will you provide home-school communication in?

Note was added at 10/14/2025 12:41 PM by Leyda Sotolongo

This section was reviewed by Leyda Sotolongo and Vanessa Friedman

Element Review

Rating/Description
Partially Meets the Standard Added by Leyda Sotolongo at 10/14/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

8. School Culture and Discipline

Reviewer Instructions

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.
Statutory Reference(s):
s. 1002.33(7)(a)7.; s. 1002.33(7)(a)11.
Evaluation Criteria:
A response that meets the standard will present:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.

- Recognition of legal obligations and children’s rights related to enforcing student discipline, suspension, and recommended expulsion, including the school’s code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Form Result

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

Enter content here

The culture and ethos of our proposed school are rooted in fostering a dynamic, inclusive, and empathetic learning environment that promotes a positive academic atmosphere and nurtures student intellectual and social development. Our school culture is designed to cultivate well-rounded individuals who excel academically, exhibit strong character, and contribute positively to their communities. Here's how we plan to achieve this:

Culture of Empathy and Inclusion: Our school places a strong emphasis on empathy, understanding, and acceptance. We create an environment where students respect and celebrate each other's differences, embracing diverse perspectives and experiences. This culture of inclusion helps students develop strong interpersonal skills, promoting a sense of belonging and well-being.

Ethical Responsibility: We instill a sense of ethical responsibility in our students, encouraging them to make ethical choices and exhibit integrity in all aspects of their lives. We believe that character development is intertwined with academic success and societal contributions.

Inquiry-Based Learning: Our culture encourages curiosity and critical thinking. Students are encouraged to ask questions, explore topics deeply, and develop a passion for learning. This approach not only enhances academic growth but also fosters independent thinkers who are well-prepared for future challenges.

Collaborative Environment: We promote collaboration and teamwork, both in academic endeavors and in extracurricular activities. Collaborative projects and group discussions help students develop strong communication skills, learn from peers, and appreciate the value of collective effort.

Ethical Decision-Making: Our school ethos emphasizes the importance of ethical decision-making. Through ethical dilemmas, discussions on real-world challenges, and exposure to humane sciences, students develop the ability to make informed and morally sound choices.

Student-Centered Approach: We prioritize the well-being, growth, and development of each student. This student-centered approach ensures that students are supported in their academic pursuits while also receiving the necessary guidance to develop emotionally and socially.

Global Awareness: We nurture a global perspective, encouraging students to understand their roles as responsible citizens in a globalized world. Cultural awareness, international collaborations, and exploration of global issues are integral to our ethos.

Mentorship and Role Models: Teachers, staff, and older students serve as mentors and role models, guiding younger students in their academic, social, and personal development. This mentorship fosters a sense of belonging and offers guidance in navigating challenges.

Celebrating Achievements: We celebrate both academic and character achievements, reinforcing positive behavior, academic excellence, and contributions to the community. Recognizing accomplishments encourages students to strive for success in all aspects of their lives.

In summary, our school culture and ethos are centered on empathy, ethical responsibility, critical thinking, collaboration, and global awareness. This holistic approach not only creates a positive academic environment but also empowers students to become well-rounded individuals who contribute positively to society and make a meaningful impact in the world.

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

- Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;
- List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;
- Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy;
- Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings;
- Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and
- Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.

Enter content here

To develop a comprehensive and compliant student discipline policy, it’s essential to integrate both the Broward County School District Code of Conduct and federal law. Here’s how each element aligns:

The discipline policy should reflect a positive, respectful school environment, aligning with the school's mission. Broward's Code of Conduct emphasizes a safe, inclusive, and respectful environment where student behaviors promote academic success and well-being. This should be central to the school's culture, creating consistency between day-to-day activities and long-term goals.

The approach to classroom management and discipline should be aligned with the school's overall philosophy. The Broward Code encourages a proactive discipline model, which uses positive reinforcement and restorative practices to reduce the need for punitive measures. This creates a learning-focused, rather than punishment-focused, atmosphere.

A clear chain of responsibility for implementing the discipline policy ensures it is applied consistently. The Broward Code outlines roles, stating that teachers are responsible for managing classroom behavior, while administrators handle more serious disciplinary actions. The governing board has oversight to ensure the policy aligns with legal and ethical standards, while ensuring transparency with parents and the community.

By integrating these elements, the school's discipline policy will ensure alignment with its mission, uphold student rights, and maintain a safe and inclusive environment for all learners. The applicant intends to use the local school district's code of conduct policy for our school's code of conduct. We recognize the importance of consistency and alignment with district policies to ensure a safe and supportive learning environment for our students. In order to ensure that students and parents are informed about their rights and responsibilities, the Broward Public Schools (BCPS) Code of Student Conduct and the school’s Student-Parent Handbook will be distributed to families at the beginning of each year and/or upon enrollment at the school, and will be available on the school’s website. To ensure full compliance with the BCPS Code of Student Conduct, Summit Academy Charter School III will implement the following strategies:

Adoption of the Latest BCPS Code of Student Conduct: Summit Academy Charter School III will adopt the most current version of the BCPS Code of Student Conduct and will annually review it to ensure all policies, including SESIR (School Environmental Safety Incident Reporting) codes, are up to date. The school will incorporate any updates from BCPS to ensure

that its discipline policies are fully aligned with district requirements. A dedicated staff member will be responsible for maintaining updated copies of the code and ensuring all staff members are familiar with the latest guidelines.

Staff Training on Discipline and Conduct: The school will participate in **ongoing discipline training** sessions provided by Broward Public Schools. This will include attending mandatory district discipline updates, professional development sessions, and any workshops related to behavior management and student discipline throughout the school year. These trainings will ensure that staff are well-versed in the latest discipline protocols and capable of implementing them effectively.

Implementation of SESIR Codes: Summit Academy Charter School III will use the most **up-to-date SESIR codes** as outlined by Broward Public Schools. Regular audits of SESIR data will be conducted to ensure accurate reporting and compliance with state and district guidelines.

Monitoring and Review of Discipline Procedures: The school will establish a system to regularly monitor adherence to the BCPS Code of Student Conduct. This includes reviewing discipline data, implementing corrective actions, and revisiting policies as needed to maintain compliance. The school's administrative team will meet quarterly to evaluate discipline procedures and make necessary adjustments to align with district expectations.

As a charter school operating within Broward County, we adhere to Florida Statutes regarding student discipline while maintaining our autonomy in developing specific policies. When a student is suspended or recommended for expulsion, we follow procedures outlined in Section 1006.09, Florida Statutes, which governs due process for student discipline.

In cases of suspension, the student will be informed of the reasons for the suspension and given the opportunity to respond. If the suspension is for a period of less than 10 days, the principal or their designee will notify the parent or guardian within 24 hours. Summit Academy Charter School III recognizes that only the Broward County School Board has the authority to expel a student. If a student is suspended for more than 10 days, or if expulsion is recommended, the school will provide written notice to the parent or guardian, and the student will be referred to the Broward County School Board with a recommendation for expulsion. In this event the school will work collaboratively with the school district to develop a plan for providing services to students who are out of school for more than ten days.

A student shall be subject to involuntary withdrawal from the school if (a) the student commits a material violation of the Broward County Code of Student Conduct (such as a Level III or IV offense), which complies with IDEA, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act for

students with disabilities, and (b) if applicable, it has been determined, through the procedures contained in Florida Admin. Code R. 6A-6.03312, that a student's behavior is not a manifestation of the student's disability or (c) the student fails to maintain eligibility, such as residency requirements. The school's dismissal policy affords students with due process, including written notice and an opportunity to challenge the grounds for removal. Summit Academy Charter School III's dismissal policy is more thoroughly described in the school's Student-Parent Handbook, which is included as Attachment G.

The school shall not withdraw a student involuntarily for poor academic performance or for a minor infraction of the Code of Conduct. Summit Academy Charter School III will ensure that no pressure, coercion, negotiation or other inappropriate inducement will be used to attempt to have parents or guardians withdraw students from the school.

For students with disabilities, all actions for dismissal shall be in compliance with IDEA, Section 504 of the Rehabilitation Act, the ADA, and Florida law, including Florida Admin. Code R. 6A-6.03312.

By adopting these measures, Summit Academy Charter School III will ensure compliance with the Broward Public Schools Code of Student Conduct and maintain high standards of discipline and student behavior management. For additional information, please refer to the Student Code of Conduct found in Attachment G.

Attachment G: Proposed discipline policy or student code of conduct, if applicable

Attachment G.pdf

13.96 MB • Added 2 months ago

Evaluation Criteria: School Culture and Discipline

Reviewers will look for:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.
- Recognition of legal obligations and children's rights related to enforcing student discipline, suspension, and recommended expulsion, including the school's code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Element Review

Rating/Description
Meets the Standard Added by Debra Kearns at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

9. Supplemental Programming

Reviewer Instructions

Supplemental Programming
The Supplemental Programming section should describe extra and co-curricular activities offered by the school. This section is optional.
Statutory Reference(s):
NA
Evaluation Criteria:
A response that meets the standard will present:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

Form Result

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

Enter content here

Our school is dedicated to providing a well-rounded educational experience that extends beyond the classroom. We will offer a variety of extra- and co-curricular activities to enhance students' social, emotional, and intellectual development. These activities will align with our mission, values, and the interests of our diverse student population. Here are some examples of the activities we plan to offer:

Arts and Creativity:

- Visual Arts Club: Students can express their creativity through painting, drawing, and other visual arts mediums.
- Performing Arts Ensemble: Opportunities for theater, music, dance, and other performing arts will be provided.

STEM Enrichment:

- Robotics Club: Students can explore engineering concepts and problem-solving through building and programming robots.
- Science Olympiad: Team-based competition that enhances students' knowledge in various science disciplines.

Global Awareness and Community Engagement:

- Model United Nations: Students can engage in simulated diplomatic debates and discussions on global issues.
- Community Service Club: Activities that encourage students to give back to their community and develop empathy.

Outdoor Exploration and Eco-Consciousness:

- Nature Club: Students can participate in outdoor activities, nature hikes, and learn about environmental conservation.
- Gardening Club: Students can cultivate a school garden, promoting sustainability.

Leadership and Personal Development:

- Student Council: An opportunity for students to develop leadership skills and contribute to school decision-making.
- Public Speaking Workshops: Programs to help students build confidence in public speaking and effective communication.

Athletics:

- Age-Appropriate Sports: Flag Football, Basketball, Cross Country, Soccer, Volleyball, Dance, Cheerleading, Step, etc.

Frequency and Funding:
The frequency of these activities will vary based on the nature of the program. Some activities may occur weekly, while others might be held on a monthly or seasonal basis. We plan to secure funding for these activities through a combination of sources:

- Student Fees: Some activities may have nominal participation fees to cover materials, equipment, and facilitators.
- Grants and Sponsorships: We will actively seek grants and sponsorships from local businesses, community organizations, and educational foundations.
- Fundraising: School-wide fundraising events will contribute to funding for extra- and co-curricular activities.
- Parent Involvement: Parent volunteers may offer their expertise or support to run certain programs.

Overall, our aim is to provide a diverse array of activities that cater to students' interests, promote personal growth, and complement their academic experience. We believe that these activities contribute to a holistic education that nurtures well-rounded individuals who are prepared to excel both in academics and in life.

Evaluation Criteria: Supplemental Programming

Reviewers will look for:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

- Lack of supplemental programming may not be a basis for denial.

Notes

Question was added at 10/07/2025 11:47 AM by Rhonda L. Stephanik

Of the extracurricular activities that are mentioned in this application, which ones started at the original location and what is the percentage of participation from the students at that location?

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

IV) ORGANIZATIONAL PLAN

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school's governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

1. Governance

Reviewer Instructions

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

Statutory Reference(s):

s. 1002.33(7)(a)15.; s. 1002.33(9)

Evaluation Criteria:

A response that meets the standard will present:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.
- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.

- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Form Result

A. Describe the school's existing or planned legal status, including non-profit status and federal tax- exempt status.

Enter description here

The proposed charter school is actively pursuing legal status as a non-profit entity and is in the process of obtaining federal tax-exempt status. The application for non-profit status has been submitted, and the school is currently awaiting approval.
Upon receiving approval for non-profit status, the school will be positioned to operate as a tax-exempt organization, ensuring that resources are directed towards enhancing educational programs, supporting students, and maintaining the school's overall mission-driven initiatives.
The school is fully committed to following all legal processes and requirements to secure its non-profit status and federal tax-exempt status, thereby strengthening its foundation for delivering a top-tier educational experience while serving as a responsible and accountable member of the community.

B. Provide the following documents, if available, as attachments:

- The articles of incorporation for the applicant organization (or copies of the filing form) –Attachment H
- 501(c)(3) tax exempt status determination letter (or copy of the filing form) –Attachment I
- Governing board by-laws – Attachment J
- Governing board code of ethics and conflict of interest policy – Attachment K

Attachment H: Articles of incorporation

Attachment H.pdf
793.06 KB • Added 2 months ago

Attachment I: 501(c)(3) tax-exempt status determination letter (or copy of the filing form)

Attachment I.pdf
656.8 KB • Added 2 months ago

Attachment J: Governing board by-laws	Attachment J.pdf 2.66 MB • Added 2 months ago
Attachment K: Governing board code of ethics and conflict of interest policy	Attachment K.pdf 3.68 MB • Added 2 months ago

C. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

Enter content here

The Governing Board functions as the chief policymaking body, overseeing and managing the school's operations. Its role is to lead and govern the organization. The Principal, in alignment with established operating policies, procedures, and approved budgets, holds the responsibility for the day-to-day school operations. The Education Service Provider (ESP) collaborates closely with both the Board and the Principal, facilitating the execution of the charter's terms and the Board's decisions.

The faculty and staff will directly report to the Principal, who is an employee of the Board and is selected and evaluated by the Governing Board. The Board also designates a representative as per F.S. 1002.33 (9) (p) (2). The School Advisory Council plays an integral role in shaping the School Improvement Plan and assists the Board, ESP, and Principal in crafting the budget.

The Governing Board enters into a contract with the ESP to support the school's day-to-day activities and collaborate with the Principal, while the Board retains budgetary approval authority. The ESP's accountability is to the Governing Board, providing support to translate the charter's provisions and the Board's decisions into actions.

In essence, the Principal's leadership encompasses overseeing all school faculty and staff, the

The direct interaction between the Board and the ESP establishes a continuous channel for the Board to verify the ESP's fulfillment of its obligations, which will be explicitly outlined in the management contract. ~~The ESP's performance will be formally assessed by the Board annually, employing an adapted version of the attached ESP Evaluation tool.~~

The Principal will be under the direct supervision of the governing board and subject to annual evaluations conducted by the board. Monthly status updates will be presented by the Principal to the Governing Board, along with attendance at all board meetings to address inquiries. Likewise, the ESP will participate in all Board meetings, reporting to the governing board and ensuring follow-up on action items.

The Principal's accountability will primarily stem from the employment contract's performance expectations. Reporting directly to the Board, the Principal will be assessed by input from Board members on their performance using the Florida Charter School Consortium Tool.

The Broward-based Summit Academy Charter School III will form a Board partially composed of local community members entrusted with overall strategic guidance and operational supervision and experts in the operation and management of schools. The Board's responsibilities include selecting the ESP, formulating and adopting the School Policy manual, overseeing

the budget, and addressing concerns raised by parents and community members.
The Board will internally designate officers to hold distinct roles within the School Board of Directors. Essential roles will include:

- President: This individual will manage the agenda and conduct all meetings of the School Board of Directors. Additionally, they will chair the Principal Hiring Committee.
- Secretary: Responsible for recording and presenting minutes for each board meeting, the Secretary will also ensure archiving and public availability of minutes.
- Treasurer: In charge of leading the Budget Committee, the Treasurer will propose an annual budget to the School Board of Directors. Collaborating with the Principal and ESP, they will ensure accurate financial reporting. Additionally, the Treasurer will oversee the selection and retention of an independent auditor for an annual audit.

These officer positions will be filled annually during the Board's yearly meeting. The Board reserves the right to define supplementary roles as deemed appropriate.

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

Enter content here

The governing board of the proposed charter school will hold quarterly meetings to ensure effective oversight, decision-making, and alignment with the school's mission and goals. These meetings will be held in Broward County and mandate that local representation is present. The board is committed to transparency and accountability, and as such, it will adhere to Florida's Sunshine Law to ensure compliance with open meetings and records laws.

Compliance with Sunshine Law: The board is dedicated to maintaining transparency and open communication with stakeholders, including parents, students, staff, and the community. To ensure compliance with Florida's Sunshine Law (Chapter 286, Florida Statutes), the following measures will be implemented:

Public Notice: The board will provide advance public notice of all board meetings, including date, time, and location, through various communication channels such as the school website, social media, and community announcements.

Agendas and Materials: Meeting agendas, supporting materials, and documents to be discussed will be made available to the public before the meetings. This ensures that interested parties have access to relevant information.

Accessible Meetings: Board meetings will be open to the public and will provide an opportunity for attendees to provide public comments and observe discussions and decision-making processes.

Minutes and Records: Accurate and detailed minutes of each board meeting will be recorded and maintained as part of the official public record. These minutes will accurately reflect the discussions, actions taken, and decisions made during the meetings.

Executive Sessions: While the board aims to conduct its business transparently, there may be instances where certain discussions are held in executive sessions as permitted by law.

By adhering to Florida's Sunshine Law, the governing board will foster an environment of openness, accountability, and effective governance. This approach ensures that the board operates in the best interests of the school and its stakeholders while maintaining the highest ethical standards and transparency.

E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

Enter content here

The governing board of Summit Academy Charter School III envisions a board size of 3 to 7 members who will meet quarterly in Broward County and who bring together a diverse range of skills, expertise, and community representation. The board's composition reflects a combination of business, education, and local community members, ensuring a comprehensive approach to decision-making and oversight.

The current founding board consists of seven members. Key skills and areas of expertise represented on the governing board include education, finance, legal, leadership, curriculum development, community engagement, and organizational management. By having a well-rounded representation of these skills, the board is equipped to make informed decisions that align with the school's mission and strategic goals.

Additionally, the board strives to achieve a composition that reflects the cultural, socioeconomic, and demographic diversity of the local community it serves. This diversity enables the board to better understand the needs and aspirations of students, parents, and stakeholders, fostering a more inclusive and responsive governance structure.

In summary, Summit Academy Charter School III establishes a governing board with a balanced composition of skilled professionals, educators, and community members, working collectively to drive the school's success and ensure high-quality education for all students.

F. Describe how board members have been and will be selected including term limits and selection of officers.

Enter content here

Board members of Summit Academy Charter School III in Broward have been and will continue to be selected through a comprehensive process that emphasizes their alignment with the school's mission, expertise, diversity, and commitment to educational excellence. The Board nominating committee will identify potential candidates based on their qualifications and dedication to the school's values.

The process of selecting officers will be guided by the Board's bylaws and organizational needs. The President, Director, Secretary, and Treasurer positions will be elected annually during the Board's yearly meeting. The selection process will consider the individual's experience, capabilities, and the needs of the school, with a focus on distributing responsibilities and ensuring a well-rounded team.

Collectively, these measures aim to assemble a board with a diverse skill set, comprehensive expertise, and a shared commitment to advancing the Charter School's mission and vision for exceptional education.

G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

Enter content here

The carefully designed structure and composition of the governing board at Summit Academy Charter School III are integral to ensure the school's success on academic, operational, and financial fronts. By assembling a diverse group of individuals with varied skills and expertise, the board will foster a comprehensive approach to decision-making that considers all aspects of the school's operations. The governing board will report progress annually to its sponsor.

Academic Success: The board's representation of educators, curriculum developers, and educational leaders will contribute to the development and implementation of a robust and effective academic program. With a deep understanding of pedagogy and curriculum design, the board will guide the school in aligning instructional strategies with the latest educational research and best practices, ensuring that students receive a high-quality education that meets and exceeds state standards.

Operational Excellence: The presence of board members with expertise in organizational management, finance, and legal matters will be crucial in maintaining smooth and efficient operations. They will provide oversight to ensure compliance with applicable regulations, establish strong financial systems, and develop operational policies and procedures that promote transparency, accountability, and efficiency.

Financial Viability: Board members with financial acumen will play a pivotal role in the school's financial health. Their expertise will aid in budget development, fiscal oversight, and fundraising efforts, safeguarding the school's financial sustainability. The board will also ensure responsible allocation of resources to support instructional needs and enhance the overall student experience.

Strategic Decision-Making: The diverse composition of the board, including community representatives, will provide a 360-degree view of the school's impact on the local community. This broader perspective will help the board make informed strategic decisions that align with the community's values and aspirations, leading to a stronger school-community connection.

Continuous Improvement: By combining the insights and perspectives of educators, professionals, and community advocates, the board will establish a culture of continuous improvement. Regular evaluations, data analysis, and open discussions will lead to informed adjustments in policies, strategies, and initiatives, ensuring that the school remains adaptable and responsive to evolving educational landscapes.

The governing board's strategic composition at Summit Academy Charter School III will be a driving force behind the

school's academic, operational, and financial success. Its diverse skills, expertise, and commitment to student achievement and community engagement will empower the school to thrive and fulfill its mission of providing an exceptional educational experience to all students.

H. Complete the table below (add lines as necessary) and for each individual identified here provide 1) a completed and signed Board Member Information Sheet (template provided), and 2) resume.

Board Member Information Sheet Template.docx
15.05 KB • Added 2 months ago

Board Member Information Sheet	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago New Statement.pdf 452.71 KB • Added 12 days ago
Board member resumes	Attachment L - Resumes.pdf 1.64 MB • Added 2 months ago

Enter content here

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Mari Canetti	*Current*	Treasurer	_____x_ Information Sheet _x_Resume
Kim Johnson	*Current*	Secretary	_____x_ Information Sheet _x_Resume
Julissa Bermudez	*Current*	Member	_____x_ Information Sheet _x_Resume
Elisa Rizo	*Current*	Member	_____x_ Information Sheet _x_Resume
Derica Flagg	*Current*	President	_____x_ Information Sheet _x_Resume

I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

Enter contet here

The governing board of the proposed charter school recognizes the critical role that effective board members play in the success of the school. The board is committed to recruiting local individuals who possess a strong dedication to the school's mission, a diverse range of skills and expertise, and a shared commitment to the highest standards of governance and accountability. The plans for board member recruitment and development include comprehensive strategies to ensure that the board remains well-equipped to fulfill its responsibilities.

Board Member Recruitment:

The board will employ a targeted recruitment process to identify local individuals who align with the school's mission and possess expertise in areas such as education, finance, legal, community engagement, and governance. The recruitment process will involve:

Needs Assessment: The board will conduct a thorough assessment of its needs and areas where additional expertise or diversity is required.

Outreach and Networking: The board will actively seek potential board members through outreach, networking, and engagement with community organizations, educational institutions, and professional networks.

Application and Interview: Prospective board members will submit applications outlining their qualifications and commitment to the school's mission. The board will conduct interviews to assess alignment, expertise, and dedication.

Board Member Orientation:

New board members will undergo a comprehensive orientation process to familiarize them with the school's mission, governance structure, policies, and expectations. The orientation process includes:

Introduction to School: New board members will receive a comprehensive introduction to the school's history, mission, educational programs, and community.

Governance Training: Board members will receive training on their roles, responsibilities, legal obligations, open government laws, financial responsibilities and conflicts of interest and ethics as outlined in state law and the school's bylaws.

Financial and Legal Overview: New board members will gain an understanding of the school's financial operations, budgeting, reporting, and legal compliance.

Community Engagement: The orientation will emphasize the importance of building relationships with the school community, parents, students, and stakeholders.

Ongoing Professional Development:

To ensure the board's continued effectiveness, ongoing professional development will be offered to enhance members' skills and knowledge. This includes:

Regular Workshops: Besides the quarterly meeting held in Broward County, the board will organize workshops on topics relevant to school governance, education trends, legal matters, and financial oversight.

External Resources: Board members will have access to external resources such as conferences, seminars, and training offered by organizations specializing in charter school governance and leadership.

The combination of strategic recruitment, thorough orientation, and ongoing professional development will empower the board to provide effective leadership, strategic guidance, and robust oversight to the proposed charter school. This approach ensures that the board remains dedicated to the school's mission and is well-prepared to navigate the challenges and opportunities in education.

J. Describe the board’s ethical standards and procedures for identifying and addressing conflicts of interest.

Enter content here

The governing board of the proposed charter school is committed to upholding high ethical standards and ensuring transparency in all its actions. The board recognizes the importance of identifying and addressing conflicts of interest to maintain the integrity of its decision-making processes. To this end, the board has established clear ethical standards and procedures that guide its members in their responsibilities and interactions.

Ethical Standards: Board members are expected to act in such a manner as to uphold and enhance personal and professional honor, integrity, and the dignity of the education profession. They are expected to treat with respect all persons, regardless of race, religion, gender, sexual orientation, marital or family status, disability, age or national origin. Board members will avoid any interest or activity that is in conflict with the conduct of official duties. The board members are expected to adhere to a set of ethical standards that include but are not limited to:

Conflict of Interest: Board members will act in the best interest of the school and its students. They will avoid conflicts of interest or the appearance of impropriety that could compromise their ability to make unbiased decisions.

Transparency: Board members will conduct themselves with transparency, honesty, and integrity in all their dealings related to the school. They will disclose any potential conflicts of interest that may arise.

Accountability: Board members will be accountable for their actions and decisions. They will make decisions that prioritize the school's mission and the well-being of its students.

Conflict of Interest Procedures:

Board members will undergo governance training that has been approved by the Florida Department of Education. The program will include comprehensive coverage on the topics of conflicts of interest and ethics, including how to identify the existence of a conflict of interest. In addition, the board has established procedures for identifying and addressing conflicts of interest:

Disclosure: Board members will disclose any potential conflicts of interest to the board chair or designated officer as soon as they become aware of them. This includes financial interests, relationships, or affiliations that may impact their objectivity. Board members who have a conflict of interest and who refuse to resign shall be involuntarily removed by the board.

Action Plan: If a conflict of interest is identified, the board will develop an action plan to address the conflict. This may include seeking outside legal advice, altering decision-making processes, or taking other appropriate measures to address the conflict of interest.

Transparency: The board will ensure that any actions taken to address conflicts of interest are communicated transparently to all parties, including the school community and stakeholders.
Annual Review: The board will conduct an annual review of its conflict of interest procedures and ethical standards to ensure their effectiveness and relevance. The school's policy on conflicts of interest is included as Attachment K.
By implementing these ethical standards and procedures, the governing board of the proposed charter school aims to foster a culture of transparency, accountability, and integrity. This commitment helps ensure that the board's decisions are made in the best interests of the school, its students, and the community it serves.

K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

Enter content here

Summit Academy Charter School III recognizes the importance of involving stakeholders in the decision-making process and fostering a strong sense of community engagement. To achieve this, the school will establish a School Advisory Council (SAC) to serve as a vital link between the school's stakeholders and its governing board and leadership.

School Advisory Council (SAC):

The SAC will consist of diverse stakeholders, including parents, community members, teachers, and school administrators. This advisory body will provide valuable input, feedback, and insights on various aspects of the school's operations and initiatives. The SAC's primary role is to offer recommendations and suggestions to enhance the overall educational experience and ensure alignment with community needs and expectations.

Roles and Duties:

Community Voice: The SAC will serve as a forum for open dialogue between the school and its community members. It will provide a platform for sharing concerns, ideas, and suggestions that contribute to the school's improvement and success.

Policy and Program Feedback: The council will review and provide feedback on school policies, programs, and initiatives. This input will help the governing board and school leadership make informed decisions that resonate with the community's values.

Community Outreach: The SAC will assist in organizing community events, outreach activities, and initiatives that promote collaboration and engagement between the school and its surrounding community.

School Improvement Plan: The council will collaborate with the governing board and school leadership in developing and refining the School Improvement Plan (SIP), ensuring it reflects the aspirations and needs of students, parents, and the community.

Reporting Structure: The SAC will report to the school's principal. It will provide feedback, suggestions, and recommendations directly to the principal, who will then collaborate with the governing board and school leadership to integrate the SAC's insights into decision-making processes. The SAC's involvement will be characterized by transparency, regular communication, and a commitment to fostering a positive school-community relationship.

In summary, the establishment of the School Advisory Council at Summit Academy Charter School III reflects the school's commitment to inclusive decision-making and community involvement. By engaging a diverse range of stakeholders, the

SAC will contribute to the school's ongoing improvement, responsiveness to community needs, and overall success.

L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

Enter content here

Summit Academy Charter School III is dedicated to ensuring an open and transparent environment where parents and students can voice concerns and have their issues addressed promptly and fairly. If a parent or student has an objection to a governing board policy or decision, administrative procedure, or practice at the school, the following process will be followed:

Initial Discussion: The concerned parent or student is encouraged to first engage in a direct and respectful conversation with the relevant staff member or teacher involved. This dialogue will provide an opportunity to clarify any misunderstandings and address the concern.

Formal Complaint: If the issue remains unresolved, the parent or student can submit a formal complaint to the school principal. The complaint should be in writing and detail the specific nature of the concern and any relevant information. The principal will acknowledge receipt of the complaint and initiate an investigation.

Investigation and Resolution: The principal will thoroughly investigate the complaint, gather relevant information, and consider any applicable policies or procedures. Depending on the nature of the concern, the principal may involve other staff members in the investigation process.

Communication: The principal will communicate the findings of the investigation and any recommended actions to the concerned parent or student. If the issue is resolved to the satisfaction of the parent or student, the process will be considered concluded.

Appeal Process: If the parent or student remains dissatisfied with the resolution, they can submit a formal appeal to the Parent Liaison. The appeal should include the details of the original complaint, the investigation process, and reasons for disagreement with the resolution.

Review and Decision: The Parent Liaison, an ESP Representative and a Board Representative will review the appeal, consider the information provided, and make a final decision. The decision will be communicated to the parent or student in a timely manner.

It's important to note that Summit Academy Charter School III is committed to adhering to the student welfare provisions outlined in section 1001.42(8)(c)1.-6., F.S.

All parents have the right to seek relief for a concern regarding a student's welfare under §1001.42(8)(c)1-6, Fla. Stat., and to request appointment of a special magistrate if those concerns are unresolved.

This includes any complaints or disputes related to the following:

- Concerns over a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student.

- Concerns related to any school policies or procedures that are perceived to discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.

- Concerns over classroom instruction related to sexual orientation or gender identity, which is prohibited in grades K-8 and must be age-appropriate for all other grades.

- Concerns over student support services training developed or provided to school personnel that is believed to be out of compliance with guidelines, standards, and frameworks established by the Florida Department of Education.

- Concerns over parental notification at the beginning of the school year about healthcare services offered by the school, including the ability to opt-out or withhold consent for any such services.

- For grades kindergarten through third only, concerns over whether the school provided a well-being questionnaire or health screening form to the parent and sought their permission before it was administered to the student.

Any complaints presented by a parent related to concerns summarized above shall be addressed in the following manner: The parent shall notify the principal of any concerns related to the above areas. The principal (or designee) will provide a response to the parent within seven (7) days. If the parent remains aggrieved, the parent may present the dispute to the Broward School District. The school district must attempt to resolve the dispute within thirty (30) days. If the dispute remains unresolved, a parent may request the appointment of a special magistrate utilizing the "Parental Request for Appointment of a Special Magistrate for Charter School Students." Parents will be provided information regarding where to get the form. For the purposes of this policy, "days" shall mean business days and exclude state, federal and school holidays.

The school shall fully cooperate in the school district's resolution procedures and comply with the school district's decision for resolution of the complaint. The principal shall be responsible for responding to inquiries by the Florida Department of Education regarding a request for appointment of a special magistrate and shall notify the Department of the principal's name and email address.
Overall, the school's complaint resolution process aims to foster effective communication, transparency, and a collaborative approach to resolving concerns and maintaining a positive school environment for all stakeholders.

If the school is filing the application in conjunction with a college, university, museum, educational institution, another non-profit organization or any other partner, provide the following information:

M. Name of the partner organization.

Enter content here N/A

N. Name of the contact person at the partner organization and that person's full contact information.

Full Name N/A N/A

O. A description of the nature and purpose of the school's partnership with the organization.

Enter content here N/A

P. An explanation of how the partner organization will be involved in the governance of the school.

Enter content here N/A

Evaluation Criteria: Governance

Reviewers will look for:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.

- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Element Review

Rating/Description
Meets the Standard Edited by Detra Adams at 11/03/2025
Meets the Standard Edited by Donte' Collins at 11/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 11/07/2025

2. Management and Staffing

Reviewer Instructions

Management and Staffing

The Management and Staffing section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.
Statutory Reference(s):
s. 1002.33(7)(a)9.; s. 1002.33(7)(a)14.
Evaluation Criteria:
A response that meets the standard will present:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.

- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Form Result

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- The pre-operational year;
- The first year of school operations;
- At the end of the charter term; and
- When the school reaches full capacity, if in a year beyond the first charter term.

Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

Attachment M: Organization Charts

Attachment M.pdf

1023.81 KB • Added 2 months ago

B. Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.

--OR--

If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

Enter content here

Recruitment Process:
Establishment of Search Committee: A search committee will be formed, consisting of board members, teachers, parents, and community stakeholders. This committee will oversee the entire recruitment process, ensuring diverse input and transparency.

Job Description Development: The committee will develop a comprehensive job description outlining the responsibilities, qualifications, and desired attributes for the school leader. This will be aligned with the school's mission and vision.
Advertising the Position: The position will be advertised through various channels, including education job boards, professional networks, social media, and local community platforms. Outreach efforts will also include posting in educational associations and attending job fairs to attract a diverse pool of candidates.
Selection Process: Application Review: The search committee will review all applications to shortlist candidates based on their qualifications and experience in educational leadership, particularly in charter schools or similar settings.
Interviews: Shortlisted candidates will participate in multiple rounds of interviews, including one-on-one interviews with committee members and a panel interview with stakeholders. This process will assess candidates' leadership philosophies, problem-solving skills, and alignment with the school's culture and values.
Reference Checks: Reference checks will be conducted for the top candidates to gain insight into their leadership styles and effectiveness.
Final Decision: The search committee will make a recommendation to the governing board, who will make the final hiring decision.
Timeline:

- Month 1: Establish the search committee and develop the job description.
- Months 2-3: Advertise the position and begin accepting applications.
- Month 4: Review applications and conduct initial interviews.
- Month 5: Conduct final interviews and reference checks.
- Month 6: Make the final hiring decision and extend an offer to the selected candidate.

Criteria for Selecting the School Leader

- Educational Background: A master's degree in educational leadership, administration, or a related field is preferred.
- Leadership Experience: A minimum of 5 years of experience in educational leadership, with a strong preference for experience in charter schools or similar educational settings.
- Proven Track Record: Evidence of successful school turnaround or improvement, demonstrated by increased student achievement and positive school culture.
- Knowledge of Best Practices: Familiarity with effective instructional practices, curriculum development, and assessment strategies, particularly for diverse learners.

Key Skills and Competencies

- Visionary Leadership: Ability to articulate and implement a clear vision for the school, aligning the school's goals with the needs of the community and students.
- Strong Communication Skills: Excellent verbal and written communication skills to engage with stakeholders, including staff, students, parents, and the community.
- Collaborative Approach: A demonstrated ability to work collaboratively with diverse teams, fostering a culture of shared decision-making and accountability.
- Data-Driven Decision-Making: Proficient in using data to inform instructional practices and school improvement strategies, ensuring all decisions are based on evidence.
- Cultural Competency: Understanding and appreciation for diversity, ensuring that all students feel valued and included, and that their needs are met.

Qualities for Success

- Empathy and Approachability: The school leader must be approachable and empathetic, building strong relationships with students, staff, and parents to foster a positive school climate.
- Resilience and Adaptability: The ability to navigate challenges and adapt to changing circumstances, maintaining a focus on student achievement and school improvement.
- Commitment to Continuous Improvement: A strong dedication to personal and professional growth, seeking out opportunities for development and encouraging the same in staff.
- Passion for Education: A genuine passion for education and a commitment to providing high-quality educational

experiences for all students.

Attachment O: Position's Qualification Requirements will detail the specific qualifications and skills necessary for the school leader role.

C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

Enter content here

The management structure of Summit Academy Charter School III is designed to ensure effective leadership, clear lines of responsibility, and efficient operations. Key administrative and leadership positions are outlined below along with their corresponding job descriptions provided in Attachment P:
Governing Board:

- Role: Responsible for policy-making, oversight, and strategic direction.
- Accountability: Ensures alignment with the school's mission, compliance with regulations, and financial stability.

Principal (P):

- Role: Manages day-to-day school operations, curriculum delivery, and student performance.
- Accountability: Reports to the Board of Directors, ensures effective school management and academic excellence.

Assistant Principal (AP):

- Role: Supports the Principal in various operational and academic matters.
- Accountability: Assists the Principal in achieving school goals and maintaining a conducive learning environment.

Instructional Staff:

- Role: Delivers curriculum, facilitates student learning, and assesses student progress.
- Accountability: Reports to the Principal, ensures quality instruction and student achievement.

Specialists and Support Staff:

- Role: Provides specialized services, such as counseling, special education, and extracurricular activities.
- Accountability: Supports student needs and contributes to a well-rounded education.

Administrative Staff:

- Role: Handles administrative functions, including HR, finance, and facilities management.
- Accountability: Supports the overall operation of the school and ensures compliance with regulations.

For detailed job descriptions and a comprehensive understanding of the roles, responsibilities, and accountability

for each administrative or leadership position, please refer to Attachment P. These job descriptions have been meticulously developed to ensure clarity and effectiveness in fulfilling the school's mission and objectives.

Attachment P: Job descriptions

Attachment P.pdf
1.04 MB • Added 2 months ago

Attachment O.pdf
724.45 KB • Added 2 months ago

Attachment N.pdf
553.6 KB • Added 2 months ago

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.

Enter content here

	Year 1	Year 2	Year 3	Year 4	Year 5
Fulltime Teachers	~24	~26	~31	~34	~36
ELL Coordinator	1	1	1	1	1
ESE Coordinator	1	1	1	1	1
Principal	1	1	1	1	1
Assistant Principal	1	1	1	1	1
Guidance Counselor	1	1	1	1	1
Curriculum Specialist	1	1	1	1	1
Secretary/Receptionist	1	2	2	2	2
Registrar (IMT)	1	1	1	1	1
Custodian/Cafeteria	2	3	3	3	3
Nurse	1	1	1	1	1
Security personnel	1	1	1	1	1

Attachment Q: Proposed Job description(s) and qualification requirements

Attachment Q.pdf

544.52 KB • Added 2 months ago

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

Enter explanation here

The school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff is comprehensive and aligned with applicable federal laws, state requirements, and the school's design. This plan aims to ensure that the teaching staff is well-equipped to deliver high-quality education that aligns with the school's mission and goals.

Recruitment: The school will implement a rigorous and targeted recruitment strategy to attract highly qualified educators who align with the school's values and vision. The strategy will include advertising positions through various channels such as educational job boards, social media, and networking events. The school will actively seek out educators who have a passion for humane sciences and possess a strong commitment to student success.

Selection: The school will be nonsectarian in its programs, admission policies, employment practices, and operations. The selection process will involve a thorough evaluation of candidates' qualifications, experience, and alignment with the school's mission. A selection committee, consisting of school administration, curriculum specialists and lead teachers, will review applications and conduct interviews. Candidates will be assessed not only on their subject expertise but also on their ability to create an engaging and inclusive learning environment that supports the school's focus on humane sciences.

Certification and Qualifications: The school will adhere to all applicable federal and state laws related to teacher certification. All instructional staff members will be required to hold the appropriate certifications and qualifications for their respective subject areas. The school will verify certifications and conduct background checks to ensure compliance with legal requirements. Some teachers will be dual certified and act in the capacity of more than one role. They will simply be listed as fulltime teachers on the staffing matrix and budget.

Professional Development: The school is committed to providing continuous professional development opportunities for its instructional staff. These opportunities will focus on enhancing teaching skills, staying updated on the latest educational practices, and aligning with the school's curriculum and pedagogical approach. Professional development will include workshops, seminars, conferences, and collaborative learning experiences.

Mentoring and Support: Newly hired instructional staff will be provided with mentoring and support to facilitate their successful integration into the school's culture and instructional practices. Experienced teachers and

administrators will mentor new hires, guiding them through the school's curriculum, instructional methods, and classroom management strategies.
Evaluation and Growth: A comprehensive teacher evaluation process will be established to assess instructional effectiveness, adherence to the school's mission, and alignment with state standards. Feedback from evaluations will guide individualized professional development plans that support teachers in their growth as educators.
Collaboration and Innovation: The School will foster a collaborative environment where teachers have opportunities to share best practices, engage in peer learning, and participate in curriculum development. This collaborative approach will encourage innovation and ensure a consistent alignment with the school's mission.
In summary, the school's plan for recruiting, selecting, and developing a highly qualified and certified instructional staff is designed to attract educators who are passionate about humane sciences, provide them with ongoing support and professional development, and ensure their alignment with the school's mission and goals.

Evaluation Criteria: Management and Staffing

Reviewers will look for:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Notes

Concern was added at 10/15/2025 02:40 PM by Matthew M. Cordova

As per **Sherry Richmond, Human Resources Administrator**:
Section E: Certification and Qualifications: It is stated in this section "All instructional staff members will be required to hold the appropriate certifications and qualifications for their respective subject areas.
Section P: Based on review of attachment P, the qualifications of guidance/school counselor indicates a bachelor's degree from an accredited institution. This is not correct as FLDOE requires a master's or higher degree with a graduate major in guidance and counseling or school counseling that includes a minimum of a six-hundred clock hours of supervised

internship serving school-aged students in a prekindergarten, an elementary or a secondary school setting. Or, under Plan 2 a master's or higher degree with a graduate major in counseling other than guidance and counseling or school counseling that includes the a minimum of a six-hundred clock hours of supervised internship with school-aged children and their families with at least nine (9) semester hours of graduate credits in specific courses outlined at https://www.fldoe.org/teaching/certification/certificate-subjects/administrative-rules/6a-4-0181.stml. The job description should address the responsibilities of conducting behavioral threat assessments (BTAs) and suicide threat assessments (SRAs). If not able to secure a candidate certified or eligible for FLDOE certification in school counseling PK-12, can consider hiring a Department of Health (DOH) registered mental health counselor or FLDOE certified school social worker or school psychologist to fill this role since they can conduct BTAs and SRAs.
Section Q: Indicated under teacher job description in qualification section the following: "ESOL certified or endorse (this qualification may be waived in special situtations..." Teachers identified out-of-field for esol must get in compliance by completing the required training based on subject area being taught which is outlined in Florida State Statute 1012.42 (2) and 6A-1/0503 (3)(b)(1-3) and at https://www.browardschools.com/bcps-departments/human-resources/certification/esol-compliance-and-training-information

Element Review

Rating/Description
Partially Meets the Standard Edited by Sherry Richmond at 10/15/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

3. Human Resources and Employment

Reviewer Instructions

The Human Resources and Employment section should define the policies and procedures that frame the school's relationship with its staff.
Statutory Reference(s):
s. 1002.33(7)(a)14.; s. 1002.33(12)
Evaluation Criteria:
A response that meets the standard will present:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.

- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Form Result

A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

Enter explanation here

The school will comply with all requirements of Florida Statutes Chapter 1012 and Florida Administrative Code Chapter 6A-4, including, but not limited to ensuring that all employees, as required by Florida Statutes 1012.55, hold a valid Florida Educator's certificate or license with the appropriate coverage as provided for in the Course Code Directory and referenced in Florida Administrative Code 6A-1.09441, or are authorized under another provision per Florida Administrative Code 6A-1.0503. If the school has received approval by their governing school board for a teacher to teach out of field as permitted by Florida Administrative Code 6A-1.0503, the school will comply with all parental notification requirements per Florida Statutes 1012.42.

The relationship between the school and its employees will be guided by a framework that fosters a collaborative and professional environment while adhering to the legal context of employment in the state of Florida. The school recognizes that Florida is an at-will employment state, which means that either the employee or the school can terminate the employment relationship at any time, with or without cause. The school shall not employ an individual whose relative, as defined by 1002.33, advocated such employment and is an officer or an employee of the school with authority to recommend employment.

Use of Employment Contracts: While the final use and nature of employment contracts may be determined after application approval, the school's tentative plan is to utilize annual employment contracts for its instructional and administrative personnel in accordance with F.S. 1002.33(16)(b)(6). These contracts will outline the terms and conditions of employment, including roles, responsibilities, compensation, benefits, and expectations for professional conduct.

Purpose of Employment Contracts: The purpose of the employment contracts is to establish a clear understanding between the school and its employees regarding their roles, responsibilities, and the terms of their employment. Contracts provide a legal framework that outlines the rights and obligations of both parties, ensuring transparency and accountability.

Nature of Employment Contracts: The employment contracts will be designed to protect the interests of both the school and its employees. They will outline job duties, performance expectations, requirements for background checks as per F.S 1002.33(12)(g)4, compensation structures, benefits, leave policies, and other terms of employment. The contracts will serve as a reference for both parties and provide a basis for addressing any concerns or disputes that may arise during the employment relationship.

Flexibility and Adaptability: The school recognizes the dynamic nature of education and the need to be adaptable to changing circumstances. As such, the employment contracts will be drafted in a way that allows for updates and adjustments as necessary, while ensuring compliance with state and federal laws.

The school is committed to creating a positive and collaborative work environment that values the contributions of its employees. The use of employment contracts, guided by the at-will employment nature of the state, will contribute to clear communication, mutual understanding, and the establishment of a professional foundation for successful collaboration.

B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

Enter content here

The school's performance evaluation plan for administrators and instructional personnel will adhere to the requirements outlined in s. 1012.34, F.S. (the Student Success Act), ensuring a comprehensive and fair assessment of employee performance. While a detailed outline will be finalized after application approval, the following provides a general overview of the plan:

Performance Evaluation Process:

- Principal Evaluations for Staff: The school's Principal will be responsible for conducting evaluations for instructional staff. These evaluations will be based on a structured assessment framework provided by the Florida Consortium of Public Charter Schools.
- Governing Board Evaluation of Principal: The Governing Board will conduct an annual evaluation of the Principal, assessing their leadership and administrative performance.

Performance Evaluation Instrument: The school will utilize the evaluation instrument provided by the Florida Consortium of Public Charter Schools, which aligns with the state's requirements and best practices for assessing instructional personnel and administrators.

Use of Evaluation Results: The evaluation results will be used to guide professional development plans and support continuous improvement for administrators and instructional personnel. Feedback from evaluations will be provided to employees to identify strengths, areas for improvement, and strategies for growth. The evaluation process will inform decisions related to promotions, compensation adjustments, and recognition of outstanding performance.

Professional Development Integration: The evaluation results will be used to identify areas where additional training or professional development is needed to enhance employee effectiveness. The school will offer targeted professional development opportunities to address areas identified for improvement through the evaluation process.

Alignment with Student Success: The performance evaluation plan will emphasize alignment with student success, ensuring that administrators and instructional personnel contribute positively to students' academic growth and achievement.

Continuous Improvement Approach: The evaluation process will be an ongoing cycle, allowing employees to reflect on their performance, set goals for growth, and receive ongoing feedback to enhance their effectiveness.

While the specifics of the performance evaluation plan will be solidified after application approval, the school is committed to

implementing a robust evaluation process that supports employee development, aligns with state requirements, and ultimately contributes to the overall success of the school and its students.

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

Enter contet here

The school will set its salary to meet or exceed the salaries offered by the Broward County School District. The school's compensation plan will include health insurance, life, short- and long-term disability and 401k benefits. Teachers will be required to participate in evaluations and merit pay as required by Florida Statute 1012.34.

The Performance Salary Schedule (merit pay) includes salary adjustments for performance, which become a lasting part of the employee's base salary and includes salary supplements for specified job assignments or duties, but only remain in effect while the employee is performing those duties or assignments. Neither an adjustment nor a supplement is considered a bonus.

The salary ranges for the employees for the first year are as follows:

- Principal: $98,477-$135,587 Avg. salary: $108,032
- Assistant Principal $55,515-$83,284 Avg salary: $66,900
- Part-time Registrar/Data Prep Clerk: $12,000 Avg salary: $12,000
- Secretary: $30,000-36,000 Avg Salary: $32,000
- Curriculum Coordinator: $50,000-$65,000 Avg. salary: $55,500
- Guidance counselor: $55,000-$65,000 Avg. salary: $57,500
- Custodial: $13-$15 per hour
- Teachers: $50,400-$65,000 Avg salary: $54,300
- ESE/ESOL Coordinator: $52,000-$65,000 Avg salary: $54,500
- Nurse: $40 per hour as needed
- Security Guard: $45,000-$65,000 Avg salary: $55,000

Retention of high-quality staff is paramount to the success of the school. The school's compensation package is competitive with the district's compensation package. In addition to the competitive salary, full-time employees will be provided with health insurance, life insurance, short- and long-term disability insurance and 401k benefits.

The School's retention plan will be developed in greater detail after the hiring of the principal. The main components of the plan will include the following:

- Competitive salary
- 401k benefits
- Insurance benefits
- Empowerment: the School believes in the importance of empowering its teachers to use their skills and special talents to promote the mission and vision of the school

- Ownership: the School believes in the importance of teachers taking ownership in the program, curriculum and school.
- Professional growth: the School believes in the importance of providing relevant and necessary opportunities for professional growth, and in providing teachers the opportunity to assess their needs as it relates to professional development
- Trust and mutual respect: the School will hire what it believes to be highly qualified teachers. Since the School will hire professionals ready, willing and excited to be at the School, the School will demonstrate trust and mutual respect for its teachers as professionals that will get the job done.
- Support: the School understands the importance of providing support to its teachers.
- Respecting and protecting a teacher's teaching and planning time: the School understands that professionals must be given the opportunity to do what they do. Interruptions during teaching time and during planning time hinder student learning and send a message to the teachers that their time is not valuable.
- Compensation for elevated roles: Teachers that take on certain additional responsibilities should be compensated.
- Positive culture: the School believes that it is important to have a positive culture for the teachers in order to create a positive culture for the students
- Solicitation of teacher feedback from administration and appropriate response thereto.

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

Hiring Procedures:

- Job Posting: Vacant positions will be posted internally and externally to attract a diverse pool of qualified candidates via the school website and job seeking websites.
- Application Review: Applications will be reviewed to ensure alignment with job requirements and qualifications.
- Interview Process: Shortlisted candidates will be invited for interviews with a selection committee.
- Reference Checks: References from previous employers will be contacted to verify candidates' work history and performance.
- Selection Decision: The selection committee will make recommendations to the Principal for final decisions on hiring.

Criminal Background Checks: All potential employees will undergo a comprehensive criminal background check as mandated by state law to ensure the safety and security of the school community. Criminal background checks will include fingerprinting and a review of state and federal criminal records.

Grievance Procedures Summit Academy Charter School III provides a clear and accessible grievance process for employees to address any concerns or disputes in the workplace. Employees are encouraged to first discuss issues with their immediate supervisor for resolution. If the issue remains unresolved, employees may submit a formal written grievance to the school's administration, which will be reviewed promptly. The school is committed to ensuring fair treatment, open communication, and a timely resolution for all employee grievances, fostering a positive and supportive work environment.

Dismissal Procedures: Performance Review: Employee performance will be regularly evaluated to ensure alignment with job expectations and professional standards.

- Performance Improvement Plans: Employees with performance concerns will be offered support and a Performance Improvement Plan (PIP) to address areas of concern.
- Documentation: An acknowledgement form is signed by employees accepting receipt of the Faculty Handbook and disciplinary requirements within. Any instances of inadequate performance or policy violations will be documented with supporting evidence.

- Consultation: The Principal will consult with the Human Resources department and the school's legal counsel to ensure compliance with all applicable laws and regulations.
- Dismissal Decision: In cases where performance issues are not successfully addressed, or if there are serious policy violations, the Principal, in consultation with the Human Resources department, will make the decision to initiate the dismissal process.
- Final Decision: After considering all relevant information, the Principal will make the final decision on employee dismissal.

The school's procedures for hiring and dismissing personnel are designed to ensure fairness, transparency, and compliance with legal requirements. By following comprehensive hiring procedures and providing clear performance expectations, the school aims to foster a professional and productive work environment that supports the success of both employees and students.
Summit Academy Charter School III maintains a drug and alcohol-free workplace in accordance with DFWP Act of 1988. The use or possession of illegal drugs or alcohol on school property or during school activities is strictly prohibited. Violations may result in disciplinary action, including termination.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

Enter content here	See Attachment R.
Attachment R: Personnel policies, if developed	Attachment R.pdf 13.77 MB • Added 2 months ago

F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

Enter content here

Handling Unsatisfactory Performance: When it comes to addressing unsatisfactory leadership, teacher, or staff performance, the school's approach is guided by a commitment to fair and supportive processes that promote growth and accountability:

Performance Improvement Plans (PIPs): If an employee's performance falls below expectations, a Performance Improvement Plan (PIP) will be implemented. The PIP will outline specific areas of concern, along with a clear plan for improvement. Support, resources, and timelines for improvement will be provided.

Regular Feedback and Support: Regular feedback sessions will be conducted to provide ongoing guidance and support to employees. Open communication channels will facilitate understanding of performance expectations and areas for development.

Professional Development: The school will offer professional development opportunities to enhance skills and address performance gaps. Tailored support will be provided based on individual needs.

Handling Leadership or Teacher Turnover: Leadership and teacher turnover is an anticipated aspect of any educational institution. The school is committed to handling such situations with a focus on continuity and maintaining high educational standards:

Succession Planning: The school leadership will establish a succession planning strategy to ensure a smooth transition in leadership roles. This includes identifying potential successors and providing them with professional development opportunities.

Transition Support: For both leadership and teaching positions, the school will provide support to ensure a seamless transition. Incoming staff members will receive onboarding and orientation to familiarize them with the school's mission, vision, and operational procedures.

Documentation and Knowledge Transfer: Outgoing staff will collaborate in documenting key processes, best practices, and insights to facilitate knowledge transfer to new team members.

Stakeholder Communication: Transparent communication will be maintained with stakeholders, including parents and students, to manage expectations and assure them that the quality of education will continue to be a top priority.

Continuous Improvement: The school leadership will continuously assess and refine recruitment and retention strategies to minimize turnover and create an engaging work environment.

By prioritizing professional growth, providing support, and maintaining open lines of communication, the school aims to address unsatisfactory performance and turnover in ways that contribute to the overall success and stability of the institution.

Evaluation Criteria: Human Resources and Employment

Reviewers will look for:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.
- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Element Review

Rating/Description
Meets the Standard Added by Heather Binns at 10/13/2025
Meets the Standard Added by Debbie-ann Scott at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

4. Professional Development

Reviewer Instructions

The Professional Development section should clearly describe the proposed expectations and opportunities for administrators, teachers, and other relevant personnel.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Form Result

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

1. Identify the person or position responsible for overseeing professional development activities.
2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

2. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?
3. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

1. *Identify the person or position responsible for overseeing professional development activities.*

Oversight of Professional Development

The Principal or ESP will be responsible for overseeing professional development activities at the school. This individual will work closely with the school leadership team and collaborate with external experts to ensure the highest quality of professional development for administrators and instructional personnel. This individual will monitor and track all professional development and measure impact on teachers as well as students. The school will be utilizing individual professional development plans to provide for teacher autonomy and choice in professional learning. Furthermore, the school will be focusing professional development on a variety of topics, such as the learning environment, school safety, data analysis for school improvement, and reading and math content.

2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

Core Components of Professional Development

- Curriculum Training: In-depth training on the school's curriculum, instructional methods, and assessment strategies will be provided to instructional personnel.
- Pedagogical Techniques: Training sessions focused on effective teaching techniques, differentiated instruction, and incorporating innovative educational practices into the classroom.
- Cultural Competency: Professional development to enhance cultural competency and inclusivity to ensure a positive and respectful learning environment for all students.
- Special Education Strategies: Training to equip educators with strategies to support students with diverse learning needs, aligning with the school's commitment to inclusivity.
- Collaboration and Common Planning: Opportunities for teachers to collaborate, share insights, and engage in common planning to enhance instructional approaches and outcomes. New teachers will also be linked to mentor educators as part of the PD process.

- External Experts and Workshops: The school will also bring in external experts and conduct workshops to provide fresh perspectives and insights.
- Individualized and Uniform Approach: Professional development will strike a balance between uniform training to ensure consistency in the educational program and individualized training to address specific needs and strengths of educators.

3. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?

Pre-School Opening Professional Development

Prior to the school's opening, instructional personnel will engage in a comprehensive induction period that covers:

- In-depth training on the school's unique curriculum and its humane sciences focus.
- Strategies for delivering challenging aspects of the curriculum, including interactive learning methods and student-centered pedagogies.
- Specialized training for handling diverse student populations, including English Language Learners and students with disabilities.

Other required annual training programs, including youth mental health awareness and assistance, school safety and security, and educator misconduct.

4. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

Number of Days or Hours for Professional Development

The school's academic calendar will be thoughtfully designed to accommodate regular professional development throughout the school year. A minimum of eight full days of professional development will be scheduled, in addition to weekly collaboration time. The breakdown will include:

- Eight full days of professional development focused on curriculum, pedagogy, cultural competency, and specialized areas.
- Weekly collaboration time for teachers to engage in lesson planning, sharing insights, and discussing student

progress.

Common Planning and Collaboration

- Daily schedules will incorporate time for common planning and collaboration among teachers.
- This collaboration time will be used to discuss instructional strategies, share best practices, and review student data to inform instructional decisions.
- Collaborative meetings will also provide opportunities for cross-disciplinary discussions and team-based problem-solving.

Evaluation of Professional Development

- The effectiveness of professional development will be evaluated through various means, including:
  - Participant feedback and surveys to assess the relevance and impact of training sessions.
  - Observation and assessment of instructional implementation by school leadership.
  - Analysis of student outcomes and progress aligned with professional development initiatives.
  - Regular reviews by the ESP and the school leadership team to ensure continuous improvement and alignment with school goals.

By prioritizing ongoing professional development, the school aims to cultivate a community of educators who are well-equipped to deliver a high-quality educational experience that aligns with the school's mission and instructional vision.

Evaluation Criteria: Professional Development

Reviewers will look for:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Element Review

Rating/Description
Meets the Standard Added by Kawana Hibbert at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

5. Student Recruitment and Enrollment

Reviewer Instructions

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33.(7)(a)8.; s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Form Result

A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

Enter content here

Our student recruitment plan is designed to ensure that the school meets projected enrollment while also prioritizing outreach to targeted populations that may face barriers accessing educational options. We are committed to creating inclusive and diverse student body that represents a wide range of backgrounds and needs. Here is an overview of our recruitment strategies:

Community Partnerships: Collaborating with community organizations, social service agencies, and local community centers that serve families in poverty or underserved areas.

Also, partnering with organizations that support academically low-achieving students and provide additional academic assistance.

Multilingual Communication: Providing information about the school's offerings, mission, and enrollment process in multiple languages to cater to the needs of English Language Learner families. Furthermore, translating essential documents and materials to ensure accessibility.

Special Education Advocacy Groups: Engaging with local special education advocacy groups to reach out to families of students with disabilities and ensure they are aware of our inclusive programs and support services.

School Liaison for ELL Families: Appointing a dedicated liaison who speaks multiple languages to assist English Language Learner families with enrollment procedures and address any concerns.

Information Sessions and Workshops: Hosting information sessions and workshops in community centers, libraries, and other accessible venues to educate families about the school's unique educational approach and benefits.

Personalized Outreach: Engaging in direct outreach to families through phone calls, and personalized invitations to open houses and enrollment events.

Online Platforms and Social Media: Utilizing online platforms and social media to disseminate information about the school's offerings, achievements, and enrollment process.

Parent Referrals: Encouraging enrolled families to refer other families in their networks, creating a sense of community engagement.

Summit Academy Charter School III plans to expand its recruitment efforts beyond the immediate area surrounding the school. The school will implement a targeted marketing strategy that includes outreach to neighboring areas through digital advertising, social media campaigns, and partnerships with local community organizations. Additionally, Summit Academy Charter School III will attend regional education fairs and promote its programs in high-traffic areas outside the

county to increase visibility. By broadening its recruitment reach, the school aims to draw families who are seeking high-quality educational options from a wider geographic area.

Through these strategies, the school aims to ensure that information about our free educational option is accessible to all families, including those who may not have easy access to educational resources. Our commitment to diversity and inclusivity is reflected in our proactive efforts to reach out to targeted populations and provide them with the information and support they need to make informed decisions for their children's education.

We believe that our multi-faceted approach community outreach will result in the school meeting its enrollment projections.

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

Enter content here

The communities in Broward County vary in terms of racial and ethnic diversity, with some areas being less diverse than others. Understanding this, the school is committed to fostering a diverse and inclusive learning environment that reflects the racial and ethnic composition of the community it serves. Our approach to achieving racial and ethnic balance aligns with the principles outlined in section 1002.33(7)(a)8., F.S., and is guided by a comprehensive plan that prioritizes equity and representation. Here's how we will achieve a racial/ethnic balance reflective of the community:

Outreach to Diverse Communities: Our student recruitment plan includes targeted outreach to various racial and ethnic communities within the local area. We will actively engage with community organizations, religious institutions, and cultural centers to connect with families from different backgrounds.

Inclusive Marketing and Communication: Our marketing materials, communication channels, and website content will be designed to be inclusive and representative of various racial and ethnic groups. We will use images, stories, and testimonials that resonate with families from diverse backgrounds.

Collaboration with Local Public Schools: By collaborating with local public schools, we will establish relationships and communication channels to ensure that families from different racial and ethnic backgrounds are informed about our school option.

Bilingual and Multilingual Outreach: We will provide information about the school in multiple languages to cater to non-English-speaking families. Offering translated materials and language assistance during enrollment and communication processes.

Community Engagement Events: Hosting community engagement events that celebrate cultural diversity and allow families from various racial and ethnic backgrounds to connect and learn about our school.

Equity in Admissions: Ensuring that our admissions process is fair and unbiased, without any discrimination based on race or ethnicity. Implementing enrollment procedures that prioritize equity and inclusivity.

Ongoing Monitoring and Adjustments: Continuously monitoring the racial and ethnic composition of enrolled students to identify any imbalances. Making adjustments to our outreach and recruitment strategies as needed to address any disparities.

By adopting these measures, the school is dedicated to achieving a racial and ethnic balance that reflects the community it serves. We recognize the importance of representation and inclusion in education, and we are

committed to creating an environment where all students feel valued, respected, and empowered to learn and thrive together.

C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

Enter content here

Summit Academy Charter School III will implement transparent and equitable enrollment policies and procedures to ensure all students have an opportunity to apply. The enrollment process will begin with an **open application period,** which will be advertised through various channels, including the school's website, social media, and community outreach efforts.

Enrollment preferences will be given in accordance with s. 1002.33 (10)(d), F.S., including siblings of currently enrolled students, children of school employees and governing board members, children of an active-duty member of any branch of the United States Armed Forces, and children of a safe-school officer.

If the number of applications exceeds available seats, the school will hold a **randomized lottery** to determine admissions. The lottery will be conducted in a fair and transparent manner, with selected students notified and provided with a timeline to accept or decline their offer of admission. After the lottery, if any seats remain, they will be filled on a first-come, first-served basis.

The lottery process at Summit Academy Charter School III will be conducted in a fair and transparent manner when the number of applications exceeds available seats. Here's how the lottery will be handled:

- **Open Application Period**: Families will have a designated timeframe to submit enrollment applications. Applications received after the deadline will be added to the waitlist and considered only after all lottery-selected students have been placed.
- **Public Lottery Drawing**: If there are more applicants than available seats, a random lottery drawing will be held. The lottery will be open to the public, ensuring transparency, and may be conducted electronically or through a manual drawing process.
- **Preferences**: In accordance with state laws, enrollment preferences will be applied first. These preferences may include siblings of current students, children of staff, and students of military families, as applicable. Students who meet these criteria will be placed before the general pool of applicants is considered.
- **Random Selection**: After preferences are applied, the remaining seats will be filled through a random selection process. Each applicant in the general pool will have an equal chance of being selected.
- **Waitlist**: Once all available seats are filled, additional applicants will be placed on a waitlist in the order they were drawn. Should seats become available, students on the waitlist will be offered admission in the order they appear.

- **Notification and Acceptance**: Families of selected students will be notified of their acceptance and given a specified amount of time to confirm their child's enrollment. If they decline or fail to respond within the given timeframe, the seat will be offered to the next student on the waitlist.

This process ensures that admissions are handled fairly while maintaining compliance with state laws and the school's policies.
The proposed enrollment timeline and all application procedures will be made publicly available, ensuring families have clear guidance on how and when to apply in accordance with the law.
The **proposed enrollment application** is attached as **Attachment S.**

Attachment S: Student enrollment application

Attachment S.pdf
3.02 MB • Added 2 months ago

Evaluation Criteria: Student Recruitment and Enrollment

Reviewers will look for:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Element Review

Rating/Description
Meets the Standard Added by Sweta Soni at 10/14/2025
Meets the Standard Added by Marion Williams at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

6. Parent and Community Involvement

Reviewer Instructions

The Parent and Community Involvement section should provide a broad overview of the school's plans to encourage and support parental and community involvement.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

Form Result

A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

Enter content here

The school places a strong emphasis on building a collaborative and supportive partnership with parents to enhance the educational journey of our students. Our general plan to engage parents in the life of the school is rooted in open communication, active involvement, and mutual respect. Here are the key components of our plan:

Regular Communication Channels: The school will establish a variety of communication channels to keep parents informed about school matters. These may include newsletters, emails, a school website, and a dedicated parent portal with access to academic updates, event calendars, and announcements.

Parent Representative on Governing Board: The Governing Board will appoint a dedicated representative to facilitate parental involvement in accordance with s. 1002.33(9)(p)(2), F.S.. This representative will act as a liaison between parents and the school administration, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative will reside in Broward County and may be a governing board member, school employee, or an individual contracted to represent the governing board. The representative will be physically present at two governing board meetings each, year, at a minimum.

Parent-Teacher Conferences: Regular parent-teacher conferences will be scheduled to provide opportunities for parents to discuss their child's progress, receive feedback, and engage in meaningful conversations about their child's academic and social development.

Workshops and Seminars: The school will organize workshops and seminars on topics related to parenting, education, and child development. These sessions will empower parents with knowledge and tools to support their child's learning at home.

Volunteer Opportunities: The school will offer various volunteer opportunities for parents to actively participate in school activities, such as assisting in classrooms, organizing events, or participating in extracurricular programs.

Family-School Events: Regular family-school events, such as open houses, curriculum nights, and cultural celebrations, will provide opportunities for parents to engage with teachers, staff, and other families in a relaxed and welcoming environment.

School Advisory Council: The establishment of a Parent Advisory Council will allow parents to provide input and feedback on school policies, programs, and initiatives, fostering a sense of ownership and collaboration.

Parent Education: Parent education sessions will be offered on topics such as effective communication strategies, understanding the curriculum, and supporting student success.

Conflict Resolution Mechanisms: Clear procedures for addressing concerns and disputes will be communicated to parents. The appointed parent representative will play a pivotal role in addressing and resolving conflicts in a timely and respectful manner.

Surveys and Feedback: Regular surveys and feedback mechanisms will be employed to gather input from parents about their experiences, suggestions, and areas for improvement.

Through these initiatives, the school aims to create a vibrant and inclusive community where parents feel valued, informed, and engaged in their child's education. By fostering a strong partnership between parents and the school, we believe we can collectively contribute to the holistic development and success of our students.

B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

Enter content here

The school is dedicated to creating a strong network of community resources and partnerships that enhance the educational experience of students and provide valuable support to parents. These partnerships are designed to broaden students' horizons, enrich their learning, and connect families with valuable community resources. Here are the established community resources and partnerships that will be available:

The applicant will establish a strong partnership with Broward Public Schools to provide essential services (when available) such as mental health counseling, speech therapy, occupational and physical therapy (OT/PT), and translation services. This collaboration will enhance support for Exceptional Student Education (ESE), English Language Learners (ELL), and gifted students by ensuring access to additional resources and specialized services available, promoting an inclusive and well-rounded educational environment.

Community Organizations: The school will collaborate with local non-profit organizations that align with our mission of humane sciences and provide opportunities for students to engage in meaningful community service projects.

Environmental Conservation Groups: Partnerships with environmental conservation organizations will allow students to learn about and contribute to sustainable practices, wildlife preservation, and environmental stewardship.

Animal Shelters and Sanctuaries: Partnerships with animal shelters and sanctuaries will provide students with hands-on experiences related to animal care, welfare, and advocacy.

Local Businesses: The school will establish partnerships with local businesses that can offer internship opportunities, guest speaker sessions, and career exploration activities.

Universities and Research Institutions: Collaborations with universities and research institutions will provide students with exposure to advanced research methods, mentorship opportunities, and the chance to engage in scientific inquiry.

Cultural and Arts Organizations: Partnerships with cultural and arts organizations will offer students access to artistic experiences, performances, and creative workshops that complement the school's well-rounded educational approach.

Parental Engagement: Parental involvement will extend to the broader community through partnerships with local libraries, community centers, and parent-led initiatives that offer workshops and resources to support parents' roles in their children's education.

Mentorship Programs: The school will establish mentorship programs connecting students with professionals in the fields

of humane sciences, environmental conservation, and related industries.

Volunteer Opportunities: Community organizations will provide volunteer opportunities for students, fostering a sense of civic responsibility and active community engagement.

Nature and Outdoor Education Centers: Partnerships with outdoor education centers will enable students to participate in nature-focused programs, and hands-on experiences in natural habitats.

Terms and Commitments: The nature, purposes, terms, and scope of services of these partnerships will be outlined in formal agreements that detail the responsibilities and commitments of parties.

In-Kind and Fee-Based Commitments: Some partnerships may involve in-kind commitments, such as providing resources, facilities, or expert speakers to enhance student learning. Fee-based commitments may include specialized workshops or programs delivered by external experts.

Through these dynamic partnerships, the school aims to extend learning beyond the classroom walls, connect students and parents with valuable community resources, and create a well-rounded educational experience that prepares students for success in a diverse and interconnected world.

C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).

Attachment T: Evidence of demand for the school

Attachment T.pdf

242.97 KB • Added 2 months ago

D. Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

Enter content here

The appointment of a representative to facilitate parental involvement and address parental concerns is a crucial aspect of our commitment to fostering a collaborative and inclusive school community. Our process is designed to ensure that parents have access to accurate information, a platform for resolving disputes, and a voice in their children's education. Here is an outline of the process and dispute resolution procedures:

Appointment of Parent Representative: The Governing Board will appoint an experienced and qualified individual to serve as the Parent Representative. The Parent Representative's role is to act as a liaison between parents, the school administration, and the Governing Board.

Communication and Access to Information: The Parent Representative will maintain an open line of communication with parents, providing them with accurate and timely information related to school matters. Regular updates will be provided through newsletters, emails, meetings, and other communication channels.

Dispute Resolution Procedures:

- Informal Resolution: Parents are encouraged to address concerns informally with the relevant teacher or staff member directly involved. If the concern remains unresolved, parents can reach out to the Parent Representative for assistance.
- Formal Dispute Resolution: If an issue remains unresolved after the informal stage, parents can formally present their concern to the Parent Representative. The Parent Representative will review the matter, gather information, and facilitate communication between the parties involved.
- Mediation: If resolution is not achieved through direct communication, the Parent Representative may suggest mediation as a voluntary and confidential process. Mediation involves an impartial third party who helps facilitate communication and assists in finding a mutually acceptable solution.
- Rights Protection: Throughout the process, parents' rights enumerated in relevant Florida statutes (ss. 1001.42(8)(c)1.-6., 1002.20, and 1014.04, F.S.) will be protected, including the right to express concerns without fear of retaliation and the right to a fair and impartial resolution process.
- Transparency and Communication: Parents will be informed of the progress of their concern's resolution at each stage of the process. The Parent Representative will

maintain open communication with parents and ensure that their voices are heard.

By establishing a clear and comprehensive process, we aim to create an environment where parents feel empowered, informed, and confident in their ability to raise concerns and engage in meaningful dialogue. Our priority is to work collaboratively to address parental concerns while safeguarding the rights and well-being of all parties involved.
All parents have the right to seek relief for a concern regarding a student's welfare under §1001.42(8)(c)1-6, Fla. Stat., and to request appointment of a special magistrate if those concerns are unresolved.
This includes any complaints or disputes related to the following:

- Concerns over a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student.
- Concerns related to any school policies or procedures that are perceived to discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.
- Concerns over classroom instruction related to sexual orientation or gender identity, which is prohibited in grades K-8 and must be age-appropriate for all other grades.
- Concerns over student support services training developed or provided to school personnel that is believed to be out of compliance with guidelines, standards, and frameworks established by the Florida Department of Education.
- Concerns over parental notification at the beginning of the school year about healthcare services offered by the school, including the ability to opt-out or withhold consent for any such services.
- For grades kindergarten through third only, concerns over whether the school provided a well-being questionnaire or health screening form to the parent and sought their permission before it was administered to the student.

Any complaints presented by a parent related to concerns summarized above shall be addressed in the following manner: The parent shall notify the principal of any concerns related to the above areas. The principal (or designee) will provide a response to the parent within seven (7) days. If the parent remains aggrieved, the parent may present the dispute to the Broward County School District. The school district must attempt to resolve the dispute within thirty (30) days. If the dispute remains unresolved, a parent may request the appointment of a special magistrate utilizing the "Parental Request for Appointment of a Special Magistrate for Charter School Students." Parents will be provided information regarding where to get the form. For the purposes of this policy, "days" shall mean business days and exclude state, federal and school holidays.
The school shall fully cooperate in the school district's resolution procedures and comply with the school district's decision for resolution of the complaint. The principal shall be responsible for responding to inquiries by the Florida Department of Education regarding a request for appointment of a special magistrate and shall notify the Department of the principal's name and email address.

Evaluation Criteria: Parent and Community Involvement

Reviewers will look for:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

Element Review

Rating/Description
Meets the Standard Added by Sophie Cariveau at 10/06/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

V) BUSINESS PLAN

The Business Plan should provide an understanding of how the charter operators intend to manage the school's finances. It should present a clear picture of the school's financial viability including the soundness of revenue projections; expenditure requirements; and how well the school's budget aligns with and supports effective implementation of the educational program.

1. Facilities

Reviewer Instructions

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

Statutory Reference(s):

s. 1002.33(7)(a)13.; s. 1002.33(18)

Evaluation Criteria:

If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Form Result

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.

Enter description here -

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

Enter description here -

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

Enter description here -

D. Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.

Enter content here -

Attachment U: Evidence of facility funding sources, if applicable

Attachment V: Draft rental agreement or lease for facility, if applicable

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

Enter content here -

If the site is not yet acquired:

F. Explain the school's facility needs, including desired location, size, and layout of space.

Enter explanation here

The school's facility needs are a critical aspect of providing a conducive learning environment that aligns with our mission and educational goals. Our vision for the school's facility encompasses the following key aspects:

Desired Location: The school envisions a location within the Broward County, FL area that is accessible to students and families in the community. Proximity to public transportation and major roadways will facilitate ease of commuting.

Size and Layout: The facility should be designed to accommodate a diverse range of educational spaces, including classrooms, science labs, a library/media center, art studios, and specialized spaces for humane sciences. The layout will be student-centered, promoting collaborative learning and interaction among students and teachers. Ample space for extracurricular activities, including indoor and outdoor areas for physical education and recreational activities, will be an integral part of the design.

Classroom Configuration: The school envisions classrooms that are spacious, well-lit, and equipped with modern technology to support innovative teaching methods. Flexible seating arrangements will be employed to accommodate various teaching styles and collaborative learning experiences.

Specialized Spaces for Humane Sciences: Given the school's focus on humane sciences, dedicated spaces will be designed for interactive learning in this field, fostering exploration and engagement with animal welfare, environmental conservation, and related subjects.

Safety and Security: The facility will prioritize the safety and security of all students and staff, with appropriate security measures, emergency response systems, and controlled access points.

Aesthetics and Environmental Considerations: The facility's aesthetics will reflect the school's mission and values, creating an inspiring and inviting atmosphere for learning. Environmental considerations, such as energy efficiency and sustainability, will be integrated into the facility's design and operations.

Community Engagement Spaces: Spaces for meetings, presentations, workshops, and community events will be included to foster a sense of belonging and collaboration among students, parents, teachers, and the broader community.

Outdoor Learning Spaces: Outdoor spaces, such as courtyards, gardens, and open areas, will be integrated into the design to provide opportunities for outdoor learning, relaxation, and recreation.

The school's facility needs are deeply rooted in providing a safe, nurturing, and engaging environment that supports

students' intellectual, social, and emotional growth. As we continue our journey to secure an appropriate facility, these considerations will guide our decision-making process to ensure that the physical space aligns harmoniously with our educational vision and mission.

G. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U.

Enter content here

Anticipated facility needs are a fundamental aspect of our school's operational plan, and we have estimated the associated costs based on careful analysis and consideration. Our facility cost estimates have been derived through collaboration with real estate professionals, contractors, and experts in educational facility development. We have also considered factors such as location, size, required renovations or customization, safety enhancements, and compliance with regulatory standards.

Here is an overview of the estimated costs of our anticipated facility needs:

Facility Acquisition or Lease: estimated in Attachment X

This includes costs associated with either purchasing or leasing a suitable facility within the Broward County, FL area. It accounts for the real estate market conditions, property size, location, and features that align with our mission.

Renovations and Customization: estimated in Attachment X

Depending on the selected facility, certain renovations or customizations may be necessary to align the space with our educational goals and ensure the safety and comfort of students and staff.

Safety and Security Enhancements: estimated in Attachment X

This includes expenses related to installing safety features, such as security systems, access controls, fire alarms, and emergency response mechanisms.

Technology Infrastructure: estimated in Attachment X

Funds are allocated for setting up a robust technology infrastructure to support modern teaching methods and ensure access to digital resources for both students and educators.

Furnishings and Equipment: estimated in Attachment X

This encompasses costs for furnishing classrooms, common areas, specialized spaces, and offices with appropriate furniture, fixtures, and educational equipment.

Funding Sources:

In addition to state and local funding, we have secured a commitment from Project Finance & Development Investments, LLC. to provide $500,000 toward facilities-related costs.

This commitment is supported by an official letter of agreement (Attachment U) that outlines the funding amount and the terms of the arrangement.

We are confident that the estimated facility costs are aligned with our commitment to providing a safe, engaging, and conducive learning environment. These estimates have been thoughtfully calculated to ensure transparency, accountability, and responsible financial planning for the school's future facility needs.

Attachment U: Evidence of facility funding sources, if applicable	Attachment U.pdf 844.83 KB • Added 2 months ago

H. Explain the strategy and schedule that will be employed to secure an adequate facility.

Enter explanation here

Securing an adequate facility is a top priority for the school, and we have developed a comprehensive strategy and schedule to ensure its successful acquisition. Our approach is designed to align with our mission, educational goals, and the needs of our students and community. Here is an overview of our strategy and schedule:

Facility Needs Assessment: Conduct a thorough assessment of the specific facility requirements, taking into consideration factors such as size, layout, specialized spaces for humane sciences, safety features, accessibility, and proximity to the target population.

Location Research: Identify potential areas within the Broward, FL region that align with the school's mission and are accessible to students and families.

Engage Real Estate Professionals: Collaborate with experienced real estate professionals who specialize in educational facilities to explore available options and opportunities.

Site Visits and Evaluation: Visit potential sites to assess their suitability based on the established criteria. Evaluate factors such as layout, infrastructure, safety, transportation accessibility, and community integration.

Community Engagement: Engage with local community members, parents, and stakeholders to gather input on preferred facility characteristics and locations.

Financial Planning: Develop a clear financial plan that outlines the budget allocated for facility acquisition and potential renovation or customization costs.

Lease or Purchase Negotiations: Negotiate lease or purchase agreements with property owners based on the facility. Ensure that the terms align with the school's budget and long-term goals.

Due Diligence: Conduct thorough due diligence, including legal reviews, building inspections, and assessments of compliance with regulatory requirements.

Governing Board Approval: Present potential facility options to the Governing Board for review and approval.

Facility Customization: If necessary, plan for any required renovations or customization to align the facility with the school's educational needs and mission.

Regulatory Approvals: Obtain necessary zoning and permit approvals from local authorities.

Transition and Preparation: Develop a comprehensive plan for transitioning to the new facility, including logistics for moving equipment, materials, and technology.

Facility Opening: Prepare the facility for the school's opening, ensuring that all safety measures, technology infrastructure,

and learning spaces are fully operational.
Ongoing Facility Management: Establish a facility management plan to ensure ongoing maintenance, safety protocols, and necessary updates.
Schedule: The timeline for securing a facility will depend on factors such as property availability, negotiations, approvals, and customization needs. However, our goal is to secure a suitable facility well in advance of the school's projected opening date.
By adhering to this strategy and schedule, the school is committed to securing a facility that aligns with our educational vision, supports our mission, and provides a safe and inspiring environment for our students' holistic growth and development.

l. Describe the back-up facilities plan.

Enter content here

The school recognizes the importance of having a comprehensive back-up facilities plan to ensure continuity of operations in the event of unforeseen disruptions. Our back-up facilities plan encompasses the following key elements:

Identification of Alternate Sites: The school will identify potential alternate sites in proximity to the primary facility that could serve as temporary locations in case of emergencies or unforeseen circumstances that render the primary facility unusable.

Agreements with Local Partners: We will establish relationships with local community centers, libraries, or other educational institutions that may be willing to offer temporary space in the event of facility disruptions.

Communication Protocols: Clear communication protocols will be established to notify students, parents, staff, and other stakeholders of any changes in location due to facility disruptions. Timely and accurate communication will be essential to minimize confusion and disruptions.

Logistical Planning: The back-up facilities plan will include logistics for transporting instructional materials, technology, and other necessary resources to the alternate site.

Continuity of Instruction: The instructional team will have a plan in place to adapt teaching methods and materials to the alternate site, ensuring that students continue to receive high-quality instruction.

Safety and Security Measures: The alternate site will undergo safety assessments to ensure that it meets the necessary safety and security standards for students and staff.

Testing and Drills: Periodic testing and drills will be conducted to ensure that all stakeholders are familiar with the back-up facilities plan and are prepared to smoothly transition to the alternate site if needed.

Review and Updates: The back-up facilities plan will be regularly reviewed and updated to account for changes in circumstances, resources, and stakeholder needs.

Collaboration with Local Authorities: The school will collaborate with authorities and emergency management agencies to ensure alignment with community-wide emergency response plans.

By having a robust back-up facilities plan in place, the school aims to minimize disruptions to students' learning experiences and maintain operational continuity even in the face of unexpected challenges. This plan reflects our commitment to providing a reliable and adaptable educational environment for our students, staff, and community.

Evaluation Criteria: Facilities

If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Notes

Concern was added at 10/15/2025 02:42 PM by Matthew M. Cordova

As per **Perla Tarrau-ayala, Chief Building Official**: There is no mention of compliance with Florida State Statutes and compliance with building and fire code requires for educational facilities. The narrative is incomplete.

Element Review

Rating/Description
Does Not Meet the Standard Edited by Perla Tarrau-ayala at 10/09/2025
Does Not Meet the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

2. Transportation Service

Reviewer Instructions

The Transportation section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)
Evaluation Criteria:
A response that meets the standard will present:

- An outline of a reasonable transportation plan that serves all eligible students and will not be a barrier to access for students residing within a reasonable distance of the school.

Form Result

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

Enter description here

Our school recognizes the importance of ensuring equal access to education for all students, regardless of their transportation needs. We have developed a comprehensive transportation plan and shall cooperate with the sponsor to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance (2 to 4 miles) of the school, as outlined in section 1002.33(20)(c) F.S. Here's an overview of our transportation plan:

Transportation Eligibility Assessment: We will assess the transportation needs of students by gathering information on student addresses and distances from the school.

Route Planning: Based on the data collected, we will design transportation routes that cover neighborhoods where students reside, ensuring efficient and convenient pick-up and drop-off points. Bus stops will be strategically located at safe and easily accessible points within the neighborhoods, reducing the need for long walks or inconvenient travel.

Collaboration with Transportation Providers: We will collaborate with local transportation providers, including school bus companies and public transportation authorities, to determine available options and services. The Management Company also has busses that they own and are willing to provide to the school for the initial five (5) years.

Transportation Schedules: Clear transportation schedules will be established, communicated to parents and students, and regularly updated.

Consideration of Student Needs: We will accommodate the needs of students with disabilities or special circumstances, ensuring that transportation is accessible and comfortable for all.

Communication and Information: Parents will receive detailed information about transportation routes, schedules, and procedures, ensuring transparency and ease of planning.

Parent Engagement: Parents will have the opportunity to provide input and feedback on transportation preferences, helping us tailor the transportation plan to their needs.

Alternative Transportation Options: For families living further away from the school, we will explore options such as providing carpool group information or providing information on public transportation routes without incurring liability or responsibility for these services.

Continuous Evaluation: We will continuously evaluate the effectiveness of our transportation plan, seeking feedback from parents and students to make necessary adjustments.

Our goal is to ensure that transportation does not pose a barrier to students' equal access to education. By providing safe, reliable, and accessible transportation options, we aim to

support the diverse needs of our student population and promote an inclusive learning environment.

Notes

Note was added at 10/15/2025 03:20 PM by Simone Clowers

If this entity chooses to transport students using a yellow school bus, all bus operators' credentials must be approved, and the buses must be inspected by Student Transportation & Fleet Services, Broward School Transportationn.

Element Review

Rating/Description
Meets the Standard Added by Simone Clowers at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/22/2025

3. Food Service

Reviewer Instructions

The Food Service section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)(a)1.
Evaluation Criteria:
A response that meets the standard will present:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Form Result

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

Enter description here

Our school is dedicated to providing students with nutritious and well-rounded meals that support their overall health and well-being. Our food services plan encompasses a holistic approach to ensure the availability of healthy meals and promote positive eating habits among students. All meals will be distributed to students using a point-of-sale accountability procedure. Here's an overview of our food services plan:

Nutrient-Rich Menu Planning: Our food services team collaborates with nutritionists and experts to design a menu that emphasizes nutrient-rich foods, incorporating a variety of fruits, vegetables, lean proteins, whole grains, and dairy products. For the past 4 years, the Board has partnered with nutritionist Severine Johnson for the meals of the school being replicated, Summit Academy.

Balanced Meals: Each meal will be designed to provide quality, healthy foods through a balanced combination of macronutrients and essential vitamins, ensuring students receive the necessary fuel for optimal physical and cognitive development. Meals will meet state and federal requirements including USDA Dietary Guidelines.

Local and Organic Options: We will strive to source locally grown and organic ingredients whenever possible, supporting local farmers and providing students with fresh, high-quality produce.

Reduced Processed Foods: Our menu will minimize the use of highly processed foods and artificial additives, focusing on whole foods to promote better health.

Allergen Considerations: We will accommodate students with food allergies and dietary restrictions, offering alternative options and ensuring a safe dining environment.

Student Involvement: Students' preferences and feedback will be taken into consideration when planning the menu, encouraging their active participation in choosing healthy meal options.

Nutrition Education: We will incorporate nutrition education into our curriculum, teaching students about the importance of balanced diets and making informed food choices.

Meal Presentation: Our food services team will ensure that meals are visually appealing and appetizing, encouraging students to try new foods and explore diverse flavors.

National School Lunch Program (NSLP): We will participate in the NSLP to provide students with access to federally funded, subsidized meals that meet nutritional guidelines. The school will implement an application and verification plan and during the verification period, the confirmation of eligibility for free and reduced priced meal benefits under the NSLP will be completed. The current population of economically

disadvantaged students in Broward County is 77.8%. The school will process all NSLP applications and adhere to program operation and record keeping requirements. The school will disseminate lunch applications to all students upon enrollment and will have applications available throughout the year. If the school's application as a sponsor under the NSLP is not approved in time, the school will enter into a piggy-back agreement for the initial year.

Contracting Food Services: We will be contracting food services to experienced providers who share our commitment to nutrition and quality. As required by the NSLP, vendors will be selected by an open competitive process as prescribed by the USDA and the Florida Department of Agriculture. Vendors will be required to submit evidence of approval as a food service vendor for the NSLP.

Regular Menu Evaluation: Our food services plan will undergo regular evaluation to assess the nutritional value, variety, and overall quality of meals.

Parent and Community Engagement: We will involve parents and the community in the food services planning process, seeking input and collaboration to ensure a comprehensive approach.

The school facility will include a lunchroom, or, at a minimum, a seating area that meets nutritional and sanitation standards. The school will arrange for health inspections and shall maintain all required permits for food service.

Our food services plan aims to create an environment where students can enjoy nutritious, appealing meals that contribute to their well-being and academic success. By fostering healthy eating habits and providing access to wholesome foods, we are dedicated to nourishing our students' bodies and minds.

Evaluation Criteria: Food Service

Reviewers will look for:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Element Review

Rating/Description
Meets the Standard Added by Casie Maggio at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

4. School Safety and Security

Reviewer Instructions

The School Safety and Security section should provide a description of the school's plan to ensure the safety and security of its students and faculty.

Statutory Reference(s):
s. 1002.33(7)(a)11; s. 1002.33(16)(b)8, 12, and 14
Evaluation Criteria:
A response that meets the standard will present:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully-developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a team to assess and intervene with individuals whose behavior may post a threat to the safety of staff or students.

Form Result

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act.
Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

Enter description here

The safety and security of our students, staff, and the school community are of paramount importance. The school will adhere to all school safety requirements applicable to charter schools, including the requirements set forth in Florida Admin. Code R. 6A-1.0017, 6A-1.0018, and 6A-1.0019, s. 1006.12 F.S and all applicable statutes. To ensure a safe learning environment, we have developed a comprehensive plan to have a qualified safe-school officer present while school is in session, in accordance with s. 1006.12, F.S. Here are the steps we would take:

Designated Safe-School Officer: We will designate trained personnel, such as a School Resource Officer (SRO) or security personnel, to serve as the safe-school officer.

Collaboration with Law Enforcement: We will collaborate with local law enforcement agencies to identify available officers who can fulfill the role of the safe-school officer.

Hiring and Training: If necessary, we will hire or contract a safe-school officer with the appropriate qualifications and training in school safety and security.

Roles and Responsibilities: The safe-school officer will be responsible for ensuring a safe environment during school hours, responding to security concerns, and collaborating with school staff and administrators.

Visibility and Presence: The safe-school officer will interact with and be visible to students, staff, and visitors, creating a sense of security and deterrence.

Emergency Preparedness: The safe-school officer will be trained to respond effectively to various emergencies, including lockdowns, medical incidents, and evacuation procedures.

Building Relationships: The safe-school officer will build positive relationships with students, promoting trust and open communication about safety concerns.

Crisis Intervention: The safe-school officer will receive training in crisis intervention and de-escalation techniques to address potential conflicts or disturbances.

Collaborative Approach: The safe-school officer will work collaboratively with school administrators, teachers, counselors, and support staff to address safety concerns and implement security measures.

Ongoing Training: The safe-school officer will undergo regular training to stay updated on the latest safety protocols and best practices.

Safety Drills: The safe-school officer will participate in safety drills, ensuring readiness for various scenarios.

Reporting and Documentation: The safe-school officer will maintain accurate records of safety incidents, interventions, and activities to inform future planning.

Communication with Law Enforcement: The safe-school officer will maintain open lines of communication with local law enforcement agencies to share information and collaborate on safety matters.

Enhanced Safety and Security: The school utilizes a comprehensive camera system throughout the campus to ensure the safety and security of students, staff, and visitors. Cameras provide continuous monitoring of high-traffic and sensitive areas, deterring potential incidents and allowing for swift response when needed. The camera system is strategically placed to maximize security while respecting privacy guidelines and adhering to legal standards.

Continual Improvement: We will regularly review the effectiveness of our safe-school officer program and make adjustments as needed to enhance security.

The school will adhere to the safety requirements outlined in s. 1006.07, F.S., including locking all gates and doors when not in use. If a gate or door is left unlocked, it will be actively supervised. Furthermore, the school, with assistance from the safe-school officer, will comply with all inspection and reporting requirements. All classrooms will have clearly marked shelter-in-place areas, and students will be informed of these spaces within the first 10 days of school.

Summit Academy Charter School III will actively promote the use of FortifyFL, the mobile suspicious activity reporting tool operated by the State of Florida. The school will ensure a link to FortifyFL is on its website, reference the service in at least two newsletters per year, and display posters on the community bulletin board. Furthermore, the application will be installed on all mobile devices issued to students, and the site will be bookmarked on all student-issued computer devices. The board of directors will designate one or more persons to receive tips through FortifyFL and maintain accurate, up-to-date contact information in the FortifyFL database. Advertising for FortifyFL will advise that persons who knowingly submits a false tip through FortifyFL may be subject to further investigation by law enforcement, and may be subject to criminal penalties. Within the first 5 days of each school year, students will be provided training on FortifyFL.

Our commitment to having a qualified safe-school officer present while school is in session reflects our dedication to maintaining a safe and secure learning environment. By working closely with law enforcement, providing ongoing training, and fostering positive relationships, we aim to ensure the safety and well-being of our students and staff.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

Enter explanation here

The safety and security of our school community is a top priority, and we are committed to adopting a comprehensive active assailant response plan and providing annual training as mandated by section 1006.07(6), F.S. Our approach to this critical aspect of safety involves the following steps:

Active Assailant Response Plan Development: We will collaborate with law enforcement agencies, security experts such as School Guardians and State School Safety Inspectors, and stakeholders to develop a robust active assailant response plan.

Plan Components: Our plan will include detailed protocols for responding to an active assailant situation, communication procedures, lockdown procedures, evacuation routes, and guidelines for interacting with law enforcement. The plan will include plans and expectations for responding to an active assailant situation using three strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back.

Tailored to School Environment: The plan will be tailored to the specific layout and features of our school building, ensuring that response strategies are effective in our unique context.

Training Materials and Resources: We will compile training materials, videos, and resources that support our active assailant response plan and provide a clear understanding of the procedures.

Annual Training Sessions: We will conduct annual training sessions for all staff members, including teachers, administrators, support staff, and custodians by October 1st of each year.

Participation of Law Enforcement: Local law enforcement agencies will participate in training sessions to provide insights, guidance, and demonstrations on responding to active assailant situations.

Hands-On Drills and Simulations: Practical exercises, drills, and simulations will be conducted to familiarize students and staff with response procedures and enhance their preparedness. The School will conduct all drills required under Florida Admin. Code R. 6A-1.0018(16).

Crisis Communication Training: Training will also cover communication protocols during an active assailant incident, ensuring effective coordination and dissemination of information.

Training for Students: Students will also receive training on age-appropriate safety measures and the importance of following instructions during emergencies. Maps showing fire drill escape routes will be posted in all school rooms and provided to students and staff upon request.

Scenario-Based Training: Training sessions will involve scenario-based simulations to replicate real-life situations and promote effective decision-making.
Family Reunification Plan: The board of directors shall, in coordination with local law enforcement agencies and local government, adopt a family reunification plan to reunite students and employees with their families in the event the school is closed or unexpectedly evacuated due to a disaster. The reunification plan will be reviewed annually and updated, if applicable.
Evaluation and Improvement: After each training session, we will gather feedback from participants to identify areas for improvement and refine the active assailant response plan.
Refresher Training: In addition to annual training, refresher sessions may be conducted throughout the year to reinforce knowledge and skills.
Community Engagement: We will engage with parents and the community to communicate our commitment to safety and involve them in the development and review of our active assailant response plan.
Continuous Updates: Our active assailant response plan will be reviewed and updated regularly to reflect the latest best practices and evolving safety considerations.
The school is fully committed to ensuring the safety and well-being of its students and staff. To achieve this, we are dedicated to complying with Alyssa's Law, which is aimed at enhancing school safety by implementing effective communication systems during emergency situations. Alyssa's Law requires schools to have panic alarms or alert systems that can quickly and discreetly notify law enforcement and first responders in the event of a threat or emergency. Additionally, the school will use the Florida Safe Schools Assessment Tool (FSSAT) to assess and address risks at the school. The school will implement recommendations made by law enforcement and first responders.
By adopting a thorough active assailant response plan and providing ongoing training, we are taking proactive steps to enhance the safety and preparedness of our school community. This approach reflects our dedication to ensuring a secure environment for learning and growth.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

Enter explanation here

Creating a threat management team is a crucial component of our commitment to maintaining a safe and secure school environment, in alignment with section 1006.07(7), F.S. and Florida Admin. Code R. 6A-1.0019. The primary purpose of the threat management team is to minimize the risk of violence at the school, and the team is responsible for coordinating resources and assessing and intervening with individuals whose behavior may pose a threat to the safety of the school.

Our threat management team will be composed of at least four individuals with diverse expertise, working collaboratively to identify and address potential threats. Here's how we will establish and operate our threat management team:

Team Composition: The principal will be responsible for appointing team members. Our threat management team will include key personnel with expertise in various areas, such as school administration, mental health, law enforcement, counseling, and student support. The team will also include a member with personal knowledge of the student of concern. Team members will meet the requirements of Florida Admin. Code R.6A-1.0019(4)(c).

Training: Team members will receive specialized training in the Florida Model, threat assessment procedures, identifying risk factors, behavioral analysis, and crisis intervention techniques.

Collaborative Approach: The team will work together to review and assess potential threats or concerning behaviors exhibited by students, staff, or individuals within the school community.

Information Sharing: Members of the threat management team will collaborate and share relevant information to gather a comprehensive understanding of the situation.

Early Intervention: The team will focus on early intervention and prevention, aiming to identify and address potential threats before they escalate.

Regular Meetings: The team will convene as often as needed to fulfill its duties of assessing and intervening with students whose behavior may pose a threat of harm to themselves or others, but no less than monthly. The team will maintain documentation of their meetings, including meeting dates, team members in attendance, cases discussed and actions taken.

Evidence-Based Assessment: The team will use evidence-based protocols to assess threats, taking into consideration behavioral indicators, social media activity, and other relevant information.

Decision-Making Process: Based on assessment findings, the team will collectively make decisions regarding appropriate interventions, referrals, and support services.

Student Support: For cases involving students, the threat management team will collaborate with counselors, teachers, and other support staff to provide necessary interventions and assistance.
Privacy and Confidentiality: The team will handle all information with utmost confidentiality, adhering to legal requirements and guidelines for sharing information.
Communication with Law Enforcement: If necessary, the team will liaise with law enforcement agencies to ensure a coordinated response to potential threats.
Documentation and Reporting: Detailed documentation of assessment findings, interventions, and outcomes will be maintained to inform future decision-making and review.
Continuous Training and Improvement: The threat management team will participate in ongoing training to stay updated on best practices and improve effectiveness of threat assessment processes.
Community Engagement: We will engage parents, students, and the community in understanding the role of the threat management team and promoting a collaborative approach to safety.
Regular Review: The threat management team's procedures and effectiveness will be regularly reviewed and updated to reflect evolving safety considerations and best practices.
By establishing a dedicated threat management team, we are proactively addressing potential threats and creating a supportive and secure environment for our school community. Our team's collective expertise and collaborative efforts will contribute to early intervention, prevention, and the overall safety and well-being of our students and staff.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

Enter explanation here

Accurate and timely reporting of incidents related to school safety and discipline is essential to maintaining transparency, addressing concerns, and ensuring the safety and well-being of our school community, as mandated by section 1006.07(9), F.S. We have developed a comprehensive approach to reporting incidents promptly and accurately. Here's how we will fulfill this requirement:

Incident Documentation: In accordance with the Florida Model Training, all incidents related to school safety and discipline will be promptly documented by staff members who witness or are informed about the incident. The principal, along with two or more staff members, will be trained in properly managing School Environmental Safety Incident Reports (SESIR). The School Safety Officer will also participate in FLDOE training to accurately report incidents.

Incident Categories: We will establish clear categories for different types of incidents, including bullying, harassment, fights, vandalism, and more.

Reporting Channels: Multiple reporting channels will be available to staff, students, parents, and stakeholders. This includes in-person reporting, written reports, online platforms, and dedicated email addresses.

Centralized Reporting System: We will implement a centralized reporting system where incidents can be documented and recorded, ensuring consistency and easy access to information. The school will ensure that all incidents which qualify for reporting under SESIR are reported to the FLDOE. More specifically, any incident occurring on the school campus, on school-sponsored transportation, during off-campus school-sponsored activities, or off-campus where the incident is accomplished through electronic means, if the incident substantially disrupts the educational process or orderly operation of the school, and which otherwise meets a SESIR definition, will be reported.

Incident Reporting Form: A standardized incident reporting form will be used to ensure that all relevant details are captured consistently.

Timely Reporting: Incidents will be reported promptly following the occurrence, ensuring that accurate information is documented while the details are still fresh.

Communication Protocols: We will establish clear communication protocols to ensure that relevant stakeholders are informed about incidents appropriately. This may include notifications to parents, staff, and appropriate authorities.

Incident Review and Analysis: Reported incidents will be reviewed and analyzed by designated personnel to identify trends, patterns, and potential areas of concern.

Privacy and Confidentiality: Confidentiality of sensitive information will be maintained in accordance with legal requirements when reporting incidents involving students.
Reporting to Authorities: If required by law or regulations, incidents will be reported to the appropriate authorities in a timely manner.
Communication with Parents: Parents will be promptly informed of incidents involving their children, ensuring open communication and transparency.
Annual Reporting: We will compile an annual report on incidents related to school safety and discipline, summarizing the data, trends, and actions taken to address them.
Continuous Improvement: Our reporting processes will be regularly reviewed and improved based on feedback, best practices, and emerging needs.
Stakeholder Engagement: We will engage with parents, students, staff, and the community to promote awareness of our reporting processes and encourage active participation.
By implementing a robust incident reporting system and prioritizing accuracy and timeliness, we are dedicated to promoting transparency, addressing concerns, and fostering a safe and supportive school environment for all members of our community.

Evaluation Criteria: School Safety and Security

Reviewers will look for:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a threat management team to coordinate resources, assess and intervene with students whose behavior may post a threat to the safety of the school, school staff or students.

Element Review

Rating/Description
Meets the Standard Added by Morgan Nykiel at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

5. Budget

Reviewer Instructions

The Budget section should provide financial projections for the school over the term of its charter.

Statutory Reference(s):

s. 1002.33(6)(a)5.; s. 1002.33(6)(b)2.

Evaluation Criteria:
A response that meets the standard will present:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Form Result

A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.

Attachment X: Operating Budget	Attachment X.pdf 3.88 MB • Added 2 months ago

Attachment W: school revenue estimate worksheet

Attachment W.pdf
1.09 MB • Added 2 months ago

B. Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.

Attachment Y: start-up budget

Attachment Y.pdf
475.21 KB • Added 2 months ago

C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

Attachment Z: special sources of funding

Attachment Z.pdf
872.71 KB • Added 2 months ago

D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

Enter content here

The operating and start-up budgets for the school are based on several key revenue and expenditure assumptions, outlined in Attachment X, to ensure a sustainable financial foundation during the initial years of operation. The primary revenue assumptions are based on projected student enrollment, with funding derived from per-student allocations through the Florida Education Finance Program (FEFP) and other local or state funding sources. The enrollment figures are estimated conservatively, with a focus on maintaining enrollment stability through effective marketing and outreach strategies. Additionally, revenue projections account for potential grants and philanthropic donations that may be secured in the first year, as well as possible reimbursements for federal programs such as Title I and IDEA. These revenue streams are projected with a degree of caution to ensure that the school can meet its obligations even if actual revenues fall short of initial projections.

On the expenditure side, the budget assumes essential costs for staff salaries, benefits, and operational expenses, such as rent, utilities, and instructional materials. Teacher salaries are based on competitive market rates, and the budget includes allowances for the recruitment of qualified staff with appropriate certifications. Operational costs are based on market research and historical data for similar schools, ensuring that the school can maintain quality facilities, technology infrastructure, and academic materials. Additionally, the budget includes start-up costs such as facility renovations, furniture, and initial marketing campaigns to establish the school's presence in the community. These expenditures are scaled according to the school’s revenue projections, ensuring that initial outflows are aligned with anticipated income, and will be adjusted if revenue targets are lower than expected. The budget also includes a contingency fund for unforeseen costs, such as legal fees or additional compliance-related expenses, to ensure that the school’s financial needs are met during its start-up phase and throughout the first year of operation.

E. Discuss the school’s contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

Enter content here

If anticipated revenues are not received or are lower than estimated, the school will implement a contingency approach to ensure that financial needs are met and the educational plan can continue to operate. The school will prepare alternative budgets based on varying revenue scenarios, including budgets for 75% and 50% of projected revenue, as outlined in Attachments U, X, and Z. These contingency budgets will focus on reducing non-essential expenses, such as delaying capital expenditures, limiting administrative costs, and adjusting staffing levels to align with the reduced funding. In addition, the school will prioritize core educational services and ensure that funding is directed towards student programs and essential operational costs.

To further mitigate financial risks, the school will explore options for short-term financing, such as a line of credit or bridging loans, to cover any temporary cash flow gaps. The school will also actively seek alternative revenue sources, such as grants, donations, or additional student enrollment, to supplement the reduced funding. By closely monitoring financial performance and adjusting expenditures as needed, the school will ensure that it can continue to deliver its educational services even in the face of revenue shortfalls.

F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

Enter explanation here

In the event that revenue projections are not met or are delayed during the first year of operation, the school will implement a cash flow contingency plan to maintain financial stability. The plan will involve closely monitoring cash inflows and expenditures to identify any shortfalls early. If necessary, the school will reduce discretionary spending, delay non-essential capital expenditures, and temporarily defer or adjust staffing levels to align with available resources. Additionally, the school will explore options for short-term financing, such as a line of credit or bridging loans, to cover any gaps in cash flow until revenue targets are met. This proactive approach will ensure that the school can continue its operations smoothly while safeguarding its financial health.

Reduced budgets, as outlined in Attachment X, will serve as a guideline for adjusting expenditures if revenue projections are not met, ensuring that essential functions of the school are prioritized, and non-critical spending is minimized. The school will also work closely with its financial team to assess alternative revenue opportunities or additional funding sources that can help stabilize cash flow during the first year.

G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

Enter content here

See Attachment X.

Attach any files containing cash flow projections (optional)

Evaluation Criteria: Budget

Reviewers will look for:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Element Review

Rating/Description
Meets the Standard Added by Marlem Aleman at 10/06/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

6. Financial Management and Oversight

Reviewer Instructions

The Financial Management and Oversight section should describe how the school's finances will be managed and who will be responsible for the protection of student and financial records.

Statutory Reference(s):
s. 1002.33(6)(a)5.; s. 1002.33(7)(a)9.; s. 1002.33(7)(a)11.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of how the school's finances will be managed, including who (or what contracted entity) will manage the finances. Such plan should contain strong internal controls to ensure appropriate fiscal management and ability to comply with all financial reporting requirements.
- A plan for the governing board to regularly exercise oversight over and take accountability for all financial operations of the school.
- Provisions for an annual financial audit.
- Appropriate public transparency of school financial health.
- Appropriate plan to securely store financial records.
- A plan to obtain appropriate and reasonable insurance coverage.

Form Result

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

Enter description here

The financial management of the school will be a collaborative effort between Building Hope and the Governing Board, ensuring strong internal controls and compliance with all financial reporting requirements. Here's how both entities will play a role in managing the school's finances:

Building Hope: Building Hope, as a well-established charter school support organization, will provide comprehensive financial management and oversight services to the school. Their experienced financial team will contribute their expertise to manage day-to-day financial operations, budgeting, reporting, and compliance.

Governing Board: The Governing Board, as the school's ultimate decision-making authority, will have direct oversight of financial matters. They will work closely with Building Hope to ensure prudent financial management aligned with the school's goals and mission.

Internal Controls: Building Hope, in collaboration with the Governing Board, will establish robust internal controls to safeguard the school's financial assets and ensure accurate financial reporting. Financial policies and procedures will be developed, documented, and communicated to all relevant stakeholders, ensuring consistency and transparency in financial practices.

Financial Reporting: Building Hope will maintain accurate financial records and generate regular financial reports for review by the Governing Board. Financial reports will be designed to provide a clear overview of the school's financial health, budget performance, and compliance with funding requirements.

Compliance: Building Hope will monitor compliance with all financial reporting requirements, ensuring that the school adheres to state and federal regulations. The Governing Board will actively participate in financial reviews and compliance assessments to ensure accountability.

Auditing and Reviews: The school's financial records will undergo regular internal audits and reviews to identify any discrepancies or issues that need to be addressed. Building Hope will coordinate external audits, working with reputable auditing firms to conduct annual financial audits and provide assurance of compliance.

Transparency and Communication: Building Hope and the Governing Board will maintain transparent communication regarding financial matters. Regular meetings will include financial updates and discussions to ensure alignment with the school's mission and goals.

Financial Training: The Governing Board members will receive training on financial management, governance, and fiduciary

responsibilities to enhance their understanding of financial matters.

Risk Management: Building Hope will work with the school to identify and mitigate financial risks through sound financial planning and risk management strategies.

By combining the expertise of Building Hope and the oversight of the Governing Board, the school's financial management will benefit from a dual layer of expertise and accountability. This collaborative approach will foster financial stability, accountability, and transparency, ensuring that the school's resources are managed prudently and in alignment with its educational mission.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

Enter explanation here

The Governing Board will play a crucial role in monitoring the school's financial health and compliance, ensuring transparency, accountability, and the prudent use of resources. Here are the mechanisms the Board will use to effectively monitor the school's financial health and compliance:

Financial Reports and Updates: Regular financial reports will be provided to the Governing Board, detailing the school's budget performance, expenditures, revenues, and any significant financial developments. The financial reports will offer a clear snapshot of the school's financial position and assist the board in making informed decisions.

Budget Review and Approval: The Governing Board will review and approve the school's annual budget, ensuring that it aligns with the school's mission, goals, and strategic priorities. Budget discussions will involve analyzing financial projections, assessing funding sources, and evaluating how resources are allocated. Throughout the school year the budget will be reviewed by the Governing Board and the Governing Board shall be responsible for amending the budget, if necessary.

Compliance Monitoring: The Governing Board will ensure compliance with financial reporting requirements set by the charter contract and any applicable state and federal agencies, as well as any obligations outlined in the charter agreement. Compliance reviews will encompass financial statements, grants, contracts, and other financial documentation.

Internal Audits and Reviews: The Governing Board will oversee internal audits and reviews of financial records to identify any potential irregularities, discrepancies, or areas of concern. The board will collaborate with external auditors to ensure the integrity and accuracy of financial statements.

Financial Policy Development and Review: The Governing Board will develop and review financial policies and procedures to ensure that the school's financial operations are conducted in accordance with best practices and regulatory requirements and/or will adopt District approved policies if available.

Risk Management and Mitigation: The board will actively participate in discussions on risk management strategies to identify and address financial risks that could impact the school's stability.

Disclosures and Transparency: The Governing Board will ensure that all necessary financial disclosures are made accurately and in a timely manner to the relevant authorities, stakeholders, and the public.

Strategic Financial Planning: The board will engage in discussions about long-term financial sustainability, growth strategies, and investment decisions to support the school's mission.

Oversight of Financial Decisions: Major financial decisions over $1000, such as contracts, partnerships, and major expenditures, will be subject to review and approval by the Governing Board. There will also be no spending without the approval of the Principal.

Training and Professional Development: Governing Board members will receive training in financial management, governance, fiduciary responsibilities, open government and conflicts of interest/ethics to effectively carry out their oversight role.

Open Communication: The board will maintain open lines of communication with school leadership and the financial management team to stay informed about financial matters.

By actively engaging in these mechanisms, the Governing Board will ensure that the school's financial health and compliance are closely monitored, fostering responsible financial management, accountability, and the achievement of the school's educational objectives.

C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

Enter description here

To ensure compliance with Section 218.391, Florida Statutes (F.S.), in the selection process for an auditor, Summit Academy Charter School III will follow a thorough and transparent procedure in choosing a qualified auditor for the school's annual financial audit. This process will adhere to the legal and regulatory requirements outlined in the statute.

The school's governing board will establish an auditor selection committee consisting of members with relevant financial expertise, which may include at least one member of the governing board. The committee will be tasked with overseeing the entire selection process, reviewing proposals, and ensuring full compliance with Section 218.391, F.S.

The selection committee will develop clear, objective criteria for evaluating prospective auditors. Criteria will include qualifications, relevant experience with charter school audits, understanding of Florida public sector accounting, audit approach, and proposed fees.

In compliance with Section 218.391, F.S., the committee will publicly advertise a request for proposals (RFP) to ensure that all qualified auditing firms have the opportunity to submit proposals. The RFP will outline the scope of services and evaluation criteria in a way that ensures fairness and transparency.

After receiving proposals, the selection committee will evaluate each based on the established criteria. Proposals will be ranked according to the auditor's qualifications, experience, approach, and cost. The committee will then recommend the highest-ranked firm to the governing board.

Once the governing board approves the recommended auditor, the committee will proceed to negotiate the terms of the audit contract, ensuring that the terms are fair, compliant with Florida law, and align with the school's needs. The final contract will be submitted to the governing board for approval.

By following this process, Summit Academy Charter School III will ensure its compliance with Section 218.391, F.S., while selecting a highly qualified auditor to perform the annual audit of the school's financial operations.

Plans and Procedures for Conducting the Annual Audit:

- Engagement and Pre-Audit Preparation: The school will formally engage the selected external auditor for the annual financial audit. The school's financial management team will collaborate with the auditor to provide necessary documentation.

- Audit Planning: The external auditor will work with the school's financial management team to develop an audit

plan, which will outline the scope, focus areas, and audit timeline.

- Financial Record Review: The school's financial team will organize relevant financial records, including financial statements, transaction records, contracts, and grants.
- On-Site Audit: The auditor will conduct an on-site visit to review and verify financial records.
- Testing and Verification: The auditor will perform tests to verify the accuracy of financial transactions, reconcile accounts, and examine supporting documentation.
- Internal Control Evaluation: The auditor will evaluate the school's internal controls related to financial operations and recommend improvements if necessary.
- Financial Statements and Reporting: After the audit, the external auditor will prepare and present the audited financial statements reflecting the school's financial status.
- Audit Findings and Recommendations: The auditor will share any findings or recommendations with the school to improve internal controls or financial practices.
- Transparency and Compliance: The school will ensure that the audit process complies with all applicable regulations, maintaining transparency throughout.
- Board Review and Approval: The governing board will review and approve the audited financial statements, acknowledging the audit findings and recommendations.
- Annual Reporting: The audited financial statements will be included in the school's annual report, submitted to the Sponsor and posted on the school's website to ensure transparency with stakeholders.

By adhering to these procedures, the school will ensure accurate, transparent, and compliant financial reporting, reflecting responsible financial management.

D. Describe the method by which accounting records will be maintained.

Enter description here

The school will maintain accurate and organized accounting records through a systematic and compliant process:

- Accounting Software: Reliable accounting software will be used to manage financial transactions, accounts, and reports.
- Chart of Accounts: A structured chart of accounts will be established to categorize and organize financial transactions.
- Accrual Basis Accounting: The school will follow accrual accounting to record financial transactions in the period they occur.
- Documentation: Financial transactions will be supported by appropriate documentation, stored both electronically and in hard copy.
- Transaction Recording: Financial transactions will be recorded promptly and accurately in the accounting system.
- Bank Reconciliation: Regular reconciliations will ensure that bank account balances match recorded balances, with any discrepancies investigated.
- Financial Statements: The software will generate balance sheets, income statements, and cash flow statements.
- Internal Controls: Strong internal controls will be implemented to safeguard financial records.
- Regular Review: The financial team will conduct routine checks to ensure accuracy and completeness of records.
- Backup and Security: Data backups and security measures will protect sensitive financial information.
- Compliance and Audits: Records will be compliant with applicable laws and regulations, ready for audits.
- Record Retention: Financial records will be retained for the required period in a secure location.

This method ensures that the school's accounting records are accurate, transparent, and compliant with regulatory requirements, supporting responsible financial management and accountability.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

Enter description here

The school is committed to maintaining a high level of financial transparency to the authorizer, the public, and all stakeholders. We recognize the importance of providing clear and accessible financial information to demonstrate accountability and responsible financial management. Here's how we will ensure financial transparency:

Public Adoption of Budget: The school's annual budget will be developed in collaboration with the Governing Board and the financial management team. The budget will be presented to the Governing Board for review and approval. The approved budget will be publicly adopted during a designated board meeting. This meeting will be open to the public, allowing stakeholders to gain insight into the school's financial priorities and resource allocation.

Public Dissemination of Annual Audit and Financial Report: The annual audit, will result in audited financial statements. The financial statements audited, along with the auditor's report, will be made available to the public. These documents will be accessible through the school's official website and other communication channels. A summary of the audit findings and key financial performance indicators will be shared with stakeholders in a clear and comprehensible manner.

Financial Reporting and Communication: The school's management team will provide updates to the Governing Board on financial matters. The Governing Board will then share financial updates with the public during meetings, promoting transparency and accountability. All information required by s. 1002.33(9)(p)(1), F.S., including the school's annual budget, annual independent fiscal audit and governing board meeting minutes shall be posted to the school's website.

Open Board Meetings: Governing Board meetings will be open to the public, providing an opportunity for stakeholders to attend, ask questions, and gain insights into the school's financial decisions and management.

Community Engagement: The school will actively engage with parents, community members, and other stakeholders through regular communications, newsletters, and town hall meetings. These platforms will serve as opportunities to discuss financial matters and address any inquiries.

Annual Report: The school will prepare an annual report that includes a summary of financial performance, budget allocation, and other financial highlights. This report will be shared with the public to offer a comprehensive overview of the school's financial health.

Transparency Initiatives: The school will explore additional transparency initiatives, such as interactive financial

dashboards or online platforms that allow stakeholders to access and visualize financial data.

By implementing these measures, and publishing them on the school website, the school aims to provide transparent and accessible financial information to the authorizer, the public, and all stakeholders. This commitment to financial transparency aligns with our core values and underscores our dedication to responsible financial stewardship and accountability.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

Enter description here

The school recognizes the importance of efficient and specialized back-office services to ensure smooth operations and compliance with regulatory requirements. As part of our approach to outsourcing key back-office services, we plan to contract with reputable service providers for business services, payroll, and auditing services. Here's an overview of our approach:

Business Services: We will contract with Building Hope, a well-established charter school support organization, to provide comprehensive business services. Their experienced team will manage administrative functions, including bookkeeping, accounts payable and receivable, financial reporting, and vendor management. The anticipated cost for business services is paid by the management company. Criteria for selecting a business services provider included their expertise in school administration, track record in managing financial operations, and alignment with our mission and values.

Payroll Services: We will contract with ADP, a recognized leader in payroll processing, to manage payroll processing, tax withholding, benefits administration, and compliance with labor regulations. The estimated annual cost for payroll services is estimated in Attachment X. We selected ADP based on their expertise in payroll management, accuracy, security of sensitive information, and their ability to provide responsive customer support.

Auditing Services: We will contract with our selected external auditing firm, to conduct the annual financial audit and review of our financial operations. The cost for the annual audit services is estimated in Attachment X. Criteria for selecting an auditing services provider included their expertise in school audits, reputation for thoroughness, and their ability to provide actionable recommendations for improvement.

Selection Criteria:

- Providers' experience and track record in serving educational institutions, especially charter schools.
- Their ability to offer secure and compliant services, adhering to relevant regulations.
- Alignment with the school's mission, values, and commitment to transparency.
- Demonstrated ability to provide timely and accurate services that meet the school's needs.

By outsourcing these key back-office services to Building Hope and ADP, and continuing the partnership with a certified auditing accounting firm, we aim to leverage the expertise of experienced professionals while ensuring compliance and accuracy in financial operations. This approach allows us to

focus on our core mission of providing high-quality education while leaving specialized tasks to trusted partners.

G. Describe how the school will store financial records.

Enter content here

The school will establish a systematic and secure approach to storing financial records to ensure accessibility, accuracy, and compliance with record retention requirements. Here's how we will store financial records:

To ensure that electronic records at Summit Academy Charter School III are secure and accessible only to authorized internal users, the IT team will implement the following security measures:

Access Controls: The school will establish role-based access controls (RBAC) that limit data access based on user roles and responsibilities. Only authorized personnel will be granted access to sensitive information.

Strong Authentication Protocols: Multi-factor authentication (MFA) will be implemented to add an extra layer of security, requiring users to verify their identity through multiple methods before accessing electronic records.

Regular Audits and Monitoring: The IT team will conduct regular audits of user access logs to monitor for unauthorized access attempts. Any suspicious activity will be promptly investigated.

Data Encryption: Sensitive electronic records will be encrypted both in transit and at rest to protect against unauthorized access. This ensures that even if data is intercepted, it cannot be read without the appropriate decryption keys.

Firewalls and Intrusion Detection Systems: The school will utilize firewalls and intrusion detection systems (IDS) to monitor and control incoming and outgoing network traffic, helping to deter outside users from accessing sensitive information.

User Training: Staff members will receive regular training on data security best practices, including how to recognize phishing attempts and the importance of safeguarding sensitive information.

Secure Backup Solutions: Regular backups of electronic records will be performed and stored securely to prevent data loss and ensure quick recovery in the event of a security breach.

Electronic Document Management System: We will implement an electronic document management system to store and organize electronic financial records. This system will include folders and subfolders for various categories of financial documents.

Cloud-Based Storage: Financial records will be stored on a secure cloud-based platform with robust security measures. This approach ensures data redundancy, disaster recovery, and accessibility from different locations.

Physical Document Storage: Hard copies of critical financial documents, such as contracts and legal agreements, will be stored in locked filing cabinets within a secure office space.

Data Backup and Recovery: Regular data backups will be performed to prevent data loss. Backups will be stored securely off-site, and data recovery procedures will be in place in case of emergencies.

Record Retention Policy: The school will develop and adhere to a record retention policy as dictated by Florida law that outlines how long specific financial records should be retained based on legal, regulatory, and operational requirements.

Compliance with Regulations: Financial records will be stored in accordance with relevant regulations, including the Florida Public Records Act and any other federal or state requirements.

Security Measures: We will employ physical and digital security measures to prevent unauthorized access, data breaches, and data loss.

Disaster Recovery Plan: A disaster recovery plan will be in place to address potential data loss due to unforeseen events. This plan will include steps for data restoration and continuity of operations.

By implementing these measures, the school will ensure that its financial records are securely stored, easily accessible, and compliant with relevant regulations. This systematic approach contributes to the transparency, accountability, and responsible financial management of the school's operations. Summit Academy Charter School III will create a secure environment for electronic records, protecting sensitive information from unauthorized access and ensuring compliance with data protection regulations.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

Enter content here

The School agrees to provide the following proof of insurance:

- Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;
- General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00; Business automobile coverage with the same limits as general liability.
- Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

Summit Academy Charter School III offers a comprehensive employee benefits package designed to support the health and well-being of its staff. Employees are provided health insurance through United Healthcare, ensuring access to quality medical services. In addition to health insurance, the school offers a $10,000 life insurance policy to eligible employees. Staff also have the option to enroll in additional coverage for dental and vision insurance, as well as the opportunity to purchase short-term or long-term disability insurance to help protect against income loss due to illness or injury. This benefits package

reflects Summit Academy Charter School III's commitment to providing essential resources that contribute to a supportive and caring work environment.

The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured.

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

Attach any insurance policies or related documents (optional)

Notes

Concern was added at 10/13/2025 03:07 PM by Reynaldo Tunnermann

The narrative on internal controls in this section lacks sufficient detail regarding the specific areas of the school's financial operations that will be subject to control and the nature of the controls to be implemented."

Concern was added at 10/14/2025 12:33 PM by Ella Ahgal

I agreed with Mr. Reynaldo Tunnermann. It would be helpful if we could expand on this section and provide more clarity on which areas of financial operations we are targeting and the exact controls we plan to implement. This will ensure a comprehensive understanding and proper execution of our internal control measures.

Element Review

Rating/Description
Partially Meets the Standard Added by Reynaldo Tunnermann at 10/13/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

7. Start-Up Plan

Reviewer Instructions

The Start-Up Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

Statutory Reference(s):
s. 1002.33(7)(a)16.
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Form Result

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

i. Applying for and securing appropriate legal status (e.g. status as a state corporation, federal non-profit)
ii. Identifying and securing facility
iii. Recruiting and hiring staff (leaders, teachers, and other staff)
iv. Staff training
v. Finalizing curriculum and other instructional materials
vi. Governing board training
vii. Policy adoption by Board (if necessary)
viii. Recruiting students
ix. Enrollment lottery, if necessary
x. Establishing financial procedures
xi. Securing contracted services
xii. Fundraising, if applicable
xiii. Finalizing transportation and food service plans

xiv. Procuring furniture, fixtures and equipment
xv. Procuring instructional materials

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

Enter content here

Here is a projected timetable for the start-up of the school, outlining key activities aligned with the start-up budget:
Action Plan:
November 2025:

- Apply for legal status as a state corporation and federal non-profit.
- Begin discussions and negotiations with potential facility providers.
- Continue legal status application process.
- Research and finalize potential facility options.

December 2025

- Secure legal status as a state corporation and federal non-profit.
- Secure facility lease or purchase agreement.
- Develop and implement a recruitment plan for key positions.
- Establish and implement recruitment plan for students.

January 2026:

- Continue legal and financial preparations.
- Develop a detailed staff recruitment plan.
- Begin General Enrollment Period and follow Lottery Guidelines
- Establish Financial Procedures

February 2026 – March 2026:

- Receive Charter Approval

- Recruit and hire essential staff positions.
- Initiate background checks and reference checks for staff candidates.
- Continue General Enrollment Period and follow Lottery Guidelines.
- Order Furniture, Fixtures and Equipment.
- Governing Board Training
- Establish Financial Procedures

April 2026:

- Finalize key leadership positions and teacher recruitment.
- Develop and implement staff orientation and training plans.
- Continue General Enrollment Period and follow Lottery Guidelines.

- Order Textbooks
- Policy Adoption by Board
- Secure Contracted Services (including Transportation and Food Services)

July 2026:

- Conclude staff recruitment and hiring.
- Initiate staff training on school policies, safety procedures, and curriculum.
- Finalize curriculum and instructional materials for teachers.
- Continue Enrollment Period and follow Lottery Guidelines.

Please note that this timetable is a projection and subject to adjustments based on various factors such as facility availability, regulatory requirements, and unforeseen circumstances. As requested by the evaluation criteria, this timeline simply addresses major operational items and provides flexibility in time for unanticipated events. As allowed by state statutes a formal timeline will be negotiated and included in the charter agreement.

Evaluation Criteria: Start-Up Plan

Reviewers will look for a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Element Review

Rating/Description
Meets the Standard Added by Marlem Aleman at 10/06/2025
Meets the Standard Added by Rhonda L. Stephanik at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

VI) CHART OF ATTACHMENTS

Form Result

Use the following checklist to indicate that all the necessary attachments were uploaded in their respective application sections.

Attached	Off
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Evaluation Rubrics

This application element is not evaluated

VII) ADDENDA

Instructions

This addendum to the Model Florida Charter School Application is required of any applicant seeking any of the following:

- Replication of existing schools or school models*
- School operation or management via contract with a third-party education service provider (ESP**)

*An applicant may be considered to be replicating an existing school design if: 1) the proposed school is substantially similar overall to at least one school, AND 2) the individuals or organization involved in the establishment and operation of the proposed school are deeply involved in the operation of the similar school(s). For example, a plan to implement a specific program, such as a widely-used curriculum, would not be categorized as the replication of an existing school design.

**An ESP is any third-party entity, whether non-profit or for-profit, that provides comprehensive education management services to a school via contract with the school's governing board.

Complete each section as applicable:
Addendum A – Applicants seeking to replicate an existing school or school model
Addendum A1 – Applicants seeking to replicate a high-performing charter school per s. 1002.331, F.S.
Addendum B – Applicants contracting with a third-party ESP

Applicants must complete all applicable sections of the addendum. Some applicants will be required to complete multiple addenda. Schools replicating a high-performing charter school pursuant to s. 1002.331, F.S., are not required to complete Addendum A.

1. Replications

Reviewer Instructions

The Replications section should identify the school to be replicated and provide evidence that the model has been successful in raising student achievement, while also describing the capacity of the organization to operate an additional school.
Statutory Reference(s):
s. 1002.33(6)
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Form Result

A. Identify the existing school(s), including MSID number(s), to be replicated and provide evidence that the existing design has been effective in raising student achievement. The effectiveness of an existing school design should include evidence of the success of the academic program as well as organizational and financial viability. It should show a direct relationship between program elements and student achievement.

The existing school to be replicated is Summit Academy Charter School, located in Broward County, Florida, with MSID number 5320. Summit Academy Charter School has a track record of success in raising student achievement and demonstrating organizational and financial viability. Below are key points of evidence supporting the effectiveness of Summit Academy's design:

- Academic Success: Summit Academy Charter School has consistently earned high academic ratings and performance grades from the State of Florida. The school has earned consecutive "A" ratings, which indicates exceptional student achievement and progress.
- Student Achievement: Summit Academy has shown a direct correlation between its educational program and improved student achievement. This includes higher proficiency rates in standardized assessments and continuous academic growth among its students, including subgroups.
- Financial Viability: The school has operated without any significant financial corrective actions since its inception, demonstrating strong financial management and stability.
- Organizational Efficiency: Summit Academy has established efficient organizational systems and processes, which have contributed to its academic and operational success.
- Parent and Community Satisfaction: Evidence of positive parent and community feedback, as well as support for the school's mission and operations, demonstrates the effectiveness of its design.
- Teacher and Staff Retention: The school's ability to attract and retain qualified teachers and staff is indicative of a positive working environment and effective organizational practices.
- Consistency in Performance: Summit Academy Charter School has maintained its high level of performance over multiple years, providing evidence of the sustainability of its educational model and earning accreditation from Cognia.
- Operational Integrity: The school has adhered to state and federal regulations, including financial reporting and compliance with charter school laws.

Summit Academy Charter School's proven success in academic achievement, financial stability, and organizational effectiveness provides compelling evidence that its educational program design is effective. This success serves as a strong foundation for replication in the proposed Summit Academy

Charter School III, with the aim of delivering high-quality education and raising student achievement in a similar manner.

B. Discuss the key components or non-negotiable elements of the educational program that make the school design what it is and that the operator will expect to remain consistent and essential to the successful replication of the model.

The key components and non-negotiable elements of our educational program are the foundation of our school design. These elements are integral to our success, and we fully expect them to remain consistent and essential throughout the replication process. Here are the core components that define our school model:

- Humane Sciences Integration: The integration of Humane Sciences into our curriculum is a non-negotiable element. This interdisciplinary approach not only sets us apart but also drives our mission to cultivate compassionate, globally conscious citizens. We firmly believe that nurturing empathy, ethical reasoning, and social responsibility is essential for students to thrive in an increasingly interconnected world. This component will remain consistent across all our schools.
- Inclusive Learning Environment: Our commitment to providing an inclusive learning environment where every student is valued and respected is unwavering. We prioritize diversity, equity, and inclusion in all aspects of our school culture. This non-negotiable element fosters a sense of belonging among our students and staff, enhancing their overall educational experience.
- Community Partnerships: Strong community partnerships are fundamental to our success. We actively engage with local organizations, businesses, and educational institutions to enrich our students' learning experiences. These partnerships provide real-world connections and opportunities for students to apply their knowledge and skills. We expect all our schools to prioritize and cultivate these community relationships.
- Compassionate Leadership: Our leadership model, which places a high value on compassionate leadership, is essential. Leaders who model empathy, kindness, and ethical decision-making set the tone for the entire school community. We will ensure that all our schools have leaders who embrace and exemplify these qualities.
- Global Citizenship: Preparing students to become active global citizens is a core goal. This includes fostering an understanding of global issues, promoting cultural competency, and encouraging students to engage in local and global initiatives. This commitment to global citizenship will remain consistent across all our schools.
- Innovative Curriculum Design: We pride ourselves on our innovative curriculum design that incorporates best practices in education. This includes project-based learning, experiential opportunities, and a focus on critical

thinking and problem-solving. These instructional methods will continue to be at the heart of our educational program.

- Data-Informed Decision-Making: We emphasize the use of data to inform instructional practices and school improvement efforts. This data-driven approach allows us to continuously assess our effectiveness and make informed decisions. All our schools will prioritize this element.
- Professional Development: Ongoing professional development for our educators is crucial. We invest in training and support to ensure that our staff is well-equipped to deliver our curriculum effectively. This commitment to professional growth will be consistent across all our schools.

In summary, these key components and non-negotiable elements define our school design and are central to our mission of cultivating compassionate, globally conscious citizens. We are committed to maintaining their consistency and integrity as we replicate our model, as they are fundamental to the successful replication and impact of our schools.

C. Describe how the target population for the proposed school compares with the population(s) currently being served. Explain why the model will be effective and successful in raising student achievement with the applicant's target population.

It's beneficial to know that the demographics of the area where the proposed school will be located are like those of the existing school (Summit Academy Charter School in Broward County, FL). The similarity in demographics can be advantageous for several reasons:

- Cultural Relevance: A school that mirrors the local demographics is often better equipped to provide culturally relevant education. This can include curricular materials, teaching approaches, and community engagement strategies that resonate with the population being served.
- Community Connection: Similar demographics can facilitate stronger community connections. Parents and community members may find it easier to relate to and trust a school that reflects their own backgrounds and experiences.
- Language Proficiency: If the population includes a significant number of non-English speaking families, having bilingual staff or robust English Language Learner (ELL) programs can be highly beneficial for student success.
- Understanding Needs: Educators who are familiar with the challenges and strengths of a particular demographic can be more effective in tailoring instruction to meet the unique needs of those students.

D. To the extent that the target population for the proposed school differs from the populations being served in existing schools, explain any anticipated modifications and adjustments to the educational program.

While Summit Academy Charter School III will closely replicate the successful educational model of Summit Academy, adjustments may be necessary to address differences in the projected student population. If Summit Academy Charter School III's student demographic differs substantially from Summit Academy's, the following modifications will be implemented to ensure student success:

Curriculum Adaptation

- Cultural Relevance: If Summit Academy Charter School III serves a more diverse or different cultural demographic compared to Summit Academy, the curriculum will be adapted to reflect and respect the diverse backgrounds of the students. This includes incorporating culturally relevant materials and perspectives to make learning more relatable and inclusive.
- Language Support**:** For a student population with varying levels of English proficiency, additional support will be provided through targeted English Language Learner (ELL) programs. This may include bilingual resources, language development workshops, and specialized instruction to ensure all students can fully access the curriculum.

Special Education Services

Increased Support: If Summit Academy Charter School III's student population includes a higher percentage of students with special needs compared to Summit Academy, the school will enhance its Exceptional Student Education (ESE) services. This includes providing individualized education plans (IEPs), additional support staff, and specialized resources to meet the needs of students with disabilities.

- Differentiated Instruction: Adjustments to teaching methods will be made to ensure that all students, including those with learning differences, receive the appropriate level of support. This may involve differentiated instruction techniques, assistive technologies, and additional training for teachers.

Community and Parental Engagement

- Tailored Outreach: If the student population includes a different socioeconomic or community profile, Summit Academy Charter School III will tailor its community and parental engagement strategies. This may involve establishing partnerships with local organizations, offering workshops and resources for parents, and

creating outreach programs to support families from diverse backgrounds.

- Support Services: For students from underserved communities, additional support services such as counseling, after-school programs, and enrichment activities will be provided to address potential gaps in academic and social support.

School Environment and Culture
Inclusive Practices: The school environment will be adjusted to promote inclusivity and respect for all students. This includes creating a school culture that celebrates diversity, addresses potential biases, and fosters a positive and supportive atmosphere.

- Student Well-being: Programs focused on student well-being and mental health will be adapted to meet the needs of the specific student population. This may include implementing and providing resources to support students' emotional and psychological needs.

Professional Development for Staff

- Targeted Training: Staff will receive professional development tailored to the unique needs of the student population. This training will focus on culturally responsive teaching, differentiated instruction, and effective strategies for working with diverse learners.
- Ongoing Support: Continuous support and training will be provided to ensure that teachers and staff are equipped to meet the evolving needs of the student body.

By implementing these modifications, Summit Academy Charter School III will ensure that its educational program remains effective and responsive to the unique characteristics of its student population, thereby maintaining the high standards of academic success exemplified by Summit Academy.

E. Describe any other ways in which features of the proposed school's educational program will differ from that of the school(s) to be replicated. Explain the rationale for the change(s) and any new resources that the variation(s) will require.

It's important to note that maintaining consistency with the educational program of the existing school, especially when it has demonstrated success, can be a strategic choice in a replication effort. By minimizing significant changes, the school will benefit from the proven effectiveness of the current model while extending its impact to a new community.

However, even when maintaining consistency, it's essential to remain vigilant about the evolving needs of the student population and the community. Regular assessments and feedback from parents, students, and teachers will help identify areas where minor adjustments might be beneficial. These adjustments can often be made without major resource implications.

F. Discuss the plan for replication, including if the operator will need to acquire and allocate additional financial and human resources necessary to replicate the design successfully. If additional resources are necessary, describe the plan for securing.

Summit Academy Charter School III in Broward County is designed as a replication of Summit Academy, a high-performing charter school in Broward County. Summit Academy has earned its reputation through academic excellence, innovative teaching strategies, and strong community engagement. By following the same successful model, Summit Academy Charter School III aims to bring the same level of high-quality education to the students of Broward County. Below, we describe how Summit Academy Charter School III will mirror Summit Academy's educational, organizational, and business plans to ensure a seamless replication of this successful charter school.

Educational Plan

Summit Academy Charter School III in Broward County will replicate the proven educational framework that has led Summit Academy to achieve high performance in Broward County. Both schools emphasize inquiry-based learning, small class sizes, and differentiated instruction to meet the diverse needs of students. The curriculum at Summit Academy Charter School III will be aligned with Florida State Standards, ensuring academic rigor across core subjects.

At both Summit and Summit Academies, students benefit from individualized attention and a student-centered approach. Teachers are trained in data-driven instruction, allowing for targeted support and enrichment based on formative and summative assessments. The integration of technology will be a key feature in both educational plans, allowing for blended learning opportunities and real-time student progress monitoring.

Summit Academy Charter School III will also use project-based learning and collaborative classroom environments, ensuring students engage deeply with content while developing skills essential for 21st-century success. The curriculum will foster critical thinking, creativity, and problem-solving skills, preparing students for future academic endeavors and real-world challenges.

Organizational Plan

The organizational structure at Summit Academy Charter School III will follow the successful model of Summit Academy, which maintains a collaborative, supportive, and efficient school culture. Both schools are committed to small leadership teams that foster close relationships between the administrative staff, teachers, students, and parents. This decentralized, community-focused approach ensures decision-making is responsive to the needs of all stakeholders.

Summit Academy Charter School III will implement teacher professional development programs, modeled after Summit

Academy, that focus on curriculum delivery, student data analysis, and classroom management strategies. Parental involvement will be a key component at Summit Academy Charter School III, as it is at Summit, with initiatives designed to encourage active participation through parent-teacher associations and regular communication channels.

The school's governing board will mirror the governance structure that has proven effective at Summit Academy, ensuring that Summit Academy Charter School III maintains strong financial health, compliance with state regulations, and alignment with the school's mission. A focus on transparency and accountability in governance will remain a priority.

Business Plan

The business plan for Summit Academy Charter School III will closely replicate Summit Academy's sustainable and fiscally responsible model. Like Summit Academy, Summit Academy Charter School III will operate with a focus on financial transparency, internal controls, and adherence to legal and regulatory requirements. Prudent budgeting practices will ensure that resources are efficiently allocated to support student learning while maintaining long-term financial sustainability.

Both schools emphasize the importance of maintaining sustainable enrollment numbers. Summit Academy Charter School III will implement a strategic marketing plan to attract families from the local community, leveraging a reputation for academic excellence and word-of-mouth. Maintaining a waitlist will ensure stable enrollment year-round, a strategy that has been successful at Summit Academy.

Additionally, Summit Academy Charter School III will seek grants and strategic partnerships to enhance operational capacity, following Summit Academy's approach. Performance-based management tools will be used to assess the financial health and operational efficiency of the school, ensuring sound business practices are in place from the outset.

The plan for replication is a critical aspect of successfully expanding the school model. While no major modifications are foreseen at this time, it's essential to anticipate the potential need for additional resources, both financial and human, as the replication process unfolds. Here are some key considerations:

Financial Resources: Even if the plan is to maintain consistency with the existing school model, there may still be financial requirements associated with a new school. These can include start-up costs for facilities, curriculum materials, technology infrastructure, and initial staff training. It's essential to have a clear financial plan that accounts for these needs. In the event

and in anticipation of needing additional financial resources, a line of credit offered to the school will be used.

Human Resources: While the teaching and administrative staff at the new school may follow a similar structure to the existing school, the recruitment, hiring, and training of personnel for the new location are essential. The school will identify any gaps in staffing that may arise as the new school is established. We will consider how top talent will be attracted and how they will be well-prepared to implement the model effectively.

Community Engagement: Replicating a successful school model involves building relationships and trust within a new community. This will require additional efforts in terms of community outreach, parent engagement, and partnerships. Funds have been secured through Education RE for these activities as needed.

Professional Development: Even if there's a plan to maintain consistency in the educational program, ongoing professional development for staff is crucial. This includes training to ensure that all educators are fully aligned with the school's educational philosophy and practices.

In summary, while the goal is to replicate a successful school model, it's prudent to prepare for potential resource needs that can arise during the replication process, and we have done so. A well-defined plan for securing these resources, as well as a timeline for when they will be needed, is essential for a successful replication effort. Additionally, flexibility is key; the ability to adapt to unforeseen challenges or opportunities is critical in the replication process.

G. Discuss the results of any past replication efforts, if applicable, and lessons learned – including particular challenges or troubles encountered; how you have addressed them; and how you will avoid or minimize such challenges for the proposed school.

There are no replications operating at this time. An application for replication was approved in 2023 and another three in 2024 the schools will open in the Fall of 2026 and 2027, respectively.

Evaluation Criteria: Replications

Reviewers will look for:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.

- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Notes

Question was added at 10/17/2025 03:01 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik."We actively engage with local organizations, businesses, and educational institutions..." Which ones are they? What do they offer your school?

Concern was added at 10/22/2025 10:56 AM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik."We pride ourselves on our innovative curriculum design that incorporates best practices in education." How are project-based learning, experiential opportunities, and a focus on critical thinking and problem solving innovative?

Concern was added at 10/22/2025 10:59 AM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik. The replication information states that "We emphasize the use of data to inform instructional practices and school improvement efforts. This data-driven approach allows us to continuously assess our effectiveness and make informed decisions." However, there is no clear explanation for what kind of data is being used or how it is assessed.

Concern was added at 10/22/2025 11:04 AM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik. Overall, the information provided in this section to support the replication criteria is generalized and vague. When using the criteria to rate this section, due to the lack of specific evidence provided, it is difficult to determine if this replication will be successful.

Concern was added at 10/22/2025 03:53 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik. Throughout the application and as a non-negotiable key component in the replication section B, Humane Sciences is identified as part of the educational program and that the operator will expect it to remain consistent and essential to the successful replication of the model. This key component is not evident in the approved application for Summit Academy 5320. How can this application be a true replication with a different curriculum focus?

Element Review

Rating/Description
Partially Meets the Standard Added by Donte' Collins at 10/22/2025
Partially Meets the Standard Edited by Rhonda L. Stephanik at 10/22/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 11/03/2025

2. High-Performing Replications

Reviewer Instructions

The High-Performing Replications section should identify the school to be replicated and provide evidence that the proposed school meets the statutory requirements of being a substantially similar model of a school that has been designated as a High-Performing Charter School and is being established and operated by an organization or individuals that were significantly involved in the operation of the school being replicated.
Statutory Reference(s):
s. 1002.331
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Form Result

A. Identify the High-Performing Charter School that is submitting the application and include as Attachment AA the Commissioner of Education letter pursuant to s. 1002.331(5)F.S., designating such school as High-Performing.

Attachment AA:
Commissioner's letter(s) of verification of high-performing status

N/A

B. Identify the High-Performing Charter School that the applicant intends to replicate, if different from the school identified in the previous question.

N/A

C. Describe how the proposed school will be substantially similar to the high-performing school that is being replicated.

N/A

D. If the applicant's projected student population is substantially different than the student population in the high-performing school that is being replicated, describe any modifications to the educational program that are necessary to ensure student success.

N/A

E. Explain how the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

N/A

Evaluation Criteria: High-Performing Replications

Reviewers will look for:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Element Review

Rating/Description
Not Applicable Added by Rhonda L. Stephanik at 10/13/2025
Not Applicable - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

3. Education Service Providers

Reviewer Instructions

The ESP section should provide a rationale for contracting with the ESP, evidence of ESP success in operating high-quality charter schools, the capacity of the ESP to successfully operate this school, and evidence that the governing board and ESP are able to operate free from conflicts of interest.

Statutory Reference(s):

s. 1002.33(6)(a)

Evaluation Criteria:

A response that meets the standard will present an action plan that:

- A clear explanation of the reasons for contracting with an education service provider and how and why the ESP was selected and a description of the due diligence employed to assess the capacity of the ESP.
- Sufficient evidence of the ESP's previous academic, organizational, and financial success and capacity for future success that make it more likely than not that it will be successful with the proposed school.
- Evidence of the ESP's organizational capacity to manage an additional school or schools as determined by its growth plan.
- A comprehensive list (Form IEPC-MIA) of all schools affiliated with the ESP and ensuing performance data used to support the selection of the ESP (past and current).
- Evidence of success working with similar populations to the target population. If there are deficiencies or lack of experience working with the target populations, then reviewers will look for a sufficient explanation of programmatic adjustments that will be made to ensure success with any new school(s).
- A clear delineation of the roles and responsibilities and decision-making authority of the school's governing board and the ESP, structured to ensure a clearly defined arm's-length, performance-based relationship that is free from conflicts of interest. This includes evidence that the school's governing board has a clear plan for holding the ESP accountable for negotiated performance.
- A clear delineation of the term of the management agreement, the conditions, grounds and procedures by which the agreement may be renewed and terminated, and a plan for continued operation of the school in the event of termination.
- A draft of the proposed contract with all key terms included.

Form Result

An Education Service Provider (ESP) is an organization, either for-profit or nonprofit, that contracts with a charter school or a network of charter schools to provide comprehensive educational and business services. In addition to Addendum B, applicants must also complete Form IEPC-M1A if the governing board plans to contract with an ESP. The following section allows the applicant to demonstrate the ESP's track record of success and its ability to provide services for a new school(s).

ESP Selection

A. Explain why the applicant is seeking to contract with an ESP rather than operate the school(s) directly.

The applicant is seeking to contract with Charter School Partners, LLC, an Education Service Provider (ESP) for several reasons, all of which align with our mission and goals for providing the best possible educational experience to our students:

Expertise and Specialization: ESPs often have a wealth of experience and expertise in managing and operating schools. They specialize in educational management, which allows them to bring a level of professionalism and efficiency that can be challenging for independent operators to achieve. This specialization ensures that our schools are well-run from day one.

Focus on Educational Excellence: By partnering with an ESP, we can free ourselves from the administrative burdens of running a school and, instead, focus our efforts on educational excellence. This allows us to concentrate on curriculum development, instructional quality, and student support, ensuring that our students receive a top-tier education.

Financial Efficiency: ESPs can often leverage economies of scale and purchasing power, resulting in cost savings for the school. This efficiency means that more financial resources can be directed toward enhancing the educational experience for our students, such as investing in technology, specialized programs, or extracurricular activities.

Quality Assurance: ESPs often have established systems for quality assurance and accountability. They can provide robust data analysis and performance metrics, helping us continuously improve our educational programs. This ensures that we meet our mission and delivering on our promise to students and families.

Compliance and Regulatory Support: Educational regulations and compliance requirements can be complex and ever-changing. ESPs have experience navigating these challenges, ensuring that our schools remain in full compliance with all relevant laws and regulations. This minimizes potential risks and legal issues.

Access to Resources: ESPs often have access to a network of educational professionals, consultants, and experts. This resource network can provide valuable insights and guidance in areas such as curriculum development, teacher training, and student support services.

Risk Mitigation: Partnering with an ESP can help mitigate certain risks associated with running a school independently. ESPs often have insurance coverage and legal expertise to handle various unforeseen circumstances.

Community Engagement: ESPs can support our efforts in engaging with the local community, building partnerships, and

creating a positive school culture. This collaborative approach can enhance the overall educational experience for students and families.

In summary, contracting with an ESP allows us to capitalize on their specialized knowledge and resources, resulting in a more efficient and effective operation of our schools. By doing so, we can maintain a sharp focus on our mission of providing a high-quality education that prepares students for success while ensuring that our schools are well-managed and in compliance with all relevant regulations.

B. Explain how and why the ESP was selected. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs.

Some members of this Board currently work with Charter School Partners, LLC. at Summit Academy Charter School in Broward County, FL or Capstone Academy Charter School in Lee County, FL.

C. For applicants working with an ESP for the first time, provide summary information from reference checks conducted by the applicant (regarding the ESP), identifying each reference.

N/A

D. Describe whether and how the school's board has assessed the capacity of the ESP to successfully carry out the functions necessary to operate a high-quality charter school.

The school's board has conducted a thorough assessment of the Education Service Provider (ESP) to ensure its capacity to successfully carry out the functions necessary to operate a high-quality charter school. This assessment has been a critical part of our due diligence process and includes the following key components:

Review of ESP's Track Record: The board has reviewed the ESP's track record and experience in operating other charter schools. This includes examining the academic performance of schools managed by the ESP, as well as their financial and organizational stability. We have found that the ESP has a strong track record of success in all these areas.

Site Visits and Interviews: Board members and school leadership have conducted site visits to schools managed by the ESP. These visits have allowed us to see firsthand how the ESP operates its schools, interacts with students and staff, and maintains the physical facilities. Interviews with school leaders, teachers, and parents at these schools have provided valuable insights into the ESP's effectiveness.

Reference Checks: The board has conducted reference checks with other organizations and individuals who have worked with the ESP. This includes contacting other charter school boards, authorizers, and educational professionals who have collaborated with the ESP in the past. These references have provided positive feedback about the ESP's capabilities.

Financial Due Diligence: A comprehensive financial due diligence process has been carried out to assess the ESP's financial health and stability. This includes a review of audited financial statements, budgets, and financial projections. The ESP has demonstrated financial responsibility and stability.

Legal Review: Legal counsel has reviewed the management contract between the school and the ESP to ensure that it aligns with the school's best interests and complies with all applicable laws and regulations.

ESP's Educational Philosophy: The board has engaged in discussions with the ESP to ensure that its educational philosophy aligns with the mission and values of our school. We have confirmed that the ESP is committed to delivering a high-quality education that meets the needs of our students.

Clear Performance Metrics: The management contract includes clear performance metrics and accountability measures that the ESP must meet to ensure the successful operation of the school. These metrics cover academic performance, financial stability, and compliance with all applicable regulations.

Exit Strategy: The board has also discussed and established an exit strategy in case the partnership with the ESP does not

meet our expectations. This includes provisions for contract termination and transition planning.

Based on the comprehensive assessment, the school's board is confident in the ESP's capacity to successfully operate a high-quality charter school that aligns with our mission and goals. The ESP's track record, financial stability, and commitment to educational excellence make it a strong partner in our efforts to provide an exceptional education to our students.

ESP Background

A. Provide the mission of the ESP and an overview of the organization’s strategic vision, including, if applicable, a five-year growth plan, and rationale for managing new schools.

The mission of the Education Service Provider (ESP) is to transform education by providing innovative, high-quality educational services that empower students to achieve academic success and become lifelong learners and responsible global citizens. The ESP is committed to fostering a culture of excellence, equity, and innovation in education.

Strategic Vision:

The ESP's strategic vision is centered on several key principles:

Academic Excellence: The ESP is dedicated to delivering academic programs that challenge and inspire students to excel. It focuses on data-driven instruction, personalized learning, and research-based practices to ensure that students achieve their full potential.

Innovation: Embracing educational innovation is a cornerstone of the ESP's vision. This includes the integration of technology, experiential learning opportunities, and the continuous improvement of teaching and learning strategies.

Equity and Inclusion: The ESP is committed to promoting equity and inclusion in education. It strives to create diverse, inclusive, and culturally responsive learning environments where all students feel valued and supported.

Community Engagement: Building strong relationships with parents, families, and the community is a fundamental part of the ESP's vision. It recognizes the importance of collaboration between schools and their communities to ensure the success of every student.

Continuous Improvement: The ESP maintains a culture of continuous improvement at all levels. This includes ongoing professional development for educators, regular assessment and refinement of programs, and a commitment to adapt to evolving educational needs.

Five-Year Growth Plan:

The ESP has developed a strategic five-year growth plan that outlines its vision for expanding its impact on education. This growth plan includes:

Opening New High-Quality Schools: The ESP seeks to open new high-quality charter schools in communities where there is a demonstrated need for innovative and effective educational options. This expansion is driven by the belief that every student deserves access to an exceptional education.

Increasing Enrollment and Reach: Over the next five years, the ESP aims to increase enrollment in existing schools and new schools, serving a larger number of students across diverse communities.

Enhancing Program Offerings: The ESP plans to expand its program offerings to meet the evolving needs of students and prepare them for success in an ever-changing world. This may

include specialized programs in STEM (Science, Technology, Engineering, and Mathematics), the arts, or other areas of interest.
Growing Organizational Capacity: To support its growth plan, the ESP is committed to strengthening its organizational capacity. This includes enhancing leadership development, teacher training, and operational efficiency.
Rationale for Managing New Schools:
The ESP's decision to manage new schools aligns with its mission and vision for educational transformation. By managing new schools, the ESP can extend its innovative and successful educational model to more students and communities. This expansion allows the ESP to:

- Share best practices and innovations in teaching and learning across a broader network of schools.
- Leverage its experience and expertise to create positive educational outcomes for more students.
- Drive positive change and improvement in education on a larger scale.

Overall, the ESP's commitment to managing new schools is driven by its dedication to providing outstanding educational opportunities that empower students to thrive academically and personally.

B. Identify the ESP's leadership team and their specific roles and responsibilities. Include as Attachment BB an organization chart for the ESP.

Please see attachment BB for further information. This question is also extensively covered throughout Part II of the application.

ESP Track Record

A. Provide evidence of organizational capacity to open and operate high-quality schools in Florida and, if applicable, elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed school. If the ESP intends to build capacity and add positions during the term of this proposed charter school, include an organizational chart of the proposed growth within the ESP leadership structure as Attachment CC.

The Education Service Provider (ESP) has a proven track record of opening and operating high-quality schools in Florida. Here is evidence of the ESP's organizational capacity:

Successful School Operations: The ESP currently operates Summit Academy Charter School (https://www.summitacademy.org/) in Broward County, Florida, which has earned consecutive "A" ratings from the State of Florida. Summit Academy's academic performance and organizational stability demonstrate the ESP's ability to run successful charter schools. The ESP also manages Capstone Academy Charter School in Lee County, a “B” rated school.

Experienced Leadership: The ESP's leadership team comprises experienced educators, administrators, and professionals who have a deep understanding of effective school management. The team's collective expertise includes curriculum development, teacher training, financial management, and community engagement.

Financial Viability: The ESP has maintained financial stability at Summit Academy Charter School, with no instances of financial corrective actions. This demonstrates the ESP's capacity to manage school finances effectively and responsibly.

Community Engagement: Summit Academy Charter School has established strong community partnerships and positive relationships with parents and families. The ESP's ability to engage with the community and build support networks is evident in its successful school operations.

Adherence to State Regulations: The ESP has a strong record of compliance with Florida's charter school regulations, including timely reporting, adherence to academic standards, and compliance with legal requirements.

The ESP's plan for building and deploying organizational capacity to support the proposed school aligns with the proposed school's growth plan. Here are the specific timelines:

Pre-Operational Year: In the pre-operational year, the ESP will focus on securing legal status, finalizing facility arrangements, and recruiting key leadership positions. During this time, it will also engage in outreach to the community to build support for the new school.

First Year of School Operations: The first year of school operations will involve the recruitment of teachers and essential staff positions, curriculum development and refinement, and rigorous staff training. The ESP will also work on establishing effective governance structures and building relationships with parents and community members.

End of the Charter Term: By the end of the charter term, the ESP aims to have the school fully operational, with a stable leadership team in place, a strong academic program, and a

track record of student success. Ongoing improvements will be made based on data and feedback.
Full Capacity: As the school reaches full capacity and beyond, the ESP's organizational capacity will continue to grow in parallel. The ESP will monitor performance, make refinements, and expand support services to meet the needs of a larger student body.
Please find attached an organizational chart (Attachment CC) that outlines the ESP's proposed growth within its leadership structure. This chart demonstrates how the ESP plans to add positions and build capacity over the charter term to support the successful operation of the proposed school.

Attachment CC: ESP's organization chart after any anticipated growth

Addendum BB.pdf
502.57 KB • Added 2 months ago

Addendum CC.pdf
460.34 KB • Added 2 months ago

B. Provide a comprehensive listing of ESP-operated charter schools (current and past) by completing form IEPC-M1A, which can be found at http://www.fldoe.org/schools/school-choice/charter- schools/charter-school-reference and attach as Attachment DD.

Attachment DD: Applicant history worksheet

Addendum DD.pdf
4.66 MB • Added 2 months ago

C. Explain the ESP's success in serving student populations similar to the target population of the school. Describe the ESP's demonstrated academic track record (provide specific academic results on all schools using Form IEPC-M1A, attached as Attachment DD).

The Education Service Provider (ESP) has a strong track record of serving student populations similar to the target population of the proposed school. This success is demonstrated through the ESP's academic performance across its schools. Specific academic results for all schools managed by the ESP, using Form IEPC-M1A, are provided in Attachment DD.

The ESP has consistently achieved positive academic outcomes, including high student achievement and proficiency rates in core subjects. The following key points highlight the ESP's academic success:

Student Achievement: Across its schools, the ESP has consistently demonstrated high levels of student achievement. Student performance on state assessments and standardized tests has exceeded district and state averages.

Academic Growth: The ESP's schools have a track record of helping students make significant academic growth over time. This indicates that students are not only performing well academically but are also making continuous progress.

Closing Achievement Gaps: The ESP has been effective in addressing achievement gaps among various student subgroups. It has a commitment to providing equitable educational opportunities for all students, regardless of their background or circumstances.

College and Career Readiness: The ESP places a strong emphasis on college and career readiness. It has a history of preparing students for success beyond high school, with many graduates enrolling in post-secondary education or entering the workforce with relevant skills.

Positive Learning Environment: The ESP's schools foster a positive and supportive learning environment where students feel safe, engaged, and motivated to succeed. This contributes to overall academic success.

Parent and Community Engagement: The ESP actively involves parents and the community in the education process. This collaborative approach enhances student learning and strengthens the school's impact.

Attachment DD provides specific academic data, including student performance metrics and outcomes, from the ESP's schools. This data offers a comprehensive view of the ESP's success in serving student populations similar to the target population of the proposed school.

D. List and explain any management contract terminations as well as any charter revocations, non- renewals, withdrawals or non-openings that the ESP has experienced in the past five (5) years.

NONE.

Legal Relationships

A. Describe how the school's governing board is independent from the ESP and self-governing, including evidence of arm's-length negotiating.

The Management Agreement between Summit Academy Charter School III, its Governing Board, and the Education Service Provider (ESP), Charter School Partners, LLC, was negotiated using an arm's length policy, ensuring an impartial and fair process. Both parties operated independently, with distinct interests, ensuring no undue influence or conflicts of interest affected the negotiations. Additionally, legal counsel was engaged and approved by the Governing Board to review and guide the process, providing expertise to ensure compliance with all regulatory requirements and contractual best practices. This approach allowed for an objective assessment of roles, responsibilities, compensation, and performance expectations, aiming to benefit the school's mission and uphold legal and ethical standards. The arm's length policy, combined with legal oversight, fostered a professional relationship focused solely on advancing Summit Academy Charter School III's educational objectives and achieving sustainable operational success.

The governing board of Summit Academy Charter School III is independent from the Education Service Provider (ESP), demonstrating a self-governing structure that ensures an arm's-length relationship. This independence is essential to maintain the integrity and autonomy of the charter school. Several key factors illustrate the independence of the school's governing board:

Composition: The governing board is composed of local community members who are not employed by the ESP or have any direct financial interests in the ESP. This composition ensures that the board's decisions are made in the best interests of the school and its students, rather than influenced by external factors.

Decision-Making Authority: The governing board retains decision-making authority over critical aspects of the school, including academic programs, policies, budget approval, and personnel decisions. These decisions are made independently, with the board exercising its judgment and discretion.

Contractual Arrangements: The contractual relationship between the governing board and the ESP is structured to maintain the independence of the board. The contract outlines the respective roles and responsibilities of the board and the ESP, ensuring that the board has the final say in matters related to the school's operation.

Financial Independence: The school's budget and financial management are overseen by the governing board, ensuring that financial decisions are made in accordance with the board's priorities and objectives. The board has the authority to

approve the budget, monitor financial performance, and allocate resources as needed.

Accountability: The governing board holds the ESP accountable for its performance through regular evaluations, contract compliance reviews, and ongoing oversight. This accountability mechanism ensures that the ESP operates in alignment with the board's expectations.

Transparency: The governing board conducts its meetings and decision-making processes in a transparent manner, providing opportunities for public input and involvement. This transparency fosters trust within the school community and demonstrates the board's commitment to openness.

Conflict of Interest Policies: The governing board has established clear conflict of interest policies that require board members to disclose any potential conflicts. These policies further safeguard the board's independence.

In summary, the governing board of Summit Academy Charter School III operates independently from the ESP, with a focus on self-governance and arm's-length relationship. This structure ensures that the board can make decisions in the best interest of the school's students and maintain its autonomy while benefiting from the expertise and support of the ESP.

B. Explain whether the school has or will have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated[4] with or owned in whole or in part by the ESP. If so, identify the nature of those entities' business activities and describe how the governing board will ensure that any such relationships will not pose a conflict of interest or hinder the board's authority or ability to terminate the contract with the ESP.

The school does not currently have, nor does it plan to establish, any legal or contractual relationships with subsidiaries, affiliated entities, or individuals owned in whole or in part by the Education Service Provider (ESP). The governing board's relationship with the ESP remains independent and free of any affiliations that could potentially create conflicts of interest or limit the board's authority. This independence ensures that the board retains full authority to oversee, evaluate, and, if necessary, terminate the contract with the ESP, prioritizing the best interests of the school and its students.

C. Explain the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the school's governing board will oversee the ESP's supervisory responsibilities.

The Education Service Provider (ESP), Charter School Partners, LLC, will primarily be responsible for the day-to-day management and supervision of school operations and staff. The supervisory responsibilities of the ESP will encompass several key areas.

The oversight of the ESP's supervisory responsibilities will be a shared responsibility between the governing board of Summit Academy Charter School III and the ESP itself. The governing board will have a contractual agreement with the ESP that clearly outlines the scope of the ESP's supervisory role, performance expectations, and reporting mechanisms. The key elements of oversight include:

Contractual Agreement: The contractual agreement between the governing board and the ESP will specify the terms and conditions of the relationship, including the ESP's supervisory responsibilities. This agreement will serve as a guiding document for the ESP's activities.

Regular Reporting: The ESP will provide regular reports to the governing board regarding the performance of the school, including academic outcomes, financial status, and operational matters. These reports will allow the governing board to monitor the school's progress and ensure that the ESP is fulfilling its supervisory duties.

Performance Evaluation: The governing board will evaluate the performance of the ESP based on the agreed-upon key performance indicators (KPIs) and academic outcomes. This evaluation process will assess the effectiveness of the ESP's supervisory role and its impact on school operations and student achievement.

Oversight Committees: The governing board may establish committees, such as a Governance or Academic Committee, to oversee specific aspects of the school's operation, including the ESP's supervisory responsibilities. These committees will review reports and make recommendations to the full board.

The ESP will have supervisory responsibilities over various school staff, while the governing board will provide oversight to ensure that the ESP is fulfilling its role effectively and in alignment with the school's mission and objectives. The contractual agreement, regular reporting, performance evaluation, and oversight mechanisms will collectively support the successful supervision of school operations.

D. If the school’s governing board intends to enter into a financing agreement (promissory notes, loans, leases, lease-purchase agreements, other negotiable instruments, or any other facility or financing relationships) with the ESP:

- Ensure that such agreements are or will be separately documented and not part of or incorporated in the school management contract and do not hinder the governing

board’s authority and practical ability to terminate the management agreement and continue operation of the school.
- Provide evidence that the agreement was or will be reviewed by the governing board’s independent legal counsel or attorney and subject to a fair market analysis.
- Describe how such agreements will be repaid. Repayments should be reflected in the budget.

The school's governing board intends to enter into a financing agreement with the Education Service Provider (ESP), Charter School Partners, LLC. This financing agreement is in the form of a line of credit offered by the ESP, amounting to $250,000, with a 0% interest rate. The financing agreement has been reviewed and drafted by Arnold Law Firm, the board's independent legal counsel, to ensure its compliance with applicable laws and regulations.

i. Separate Documentation: The financing agreement is separately documented and is not part of or incorporated into the school management contract. It is an independent agreement that does not hinder the governing board's authority or practical ability to terminate the management agreement and continue the operation of the school.

ii. Legal Counsel Review: The financing agreement has undergone a comprehensive legal review by the board's independent legal counsel. This legal review ensures that the agreement is legally sound and protects the interests of the school.

iii. Repayment Plan: The financing agreement includes a repayment plan that outlines how the school will repay the line of credit provided by the ESP. The terms of repayment are reflected in the school's budget, ensuring that the school has a clear plan for repaying the borrowed funds.

The line of credit serves as a financial resource that the school can utilize for operational needs and contingencies. It has been established with favorable terms to support the financial stability and sustainability of the school while safeguarding the school's autonomy and governing board's authority. The financing agreement has been structured to benefit the school and its educational mission.

Organizational Structure

A. Provide a description of the roles and responsibilities of the ESP. This may include whether and how the specific roles and responsibilities set forth below may or may not be provided by the ESP, in order to summarize school- and ESP-level responsibilities. If some portions of a function are the responsibility of both the ESP and the governing board, please explain. The description should align with the management agreement with the ESP and provide a clear picture of what the ESP is responsible for.

- Setting Performance Goals Selecting Curriculum
- Selecting Professional Development programs
- Data Management & Selecting Interim Assessments
- Determining Promotion Criteria
- Setting a School Culture Student Recruitment
- School Staff Recruitment & Hiring
- Providing Human Resources (HR) services (payroll, benefits, etc.) Fundraising
- Managing Community Relations
- Selecting and Providing Information Technology Managing Facilities
- Procuring Vendors
- Other Operational and Administrative Services, if Applicable

4 The term “affiliated” means and includes one or more corporations or entities under the same or substantially the same control of a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term “affiliated” includes, but is not limited to, the officers, directors, executives, shareholders active in management, employees, and agents of the affiliated corporation. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business is affiliated with the other.

The Education Service Provider (ESP), Charter School Partners, LLC, will play a central role in the successful operation of the school. The division of roles and responsibilities between the ESP and the governing board is outlined in the management agreement, ensuring clarity and alignment with the school's mission and objectives.

Setting Performance Goals: The ESP will establish clear and measurable performance goals for the school. This includes academic achievement targets, growth metrics, and other key performance indicators.

Selecting Curriculum: The ESP will provide expertise in curriculum selection, including opting into the District Reading Plan as well as state standards and best practices in education. Curriculum decisions will be made in consultation with the governing board to meet the specific needs of the school.

Selecting Professional Development Programs: The ESP will identify and implement professional development programs for school staff to enhance their instructional and leadership skills. This will be done in alignment with the school's academic goals.

Data Management & Selecting Interim Assessments: The ESP will oversee data management processes, including the selection of interim assessments to monitor student progress. Data-driven decision-making will be a collaborative effort between the ESP and the governing board.

Determining Promotion Criteria: Promotion criteria (including 3rd grade promotion criteria for previously retained students) and policies will be developed by the ESP to align with the District Pupil Progression Plan and all State guidelines therefore supportive of academic standards and the school's educational philosophy.

Setting a School Culture: The ESP will work to establish and promote a positive school culture that emphasizes academic excellence, character development, and community engagement.

Student Recruitment: Student recruitment efforts will be led by the ESP will employ strategies to attract a diverse student body reflective of the community.

School Staff Recruitment: The ESP will oversee the recruitment of school staff, including teachers and administrative personnel, in accordance with established policies and procedures. Final staff selection will be at the discretion of the Principal.

Providing Human Resources (HR) Services (payroll, benefits, etc.): ~~The ESP~~ESP will manage HR services, including payroll and benefits administration, to ensure compliance with all relevant employment laws and regulations.

Fundraising: The ESP will develop and implement fundraising initiatives to support the school's financial sustainability.
Managing Community Relations: Community relations efforts will be the responsibility of the ESP. The ESP is tasked with the duty to build strong partnerships and engage with parents, families, and the local community.
Selecting and Providing Information Technology: The ESP will oversee the selection and provision of information technology resources and infrastructure to support teaching and learning.
Managing Facilities: Facility management will be coordinated by the ESP, including securing and maintaining appropriate facilities for the school's operation.
Procuring Vendors: Vendor procurement will be managed by the ESP to ensure that necessary services and supplies are obtained efficiently and cost-effectively.
Other Operational and Administrative Services, if Applicable: Any other operational and administrative services not explicitly mentioned will be managed as needed by the ESP in alignment with the goals and objectives of the school.
The collaborative partnership between the ESP and the governing board will be guided by the management agreement, which outlines the specific roles and responsibilities of each party. This clear division of labor will enable efficient and effective school operation while ensuring that the school's mission and vision are upheld.

B. Describe the oversight and evaluation methods that the board will use to oversee the ESP. What are the school-wide and student achievement results that the ESP is responsible for achieving? How often, and in what ways, will the board review and evaluate the ESP's progress toward achieving agreed-upon goals (e.g. external evaluator, surveys, or performance data analyses)? What are the conditions, standards, and procedures for board intervention, if the ESP's performance is deemed unsatisfactory?

The governing board will exercise rigorous oversight and evaluation of the Education Service Provider (ESP), Charter School Partners, LLC, to ensure that the ESP is effectively managing and operating the school while achieving agreed-upon goals. The oversight and evaluation methods include:

Performance Metrics: The board, in collaboration with the ESP, will establish clear and measurable performance metrics, including academic achievement targets, student growth measures, financial benchmarks, and other key performance indicators.

Regular Reporting: The ESP will provide regular reports to the board, presenting data and progress updates on academic, operational, and financial performance. These reports will be submitted on a quarterly basis.

External Evaluation: The board may engage external evaluators to assess the ESP's performance in accordance with the terms of the management agreement. This may involve academic audits, financial audits, and evaluations of operational efficiency.

Surveys and Feedback: The board may conduct surveys of key stakeholders, including parents, students, and staff, to gather feedback on the school's performance under the management of the ESP.

Data Analysis: The board will perform regular data analyses to assess student achievement and other performance indicators. Data-driven decision-making will inform evaluations.

Annual Performance Review: The board will conduct an annual performance review of the ESP, evaluating progress toward achieving agreed-upon goals, compliance with the management agreement, and alignment with the school's mission and vision.

Conditions for Intervention: The management agreement will outline clear conditions, standards, and procedures for board intervention in the event that the ESP's performance is deemed unsatisfactory. These conditions may include specific performance targets and timelines for improvement.

Corrective Action Plan: If the ESP's performance falls below established benchmarks, the board and the ESP will collaboratively develop a corrective action plan. This plan will outline steps to address deficiencies and a timeline for implementation.

Contract Termination: The management agreement will specify the circumstances under which the board has the authority to terminate the contract with the ESP. This may include repeated failure to meet performance standards or financial mismanagement.

Regular Review Meetings: The board and the ESP will hold regular review meetings to discuss progress, address concerns, and ensure alignment with the school's goals and objectives.

Transparent Communication: The board will maintain open and transparent communication with the ESP, fostering a collaborative relationship that prioritizes the best interests of the school and its students.

The school-wide and student achievement results that the ESP is responsible for achieving will be outlined in the management agreement, which will include specific academic, operational, and financial targets. These targets will be aligned with the school's mission and the goals set by the governing board.

The board's oversight and evaluation methods will ensure accountability and provide a mechanism for continuous improvement. The board is committed to working closely with the ESP to uphold the highest standards of educational excellence and operational efficiency. Should the ESP's performance fall short of expectations, the board will take appropriate action to safeguard the interests of the school and its stakeholders.

C. Describe the payment schedule, including all fees, bonuses, early termination penalties, and any other compensation to be paid to the ESP.

The payment schedule and compensation structure for the Education Service Provider (ESP), Charter School Partners, LLC, will be detailed in the management agreement, which will be executed in accordance with Florida law and with the guidance of the Board Attorney. Specific terms related to fees, bonuses, early termination penalties, and other forms of compensation will be outlined in the contract.

Payment terms are detailed in the management agreement, the payment schedule includes the following components:

Base Management Fee: This fee covers the basic management services provided by the ESP, including day-to-day operational support, academic program oversight, and administrative services.

Termination Penalties: The management agreement specifies penalties or financial consequences in the event of early termination by either party, with the terms and conditions clearly articulated.

Reimbursement of Expenses: The contract outlines the reimbursement of reasonable expenses incurred by the ESP in the management of the school.

Financial Reporting and Auditing Costs: The agreement includes provisions for financial reporting and auditing costs, including who will bear these expenses.

Fee Structure: The management agreement details the fee structure, including the frequency and method of payment (e.g., monthly, quarterly, annually).

Payment Process: The agreement specifies the process and timeline for payments, ensuring transparency and compliance with all relevant regulations.

The payment schedule is designed to align the interests of both the governing board and the ESP in achieving the school's academic and operational objectives. It is structured to promote accountability, transparency, and the efficient allocation of resources.

The governing board, in consultation with legal counsel, will work closely with the ESP to negotiate and finalize the terms of the management agreement, ensuring that it is in the best interest of the school and its stakeholders while adhering to applicable laws and regulations.

D. Describe the types of spending decisions the management organization can make without obtaining board approval? What reports must the ESP submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?

The management agreement between Summit Academy Charter School III's Governing Board and the Education Service Provider (ESP), Charter School Partners, LLC, requires that all spending decisions adhere to board-approved budgets and policies. Any significant or extraordinary expenditures, as well as any spending that deviates from the approved budget, require board approval. All financial transactions are processed through CharterAce, a secure financial management system that mandates dual approval from both the Governing Board President and the School Principal. This dual approval process ensures transparency, accountability, and strict adherence to Summit Academy Charter School III's financial policies and budgetary goals.

To ensure transparency and financial oversight, the ESP will regularly submit financial reports to the school governing board. The exact schedule and format of these reports will be detailed in the management agreement but may include the following:

- Monthly Financial Reports: The ESP will provide monthly financial statements that include a detailed breakdown of revenues, expenses, and budget variances. These reports will enable the board to monitor the school's financial performance on an ongoing basis. These reports will be submitted to the Sponsor.
- Quarterly and Annual Financial Audits: The ESP will facilitate quarterly and annual financial audits conducted by an independent auditor. These audits will assess the school's financial health and compliance with accounting standards. Audit reports will be shared with the board upon completion.
- Budget Proposals: The ESP will present annual budget proposals to the governing board for approval. These proposals will outline anticipated revenues and expenditures for the upcoming fiscal year, aligning with the school's educational goals and priorities.
- Ad Hoc Reports: In addition to regular financial reports, the ESP will provide ad hoc reports as needed or requested by the board. These reports could include updates on grant funding, capital improvement projects, or any financial matters requiring board attention.

Financial oversight by the school governing board will involve careful review and analysis of the reports submitted by the ESP. Board members will be responsible for:

- Reviewing Monthly Financial Statements: Board members will regularly review monthly financial statements to

assess the school's financial performance and identify any budget variances or concerns.

- Approving Annual Budget: The board will thoroughly review and approve the annual budget proposed by the ESP, ensuring it aligns with the school's educational priorities.
- Evaluating Audit Reports: The board will review audit reports to assess the school's compliance with financial regulations and the effectiveness of financial management.
- Monitoring Compliance: The board will monitor compliance with spending decisions and financial policies outlined in the management agreement.
- Requesting Additional Information: If necessary, the board may request additional financial information or clarification from the ESP to address specific concerns or questions.

The board's financial oversight role is critical in ensuring the responsible and effective use of resources to support the school's mission and academic objectives. It will serve as a safeguard to protect the school's financial integrity and sustainability.

E. What is the term (duration) of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract? Describe the conditions that both the ESP and the school must satisfy for the management agreement to be renewed. On what grounds may the ESP or the governing board terminate the management agreement for cause? List any indemnification provisions in the event of default or breach by either party. If these provisions are addressed in the management agreement, the applicant may cite the specific sections.

The term (duration) of the management agreement between the governing board of Summit Academy Charter School III and Charter School Partners, LLC (ESP) will be outlined in the management agreement itself. Typically, management agreements have an initial term of several years, often five years, but this term may vary depending on the negotiation between the parties.

Renewal Procedures: The management agreement will include detailed conditions and procedures for renewal. These may involve the following steps:

Evaluation: Both parties will assess the ESP's performance during the initial term, considering academic, operational, and financial factors.

Notice Period: The management agreement will specify the notice period required by both parties to express their intent to renew or not renew the contract. This notice is typically provided well in advance of the contract's expiration.

Decision-Making Procedures: The agreement will outline the decision-making process for renewal, including any voting requirements by the governing board. Renewal decisions may require a majority vote or supermajority vote, depending on the agreement.

Renewal Conditions: Conditions for renewal may include the ESP meeting academic performance goals, financial viability, and compliance with all contractual obligations.

Termination Procedures: The management agreement will also detail procedures for termination by either party. Termination may occur for various reasons, including cause or non-renewal.

Termination for Cause: Grounds for termination for cause will be clearly defined in the agreement. This may include, but is not limited to, financial mismanagement, failure to meet academic performance standards, or material breach of contract terms.

Notice and Cure Period: The agreement will specify notice requirements for termination and any cure period provided to the party in breach to rectify the situation before termination takes effect.

Termination by Mutual Agreement: The agreement may outline procedures for mutual agreement to terminate the contract. In such cases, both parties must consent to the termination.

Indemnification Provisions: The management agreement will address indemnification provisions in the event of default or breach by either party. These provisions outline the responsibilities and liabilities of each party in the event of termination.

It's important to note that the specific terms and conditions of the management agreement, including renewal and termination provisions, will continue to be negotiated and agreed upon by the governing board and the ESP. The agreement will be finalized to ensure clarity, fairness, and protection of the interests of both parties while aligning with Florida state charter school laws and regulations.

F. Provide as Attachment EE, a draft of the proposed management agreement with the ESP.

Attachment EE: Draft contract between school and ESP

Addendum EE.pdf

2.8 MB • Added 2 months ago

Notes

Question was added at 10/22/2025 11:05 AM by Rhonda L. Stephanik

Section B references the members of the board that currently work with the ESP. Which members are they?

Question was added at 10/22/2025 11:11 AM by Rhonda L. Stephanik

Section C references college and career readiness and states that many graduates enroll in post-secondary education or enter the work force with relevant skills. How is this tracked. As Summit Academy has only undergone its first renewal and serves students in grades K-8, there is only about 2 years max worth of data. What evidence do you have that shows which students and how many have continued on?

Concern was added at 10/22/2025 11:14 AM by Rhonda L. Stephanik

When looking at the Statement of Assurance documents for the board members, each document incorrectly states that "I certify that the information submitted in this application for a charter for HACS..." This statement of assurance does not apply to Summit Academy Charter School III and is not valid.

Element Review

Rating/Description
Partially Meets the Standard Added by Rhonda L. Stephanik at 10/22/2025
Partially Meets the Standard Added by Donte' Collins at 10/22/2025
Partially Meets the Standard Added by Detra Adams at 10/22/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/22/2025

VIII) ATTACHMENT TEMPLATES

Form Result

The following provided forms must be printed, signed, dated and uploaded to this section.

Signed and dated statement of assurances	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago
Attach signed and dated form by each board member	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago
Attached signed and dated attestation form	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 10/13/2025
Completed - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

IX) DISTRICT REQUESTS

In addition to the Model Florida Charter School Application, the District requests the completion of two documents: Review Extension Letter and Consultant Information form. Download the provided file for each District request, complete, and upload.

1. Review Extension Letter

Form Result

To review the application and provide appropriate and thorough feedback, the District requests that the applicant agrees to an extension of the 90-calendar day review period, if needed. Download, read, and check the option on the provided file indicating if the applicant agrees to provide the District with the opportunity of an extended review which allows for the potential inclusion of an applicant interview. If the applicant does not agree to the requested extension, if needed, the applicant will waive its opportunity for a capacity interview. This upload does not count as one of the additional 10 pages of attachments.

Signed and dated extension letter

Extension of time.pdf
95.12 KB • Added 2 months ago

Notes

Note was added at 10/07/2025 11:49 AM by Rhonda L. Stephanik

Extension not waived by applicant.

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 10/07/2025
Completed - Final Rating Added by Rhonda L. Stephanik at 10/07/2025

2. Consultant Information

Form Result

The District requests that an applicant discloses if a consultant was obtained for the creation of this application submission. If, at any time during the creation of this application, a consultant, paid or voluntary, was utilized, download the provided file, answer the questions as applicable, save, and upload. This upload does not count as one of the additional 10 pages of attachments.

If applicable, download provided MS Word document, complete it, and upload to this section	Addendum GG - Consultants.docx 14.61 KB • Added 2 months ago

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 10/07/2025
Completed - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

Recommendation

11/07/2025 03:20 PM by Rhonda L. Stephanik

Section 1002.33(6)(b)2.a, Florida Statutes, states, "A sponsor shall by majority vote approve or deny an application no later than 90 calendar days after the application is received, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date, at which time the sponsor shall by majority vote approve or deny the application." Based on the review, evaluation and information provided in the capacity interview held on October 28, 2025, the Superintendent's Charter School Review Committee is recommending that the application for Summit Academy Charter School III be recommended to The School Board of Broward County, Florida, via the Superintendent, for approval.

Status: *Approved*

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	M-7.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Grant Contractor Site Access Agreement
ADDED

REQUESTED ACTION:

Approve the Contractor Site Access Agreement between The School Board of Broward County, Florida (SBBC), and Terracon Consultants, Inc. (Terracon) for assessment and soil contamination remediation at the SBBC owned surplus vacant land located at the southeast corner of Broward Boulevard and Hiatus Road. District 5

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:	Christopher O, Akagbosu	Phone:	754-321-2162

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer Jun

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: (754) 321-2650

EXECUTIVE SUMMARY
Grant Contractor Site Access Agreement

Board Meeting Date: June 9, 2026

Requested Action: Approve the Contractor Site Access Agreement between The School Board of Broward County, Florida (SBBC), and Terracon Consultants, Inc. (Terracon) for assessment and soil contamination remediation at the SBBC owned surplus vacant land located at the southeast corner of Broward Boulevard and Hiatus Road.

General Information

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

District-zone Impact/Board Member: District 5	
School Board Policy Requirement	• None
Statutory Requirement	• Compliance with Broward County Code Section 27-356(d) and Chapter 62-780, Florida Administrative Code, governing environmental assessment and remediation
If the School Board votes "Yes"	• Terracon Consultants, Inc., will be permitted to access the Elementary D-1 site to conduct limited remediation of identified contaminants in designated areas of the vacant land, and upon the completion of the remediation and approval from the Broward County Environmental Permitting Division (BCEPD), would subsequently enable SBBC to market and sell the vacant land to an interested buyer.
If the School Board votes "No"	• Terracon Consultants, Inc. will not be permitted to access the Elementary D-1 site to conduct limited remediation of identified contaminants in designated areas of the vacant land. As such, a "No" vote may result in BCEPD citing SBBC for not fulfilling its obligations to conduct assessment and remediation of identified contaminants on the vacant land. Subsequently, this domino effect may prevent SBBC from being able to market and sell the vacant land to an interested buyer.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	1. The successful limited remediation of identified contaminants in designated areas of the vacant land. 2. The sale of the vacant land to an interested buyer.

	3. Closing on the sale transactions and subsequent SBBC receipt of the sale proceeds.

Background/History:

Elementary D-1, School Site No. 352.1, is an approximately 11.87-acre vacant parcel located at the southeast corner of Broward Boulevard and Hiatus Road in the City of Plantation. SBBC purchased the property on March 13, 1997, for a total of **$2,001,723**, consisting of a purchase price of **$1,993,500** and closing costs of **$8,223**, for the planned construction of a future elementary school. On April 20, 2010, consistent with Section 1013.28, Florida Statutes, SBBC declared the property surplus because it was no longer needed for educational purposes.

After the property was declared surplus, it was advertised for sale, and SBBC entered into Agreements of Sale and Purchase with multiple prospective buyers over time. Those transactions did not close, culminating on July 29, 2022, when Lennar Homes LLC terminated its executed Agreement of Sale and Purchase with SBBC. In a December 2, 2022 letter, the Broward County Environmental Permitting Division (BCEPD) advised the Facility Planning & Real Estate Department that, because Lennar Homes LLC was no longer contractually obligated to develop the property, SBBC, as owner of the vacant land, was the "Responsible Party" under Section 27-356(d) of the Broward County Code and therefore ***"...must obtain an Environmental Assessment and Remediation (EAR) License, and continue any outstanding contamination assessment and cleanup in accordance with Section 27-356(d), BCC and Chapter 62-780, FAC."***

SBBC obtained the EAR License and proceeded with the required assessment and cleanup activities. The initial assessment of the SBBC parcel and the adjacent vacant parcel owned by the Old Plantation Water Control District (OPWD) was performed by Terracon Consultants, Inc., a District vendor, through the Federal Brownfields Program Grant. The grant, administered by FDEP and awarded to SBBC in March 2023, supports the assessment and remediation of identified contaminants on both the SBBC and OPWD parcels. Funding for this site includes **$250,000** for assessment and **$350,000** for remediation.

Most assessment funds have now been expended. The work was conducted in accordance with FDEP and BCEPD requirements to identify and delineate contaminants in the soil and groundwater. As a result, a portion of the northwestern area of the SBBC parcel and the OPWD parcel was designated for remediation and is referred to as the Selected Remediation Area (SRA).

The SRA was used for agricultural purposes from the late 1950s through the mid-1990s and likely included an agricultural maintenance building. The adjacent OPWD parcel lies immediately north of the SBBC property and forms part of the SRA. The SRA is currently in the environmental management and pre-remediation phase under the oversight of FDEP and BCEPD. It is enclosed by chain-link fencing and contains no structures or paved improvements.

A Voluntary Source Removal (VSR) Plan was developed to address impacted soils within the SRA. The plan provides for excavation and removal activities designed to satisfy state and local regulatory requirements and achieve cleanup consistent with commercial land use

standards. Broward County approved the VSR Plan on May 14, 2026, allowing remediation to begin as early as June 2026. This phase of work is intended to advance the site toward regulatory closure, reduce environmental risk, and position the SBBC parcel for future sale.

Staff from the FP&RE Department, the Environmental Health & Safety Department, the Office of General Counsel, and outside environmental counsel have met regularly for months to evaluate the assessment and remediation of the vacant parcels and make informed decisions regarding next steps. At a recent meeting, the group agreed that updated appraisals should be obtained for the SBBC parcel and that the appraisers should receive the VSR Plan and all relevant environmental reports so those materials can be considered in valuing the property. Based on the most recent appraisals, the Negotiation Parameters Committee established a minimum asking price of **$13,317,333** for the property on February 27, 2025.

Current planning assumptions indicate that a Request for Proposal (RFP) for the marketing and eventual sale of the SBBC parcel could be issued in late summer or early fall 2026, either after remediation is completed or in parallel with that work.

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

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	June 9, 2026, through completion of remediation
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method**: Not Applicable

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

Budget Impact Summary Statement:

There is no direct financial impact to the District, as all assessment and remediation activities are funded through the Federal Brownfields Program Grant administered by FDEP.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Grant Contractor Site Access Agreement

GRANT CONTRACTOR SITE ACCESS AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2026, ("Effective Date") by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida (hereinafter "SBBC" or "Owner") and **TERRACON CONSULTANTS, INC.**, and its agents, employees, contractors, and subcontractors ("Consultant"), acting as FDEP's grant contractor.

WITNESSETH:

WHEREAS, Owner owns the certain parcel(s) (Parcel No. 5041 07 15 0020) of real property located at the Southeast Corner of Broward Boulevard and South Hiatus Road, in Plantation, Broward County, Florida (referred to as the "Property");

WHEREAS, Consultant has been requested by the Florida Department of Environmental Protection ("FDEP") to perform certain assessment on the Property in connection with award of site-specific activities ("SSA") grant and assessment of certain historical agrichemical applications and chemical mixing which occurred on the Property prior to Owner's ownership, for which the FDEP has awarded an SSA Grant for assessment and remediation;

WHEREAS, under the SSA Grant, Consultant has completed assessment and recommended source removal through a Source Removal Plan ("SRP") to address the assessed contamination which exceeds commercial standards;

WHEREAS, the Broward County Environmental Permitting Division has reviewed and approved the SRP; and

WHEREAS, in consideration of Owner approval of Consultant's access to execute the SRP, Owner requires certain assurances from Consultant, which Consultant has agreed to provide as more particularly set forth herein.

NOW, THEREFORE, in consideration of the recitals set forth above and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

1. Grant of Access. Owner hereby grants Consultant reasonable access to the Property during normal weekly business hours (weekends excluded) to perform the scope of work attached hereto as **Exhibit "1."** At least fourteen (14) days prior to any subsequent activities on the Property, Consultant will provide Owner with a detailed scope of work for Owner's review and written approval. Each scope of work to be performed by Consultant shall be deemed attached Exhibit "1" (the "Work") upon Owner's written consent (which may be given by email). Work means the initial scope attached as Exhibit 1 and any subsequent written scopes approved by Owner. Should subsequent scopes of

work materially differ from the initial scope or increase Consultant's obligations under this Agreement, the Owner shall require written amendments to this Agreement executed by both parties. In connection with conduct of the Work, Owner hereby agrees that Consultant may bring onto the Property such equipment or machinery as may be reasonably necessary to complete the Work. The scope of the Work shall not be materially modified without the prior approval of Owner which may be given by email. If additional revisions to or additional Work are required, Consultant shall coordinate all activities on the Property with Owner and shall schedule the Work at times acceptable to Owner (including without limitation the approved location of all equipment, equipment staging, approved safety plan before, during and after daily work; daily clean up, re-securing the site following Work; and traffic control before, during and after daily work). Owner's approval of scheduling and coordination shall not be unreasonably withheld or delayed.

2. Additional Work; Funding Limitations. The parties acknowledge that all Work performed under this Agreement is funded solely through the FDEP SSA Grant and is subject to the scope and funding limitations of such grant. Consultant shall not perform any services, activities, or work beyond the approved grant-funded scope (collectively, "Additional Work") unless (i) such Additional Work is first submitted to Owner in writing, (ii) Owner provides prior written approval of such Additional Work, and (iii) the parties execute a separate written agreement or written amendment to this Agreement establishing the scope, schedule, and funding source for such Additional Work. For purposes of this Agreement, "Additional Work" includes, without limitation, any work arising from scope expansions, regulatory directives, unforeseen or subsurface conditions, changes in applicable standards or requirements, or any other circumstances not expressly covered by available grant funding. Owner shall have no obligation to fund, reimburse, or otherwise pay for any Additional Work not authorized in strict accordance with this Section, and Consultant assumes all risk for performing any unauthorized work. Consultant shall promptly notify Owner in writing upon becoming aware that available grant funding may be insufficient to complete the approved Work.

3. Work Schedule. Consultant shall notify Owner, as soon as possible, but in no event less than seven (7) days prior to conducting any Work activities on the Property, including specific locations and times at which the activities will take place. The Work schedule shall not be materially amended without prior written authorization of Owner, which shall not be unreasonably withheld or delayed. Minor adjustments to timing within the same general timeframe shall not require Owner's authorization provided Consultant gives Owner at least 24 hours' notice. The parties will work together to schedule the Work in order to minimize possible disruption of Owner's or its Tenant's activities on the Property. Owner's contact info as follows:

Contact Person:	Alison Witoshynsky, Owner's Representative
Contact Phone Number:	754.321.4204
Contact Electronic Mail:	alison.witoshynsky@browardschools.com

With Copy to:

Secondary Contact Person:	Joseph Ullo, Environmental Counsel to the Owner
Secondary Contact Phone:	850.531.3611
Secondary Contact E-mail:	jullo@carltonfields.com.

Owner may, at Owner's sole expense, split samples with Consultant, provided Owner's Consultant must provide its own sample containers for such split samples and provided such split sampling does not interfere with Consultant's sampling protocols or FDEP requirements.

4. Payment for the Work/No Liens (Ch. 713.10, Fla. Stat.) The Work shall be performed at the FDEP's sole cost and expense, and Consultant shall make no charge against Owner for the work it performs on or about the Property in connection with this Agreement, except pursuant to a separate written agreement or written amendment executed by both parties in accordance with the "Additional Work; Funding Limitations" section of this Agreement. Owner's interest in the Property shall not be subject to liens for improvements made by Consultant, and Consultant or its contractors or subcontractors shall have no power or authority to create any lien or permit any lien to attach to the Property for any cause or reason. All material men, contractors, artisans, mechanics and laborers and other persons contracting with Consultant with respect to the Property or any part thereof, are hereby charged with notice that such liens are expressly prohibited and that they must look solely to Consultant to secure payment for any work done or material furnished for improvements by or for any other purpose during the term of this agreement. Consultant shall indemnify Owner against any loss or expenses incurred as a result of the assertion of any such lien, and Consultant covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law and reasonably acceptable to Owner within ten (10) business days of receiving written notice from Owner of the assertion of any such lien or claim of lien. Consultant shall advise all persons furnishing designs, labor, materials or services to the Property in connection with Consultant's work thereof of the provisions of this Section. The provisions of this Section shall survive the termination of this Agreement.

5. Data Delivery and Review and Comment Upon Draft Documents. Consultant agrees to provide to Owner a copy of all correspondence (including email) to or from FDEP and all laboratory data derived from Consultant's Work on the Property (or adjacent properties) as soon as it is available, provided that Consultant may redact any information that is confidential, proprietary, or relates to other clients or properties not subject to this Agreement.

6. Conformity of Work with the Approved Scope and Law. Consultant shall conduct the Work in strict conformity with the applicable law and the terms hereof. Consultant shall comply with any and all applicable federal, state and local health, safety and environmental laws, rules or regulations governing the Work and shall be solely responsible to take all steps necessary to protect the health, safety and welfare of all persons on or about the Property by or through the Consultant.

7. Maintenance and Restoration of Site Conditions. Consultant agrees to maintain its equipment and other materials in an orderly manner while they are located on the Property and will promptly remove all equipment and other materials used or caused by when each activity on the Property is completed. Equipment staging on the Property shall not be allowed unless coordinated with the Owner. Consultant agrees to complete the Work on the Property as quickly as possible, in order to minimize any disruption of Owner's (or Owner's tenants or invitees) activities on the Property. Upon completion of each activity on the Property, Consultant shall leave the Property in substantially the same physical condition as before the activity began, to the extent reasonably possible and except as otherwise required by FDEP or applicable environmental regulations, including without limitation for engineering and municipality standards structural replacement fill, restoration and engineering of any cap materials over structural fill and the replacement of sod, paving, or other surface treatment existing prior to such Work as agreed previously by Consultant, FDEP, and Owner.

8. Time of the Essence/Reliance. Consultant acknowledges and agrees that time is of the essence in the performance of each and every one of the obligations under the terms of this Agreement.

9. Disposal of Materials Removed from the Property During the Work. Consultant shall properly characterize, promptly remove, transport and dispose of all contaminated materials excavated, extracted or removed from the Property during the Work, including without limitation drill cuttings or other investigation derived waste (collectively "IDW"). All materials requiring transportation and disposal off-site may be stored temporarily on the Property only in secured containers and at such locations as Owner shall approve given the nature of such materials. Consultant shall promptly provide Owner with copies of all manifests or other disposal records evidencing the disposal of such materials. In no event shall Owner be named as the "generator" on any such disposal records, except as may be required by applicable federal or state environmental regulations.

10. Indemnification. Consultant shall defend, indemnify and hold harmless Owner (including the officers, directors, employees, and agents of Owner) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation) arising to the extent caused by Consultant's negligence or willful misconduct in performing the Work pursuant to this Agreement, except to the extent caused by Owner's negligence, willful misconduct, or breach of this Agreement, including without limitation claims, losses or damages with respect to any injury to or death of any person (including employees and agents of Owner or Consultant), or damage, loss or destruction of any tangible property (including property of Owner and Consultant and their respective employees and agents). For purposes of this clause, "Consultant" shall include Consultant's employees, contractors and subcontractors and their respective employees and agents. The provisions of this Section shall survive the termination of this Agreement.

11. Proof of Insurance. Consultant shall always during the term hereof and during the time which access is available to it, require all contractors or subcontractors performing the activities described in this Agreement, and their employees and agents, to maintain insurance with the following coverages:

(1) Workmen's Compensation with statutory limits;

(2) Automobile Liability with $1,000,000.00 single limit or equivalent;

(3) Comprehensive General Liability, including contractor liability covering Consultant's obligations set forth herein, with $1,000,000.00 per occurrence; $2,000,000 in the aggregate;

(4) Employers Liability Insurance – One Million Dollars.

(5) Professional Errors and Omissions – One Million Dollars per claim/Two Million Dollars in the aggregate.

(6) Excess Umbrella Coverage – Two Million Dollars per occurrence/Two Million Dollars in the aggregate.

Prior to commencing the work, Consultant shall deliver certificates of insurance from Consultant and its subcontractors naming Owner as additional insured, except for Workers' Compensation and Professional Liability policies, using an ISO Additional Insured Endorsement form reasonably acceptable to Owner. Such certificate(s) shall require the insurer to give Owner thirty (30) days prior written notice of any cancellation of or adverse change to the required insurance. Coverage shall be primary and non-contributory. Waiver of subrogation shall be in favor of SBBC.

12. Termination of Agreement. Either party may terminate this Agreement upon fourteen (14) days' written notice to the other party; provided however, nothing herein shall be deemed to terminate any indemnification obligation of either party hereunder or any obligation to restore the Property as required under Section 6. Consultant may also terminate this Agreement immediately upon written notice if FDEP withdraws its request for the Work or determines the Property is no longer eligible under the FDEP WCP Brownfield Program. If not otherwise terminated or amended, this Agreement shall terminate following the completion of the scope of work.

13. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Permission shall be in the appropriate Florida court having jurisdiction located in the Seventeenth Judicial Circuit in and for Broward County, Florida.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or

obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

15. Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfers all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD A VENUE, FORT LAUDERDALE, FLORIDA 33301.

16. Binding Effect. This Agreement shall be binding upon the Owner, Consultant and their respective successors and assigns, but this provision shall not be interpreted to permit Consultant to assign its rights hereunder.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument, any party or signatory hereto may execute this Agreement by signing any such counterpart. Delivery of a facsimile or electronic version of an executed copy of this Agreement shall be effective to bind the executing party.

18. E-Verify. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party

shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employee and subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such. Entirety of Agreement.

19. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

20. Prevailing Party. In any action, suit or proceeding to enforce, defend or interpret either party's rights under the terms of this agreement or to collect any amounts due hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorneys' and paralegal fees, whether incurred out of court, at trial, on appeal, or in bankruptcy proceedings.

21. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations, administrative requirements in performing its duties, responsibilities and obligations pursuant to this Agreement.

23. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

24. Agreement Administration. Agreement Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

25. Notice. Any notice, request, demand, approval, consent or other communication which Owner or Consultant may be required or permitted to give to the other party shall be in writing and shall be delivered by email or in person or by expedited mail service or mailed to the other party by certified mail, return receipt requested, at the following addresses:

If to Owner:	Alison Witoshynsky Director, Environmental Health and Safety Department 600 SE 3rd Avenue Ft. Lauderdale, FL 33301 (754) 321-4204 Email: alison.witoshynsky@browardschools.com
With Copy to:	F. Joseph Ullo, Jr., Esq. Carlton Fields 215 S. Monroe Street, Ste. 500 Tallahassee, Florida 32301-1866 Phone: (850) 513-3611 Email: jullo@carltonfields.com
If to Consultant:	Terracon Consultants, Inc. Attn: *Steven Harrison, P.G.* 3347 NW 55th Street Fort Lauderdale, FL 33309 Phone: (954) 703-1866 Email: Steven.Harrison@terracon.com

or to such other address as either party shall have designated by notice to the other; and the time of the rendition of such notices by mail shall be when same is received or when delivery is attempted.

26. Conflicts. In the event of any conflict in the requirements of this Agreement, the more stringent requirement shall apply.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Owner and Consultant have caused this Agreement to be executed on the date and year indicated below.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____

Attest:

Sarah Leonardi, Chair

Date: _____

_____

Dr. Howard Hepburn, Superintendent of Schools

Approved As To Form And Legal Content:

_____

Office Of The General Counsel

_____

F. Joseph Ullo, Jr., Esq.

Environmental Counsel to the School Board

[Remainder of page intentionally left blank; signature page follows]

FOR CONSULTANT

(Corporate Seal)

Attest:

TERRACON CONSULTANTS, INC.

By _____

Steven Harrison, Principal, Env Svcs Dept Manager

_____

[Print Name], Secretary

-Or-

_____ Brian Williamson

Witness

_____ Sergio A. Adame

Witness

State Of Florida)
)
County Of Brevard)

The Foregoing Instrument Was Acknowledged Before Me, By Means Of ☐ Physical Presence Or ☐ Online Notarization, This 26 Day Of May, 2026, By Steven Harrison [Print Name Of Signor Above] Of [Print Full Name Of Firm] On Behalf Of The Corporation Or Agency.

He/She Is Personally Known To Me Or Produced As Identification And Did/Did Not First Take An Oath.

My Commission Expires: 7/17/2029

_____

Signature, Notary Public

Sylvia Serrano

Printed Name Of Notary

(Seal)

HH 699522

Notary's Commission No.

SYLVIA J. SERRANO
Notary Public - State of Florida
Commission # HH 699522
My Comm. Expires Jul 17, 2029
Bonded through National Notary Assn.

EXHIBIT 1

SBBC Plantation Site ERIC_18360

Remediation Project
Broward County School Board Property
SE Corner of Broward Blvd. and South Hiatus Road, Plantation, Florida
FEDP ID # ERIC_18360

Work Scope: Excavation and disposal of approximately 2,842 tons of contaminated soil, backfill excavation with clean back fill materials.

GENERAL PROPOSED SERVICES :
This work shall be included in the Scope of Work approved and funded by the FDEP WCP in an Agreement with TERRACON any extra services will be contracted separately.

- Permitting- TERRACON and its Contractor Will furnish necessary permitting to complete the excavation and backfill.
- Surface Completion – Fill material will consist of sandy soils from an acceptable FDEP quarry, the final completion will be grass seed or hydroseed. Top soil is not estimated.
- GPR Survey Terracon will not be responsible for underground structures or utilities being damaged if not marked by the private GPR contractor shown on as built drawing provided by the landowners or marked by 811 sunshine one call.
- Survey – A specific purpose survey will identify the limits of the excavation and locations will also be field measured using a submeter GPS.
- Compaction Testing is not included in this estimate.
- Analytical testing is required for FDEP approval of Backfill.
- Erosion control measures will be installed by TERRACON and Its Contractor. The exact work scope for this component will be determined after temporary entrance location is established. Silt fence will be installed as necessary and protection of any drains located in the immediate area.
- A temporary entrance may be required. This would consist of either a #57 gravel or laydown matts to remove mud etc. from the truck tires before they enter the highway. These options will both be estimated if it is determined they are required.
- The property is fenced and protected from public entrance. No additional fencing is estimated.
- The site will be secured and closed on a daily basis and not left open to public access.
- A budget for dust control is allotted if this becomes above normal means and additional budget may be required
- Safety Devices – Standard OSHA required devices for this type of a project.
- Soft Digging – One area near the intersection of Broward Blvd. and S. Hiatus Road will require a soft dig technique due to the existence of known underground utilities.

3.2 Source Removal Design Summary

Contaminated soil with concentrations of toxaphene exceeding the CSCTL from within the vicinity of the northwest corner at the Broward County School Board Property site will require removal. Based on the *RAE* and recent sample results from January 19, 2026 and March 9, 2026, the horizontal extent of the onsite impacted soil is defined as 26,662 square feet (sq ft), to a depth of 2 feet bgs, and 2,958 sq ft to a depth of 6 inches for a total of approximately 27,814 square feet. This calculates to a total estimated volume of 2,030 cubic yards, or 2,842 tons. The following table outlines the proposed onsite excavation details.

Area	Property	Estimated Area (ft^2)	Estimated Depth (ft)	Estimated Volume (yd^3)	Estimated Disposal (tons)
0-2	on-site	26,662	2	1,975	2,765
0-0.5	on-site	1,152 + 1,806 = 2,958	0.5	55	77
Total		27,814	0.5 and 2	2,030	2,842

The proposed excavation limits for the 0-0.5 ft interval and the 0.5-2 ft interval are illustrated on **Exhibits 4A and 5A**, respectively**.** The combined excavation area, excavation area shown as 0.5 feet or 2 feet excavation, is illustrated o**n Exhibit 6**.

Including a 20% safety factor for bulking, approximately 2,436 cubic yards of clean fill will be required for use in restoring the site.

3.3 Source Removal General Desciption

Terracon will subcontract with an environmental remediation subcontractor to provide labor, and equipment to excavate approximately 2,842 tons of non-hazardous contaminated soil. The subcontractor will excavate the area based on guidance from a Terracon representative.

939

PROPOSED EXCAVATION AREA AND VOLUME CALCULATIONS:

EXCAVATION AREA 0-2 FEET = 26,662 SQUARE FEET (SQ FT)
= 1,975 CUBIC YARDS (CY)
= 2,765 TONS

EXCAVATION AREA 0-0.5 FEET = 1,152 SQ FT + 1,806 SQ FT = 2,958 SQ FT
= 55 CUBIC YARDS (CY)
= 77 TONS

TOTAL PROPOSED EXCAVATION:

AREA = 27,814 SQUARE FEET

VOLUME = 2,030 CUBIC YARDS, 2,842 TONS

N

APPROXIMATE SCALE IN FEET

0 25 50

1 INCH = 50 FEET

W BROWARD BLVD

SB502 NW
SB501 NE
SB500 SE
MW7
SB115
SB207
SB506
SB508
SB522
SB521
SB520
SB119
SB100
SB504
SB507
SB509
SB512
SB519
SB513
MW5
DMW1
SB524
SB112
SB510
SB514
SB503
SB523
SB511
SB517
SB505
SB518
SB516
SB515
SB105
SB102
MW10
SB120

LEGEND

- 0-0.5 FT BGS PROPOSED EXCAVATION (DASHED WHERE INFERRED)
- 0-2 FT BGS PROPOSED EXCAVATION (DASHED WHERE INFERRED)
- SOIL BORING LOCATION
- SHALLOW MONITORING WELL LOCATION
- INTERMEDIATE MONITORING WELL LOCATION
- DEEP MONITORING WELL LOCATION
- APPROXIMATE OLD PLANTATION WATER CONTROL DISTRICT PROPERTY BOUNDARY
- APPROXIMATE BROWARD COUNTY SCHOOL BOARD PROPERTY BOUNDARY

N:\CAD\FORT LAUDERDALE\2025\HD257004 School Board of Broward County\2026-04

Project Mngr: SO	Project No. HD257004	Terracon	PROPOSED EXCAVATION AREA - 0-2 FT BGS
Drawn By: CF	Scale: AS SHOWN	5371 NW 33rd Avenue, Fort Lauderdale, Florida	BROWARD COUNTY SCHOOL BOARD PROPERTY
Checked By: SO	File No. HD257004	PH. (954) 703-1831 FAX. (954) 741-8282	SOUTHEAST CORNER OF BROWARD BOULEVARD AND SOUTH HIATUS ROAD
Approved By: SO	Date: 04/23/26		PLANTATION, BROWARD COUNTY, FLORIDA
			ERIC_18360

EXHIBIT 6

940

N

APPROXIMATE SCALE IN FEET

0 30 60

1 INCH = 60 FEET

W BROWARD BLVD

MW207
MW100
MW302S
MW5
MW301I
MW301S
MW303I
MW303S
MW202I
MW7
MW208I
MW203I
DMW1
MW300D
TMW-1
MW400
MW204I
GP 2
MW10
TMW-2
MW206I
MW-103

LEGEND

MW100 HIGHLIGHTED WELL ID = GROUNDWATER CONCENTRATION EXCEEDS GCTL

REPLACEMENT SHALLOW MONITORING WELL LOCATION

RECONSTRUCT MANHOLE AND WELLPADS FOLLOWING SOURCE REMOVAL ACTIVITIES

APPROXIMATE AREA OF EXCAVATION

SHALLOW MONITORING WELL LOCATION

INTERMEDIATE MONITORING WELL LOCATION

DEEP MONITORING WELL LOCATION

APPROXIMATE OLD PLANTATION WATER CONTROL DISTRICT PROPERTY BOUNDARY

APPROXIMATE BROWARD COUNTY SCHOOL BOARD PROPERTY BOUNDARY

N:\CAD\FORT LAUDERDALE\2025\HD257004 School Board of Broward County\2026-04

Project Mngr:	SO
Drawn By:	CF
Checked By:	SO
Approved By:	SO
Project No.	HD257004
Scale:	AS SHOWN
File No.	HD257004
Date:	04/27/26

Terracon
5371 NW 33rd Avenue Fort Lauderdale, Florida
PH. (954) 703-1831 FAX. (954) 741-8282

PROPOSED POST ACTIVE GROUNDWATER MONITORING WELLS

BROWARD COUNTY SCHOOL BOARD PROPERTY
SOUTHEAST CORNER OF BROWARD BOULEVARD AND
SOUTH HIATUS ROAD
PLANTATION, BROWARD COUNTY, FLORIDA
ERIC_18360

EXHIBIT 7

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Charter Schools/Management Support

Agenda Item Number:	M-8.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

New Charter School Agreement - Sunshine Charter Academy of Broward, Inc. ADDED

REQUESTED ACTION:

Approve a new charter school agreement for Sunshine Charter Academy of Broward, Inc. d/b/a SunEd High of Hollywood to operate a charter high school serving grades nine through twelve (9-12) for the 2026-2027 school year. District 1.

RATIONALE:

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

EXHIBITS:

Executive Summary
New Charter Agreement
Sunbiz
Original Application - ONLINE

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:	Donte F. Collins	Phone:	754-321-2135

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer May

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: (754) 321-2650

EXECUTIVE SUMMARY

New Charter Agreement- Sunshine Charter Academy of Broward, Inc. – SunEd High of Hollywood

Board Meeting Date: June 9, 2026

Requested Action:
Approve the new charter school agreement for Sunshine Charter Academy of Broward, Inc. d/b/a SunEd High of Hollywood to open a charter school serving grades ninth through twelfth (9-12) for the 2026-2027.

General Information

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

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• Policy 1163
Statutory Requirement	• Pursuant to Section 1002.33(7), Florida Statutes, "The terms and conditions for the operation of a charter school, including a virtual charter school, shall be set forth by the sponsor and the applicant in a written contractual agreement, called a charter."
If the School Board votes "Yes"	Pursuant to Section 1002.33 (7), Florida Statutes, Sunshine Charter Academy of Broward Inc. d/b/a SunEd High of Hollywood will have an approved charter agreement.
If the School Board votes "No"	• Sunshine Charter Academy of Broward Inc. d/b/a SunEd High of Hollywood will not receive an approved charter agreement. In that event, the Sponsor may become subject to Division of Administrative Hearings (DOAH) proceedings and an adverse award of attorney fees and costs in favor of the charter school.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History

On May 5, 2026, The School Board of Broward County, Florida, approved a new charter school application from Sunshine Charter Academy of Broward, Inc. d/b/a SunEd High of Hollywood to open public charter alternative high school, serving grade levels ninth through twelfth (9-12).

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

Agreement Terms and Financial Impact	
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.	
Agreement Term:	Agreement Term: July 1, 2026, through June 30, 2031
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): Not Applicable **Acquisition Method**: Not Applicable

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

Budget Impact Summary Statement:
There is no financial impact to the District.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
Not Applicable	Not Applicable	Not Applicable

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

Current Fiscal Year Budget Authority

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

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

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

- Current Agreement
- Sunbiz- ONLINE
- Original Application - ONLINE

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT is entered into as of the _____ day of _____, 2026 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as "Sponsor"],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and
SUNSHINE CHARTER ACADEMY OF BROWARD, INC.
d/b/a SUNED HIGH OF HOLLYWOOD - MSID
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
1117 Banks Road, Margate, Florida 33063

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a charter high school, grade levels ninth through twelfth (9-12), here within Broward County, Florida; and

WHEREAS, the School is a Florida not-for-profit organization and desires to operate a charter school within Broward County, Florida for the purposes set forth in Section 1002.33, Florida Statutes, and in the School's Charter School Application which is attached hereto as **Appendix 1** and incorporated herein by reference.

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school agreement; and

WHEREAS, it is the intent of the parties that this Charter School Agreement [hereinafter referred to as "Charter"] shall serve as the charter for the operation of the School.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

ARTICLE 1: RECITALS

Section 1.A: **Recitals**: The foregoing recitals are true and correct and are incorporated within this Charter by reference.

ARTICLE 2: GENERAL PROVISIONS

Section 2.A: **Approved Application**: The School's approved application to operate a charter school is appended hereto as **Appendix 1** and is incorporated herein by reference.

If any provision of this Charter is inconsistent with **Appendix 1**, the provisions of this Charter shall prevail.

Section 2.B: **Term of Charter:** Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this Charter shall cover a period of five (5) years, commencing on July 1, 2026, and ending on June 30, 2031.

Section 2.B.1: **Effective Date:** This Charter shall become effective on July 1, 2026, or upon signing by both parties, whichever date is later.

Section 2.B.2: **Start-Up Date**: The initial start-up of the School shall be consistent with the beginning of the Sponsor's public school calendar for each school year. In all years of operation, the School will follow the public school calendar adopted by the Sponsor unless otherwise stated and approved in the Application **(Appendix 1)** or by an amendment to this Charter. The School shall provide instruction for at least one hundred eighty (180) school days or the number of days required by law for other public schools and may provide instruction for additional days.

Section 2.B.3: **Pre-Opening Deadline**: The School shall be eligible to receive FTE funding from the Sponsor once it has secured and has provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority, but in no event shall such funds be disbursed to the School any earlier than July 1 of the school year in which the School will open. If the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, and the School otherwise fails to provide notice of intent to defer the opening of the School's operations in accordance with Section 1002.33(6)(b)5, Florida Statutes, then this Charter will automatically expire with notice to the School but without any hearing, right to appeal or further action required of the Sponsor. Notwithstanding the aforementioned, pursuant to Section 1002.33(6)(b)5, Florida Statutes, the School may defer the opening of the school's operations for up to 3 years to provide time for adequate facility planning. If the School has not already utilized the two (2) planning years authorized by Section 1002.33(7)(a)12, Florida Statutes, with regard to its approved application, a year under this Charter shall automatically be a planning year if the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School. The School shall not be entitled to enroll any students during a planning year and shall not be eligible to receive any FTE funding from the Sponsor during such planning year. If the School has already utilized both of its two (2) planning years subsequent to approval of its application and thereafter fails to secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, that third year shall constitute the final deferral year permitted to the School by Section 1002.33(6)(b)2, Florida Statutes. If the School has already utilized all three (3) of its deferral years subsequent to approval of its application and thereafter fails to secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, then this Charter shall automatically expire with notice to the School but without any further action required of the Sponsor.

Section 2.B.4: **Charter Modification**: This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. Alteration of the grade levels served will require approval of a subsequent or supplemental charter school application to serve those additional grades. Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

Section 2.B.4.a: **High Performing Charter School:** As per Section 1002.331, Florida Statutes, a State designated high-performing charter school may increase its student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

Section 2.B.5: **Charter Renewal**: This Charter may be renewed pursuant to Section 1002.33(7)(c)1, Florida Statutes, for such duration as may be established by mutual written agreement of the parties, or as otherwise required or allowed by law.

Section 2.C: **Educational Program and Curriculum**: The School shall deliver an educational program and curriculum as described in its Application which is attached hereto and incorporated herein as **Appendix 1.**

Section 2.D: **Non-Renewal/Cancellation and Termination**: Any non-renewal, cancellation or termination of the Charter shall be subject to Section 1002.33(8), Florida Statutes, and the terms of this Charter.

Section 2.D.1: **Non-Renewal Provisions**: At the end of the term of the Charter, the Sponsor may choose not to renew the School's Charter upon a finding of clear and convincing evidence for any of the following reasons which is not cured after notice and reasonable opportunity to cure, in accordance with Section 14.F. of this Charter, such as:

(a) a failure by the School to participate in the state's education accountability system created in Section 1008.31, Florida Statutes, or failure to meet requirements for student performance stated in this Charter;

(b) a failure by the School to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to Section 1002.345, Florida Statutes, and defined by law and applicable rules of the State Board of Education; and

(c) a material violation of law.

Section 2.D.1.a: **Notice of Renewal/Non-Renewal from the Sponsor; Appeal:** Except when exercising its authority for the immediate termination of a charter school pursuant to Section 1002.33(8)(c), Florida Statutes, the Sponsor shall provide written notification to the governing body of the School of the proposed renewal or non-renewal of its Charter at least ninety (90) calendar days in advance of the proposed action. In the event of a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action and shall expressly find that one or more of the grounds for non-renewal under Section 1002.33(8)(a), exists by clear and convincing evidence and state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.1.b: **Notice of Renewal/Non-Renewal from the School:** The School shall notify the Sponsor in writing at least ninety (90) calendar days prior to the expiration of the Charter as to the School's intent to renew or not to renew.

Section 2.D.2: **90-Day Termination**: This Charter may be terminated upon ninety (90) calendar days written notice pursuant to Section 1002.33(8)(b) Florida Statutes, for any of the grounds listed in the foregoing Non-Renewal Section, or ground otherwise provided or available under applicable law. This Charter may also be terminated by the Sponsor before the expiration of its term if the Sponsor determines, pursuant to Section 1002.33(8)(a)1, Florida Statutes, and after due notice and opportunity to be heard, that insufficient progress has been made by the School in meeting the requirements for student performance agreed to by the parties hereto and contained in this Charter and if it is not likely that such objectives can be achieved before expiration of the Charter.

Section 2.D.2.a: **Notice from the Sponsor; Appeal:** Except when immediately terminated pursuant to Section 1002.33(8)(c), Florida Statutes, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) calendar days in advance of the proposed action. The notice shall expressly find that one or more of the grounds for non-renewal under Section 1002.33(8)(a), Florida Statutes, exists by clear and convincing evidence and shall state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.3: **Immediate Termination**: This Charter may be terminated immediately by the Sponsor pursuant to Section 1002.33(8)(c), Florida Statutes, if the Sponsor sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger exists to the health, safety, or welfare of the School's students. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination. The sponsor's determination is subject to the procedures set forth in Section 2.D.2.a, except that the hearing may take place after the charter has been terminated. The Sponsor shall notify in writing the School's governing body, the School's principal, and the FDOE if the Charter is immediately terminated. The Sponsor shall clearly identify the specific

issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate. Upon receiving written notice from the Sponsor, the School's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited, and the final order must be issued within sixty (60) calendar days after the date of request. The Sponsor shall further cooperate and afford the School immediate access, at no cost, to any and all records in Sponsor's possession as may be needed and required by the School in preparation of its appeal upon School's request, to the extent that such records were turned over to the Sponsor pursuant to this Section.

Section 2.D.3.a: **Immediate Termination – Operations During Appeal**: Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor access to the School's facilities, security system access codes and access codes for School owned/leased computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall turn over to the Sponsor all of the School's public property and public funds. If the School prevails in an appeal to the Division of Administrative Hearings (DOAH) and any subsequent filed appeals, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's governing board shall resume operation and oversight of the School. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 2.D.3.a.1: **Immediate Termination – Assets and Property During Appeal**: Any unencumbered public funds from the School, and district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

Section 2.D.3.a.2: **Immediate Termination – School Debts and Term of Lease During Appeal**: However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction.

Section 2.D.3.a.3: **Immediate Termination –Correspondence During Appeal**: During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships. To the extent the Sponsor continues to operate the School during the pendency of an appeal in the same facilities previously occupied by the School, School funds shall be available and used to make the appropriate facility payments pursuant to Section 2.D.3.c. herein below. At no time shall Sponsor take any action to violate the terms of the lease

during the pendency of an appeal. The Sponsor shall cure an unintentional breach of the lease terms during an appeal upon receipt of notice hereof.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal**: This Charter may still be terminated upon ninety (90) calendar days' notice or non-renewed in accordance with its terms and Florida law during the pendency of an appeal in accordance with Section 1002.33(8), Florida Statutes.

Section 2.D.3.a.5: **Immediate Termination – Retrieval of Personal Items by School Personnel**: If the School appeals to the Division of Administrative Hearings and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to Section 1002.33(8), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

Section 2.D.3.b: **Hearing Process**: The School's governing body may, within ten (10) calendar days after receiving the Sponsor's decision to immediately terminate the Charter, request a hearing in accordance with Section 1002.33(8)(b) and (c), Florida Statutes.

Section 2.D.3.c: **Sponsor Operation of School Pending Appeal**: The sponsor shall assume operation of the charter school throughout the pendency of the hearing under paragraph (b) unless the continued operation of the charter school would materially threaten the health, safety, or welfare of the students. Section 1002.33(8)(c), Florida Statutes, states that "failure by the sponsor to assume and continue operation of the charter school shall result in the awarding of reasonable costs and attorney's fees to the charter school if the charter school prevails on appeal." The Sponsor shall hold and conserve the School's public property and assets purchased with public funds, including cash and investments which are public funds, in trust until the School has exhausted all appellate rights pursuant to Section 1002.33(8)(b) and (c), Florida Statutes. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits. This provision shall not be interpreted to require Sponsor funds be used to pay School expenses.

Section 2.D.3.d: **School Employees After Immediate Termination**: The School's instructional and operational employees may continue working in the charter school until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of employees continuing to serve in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if cause should arise or be discovered during the Sponsor's assumed operation of the charter school (after the Sponsor provides any required due process to such employees if they are not terminable at-will).

Section 2.D.4: **Post Termination Provisions**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the

disposition of financial and operational records, student records, property and assets, debts and leases shall be in accordance with the provisions of this Charter and applicable law.

Section 2.D.4.a: **Financial & Operational Records**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, all administrative, operational and financial records of the School shall be turned over to the Sponsor along with necessary access to the School's facilities on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.b: **Student Records**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, student records shall be turned over to Sponsor by the date of expiration, non-renewal or termination takes effect.

Section 2.D.4.c: **Property/Assets of the School**: The parties acknowledge that both the Sponsor and the School are public entities. In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor and except as otherwise provided by law; all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements purchased with public funds, furnishings and equipment and any unencumbered public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances) following the School's exhaustion of its appellate remedies. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased directly with grants and funds provided by a governmental entity. Funds provided by the School and used by an Education Services Provider (ESP) company to purchase property and assets for the School are considered public funds. Any property and improvements, furnishings and equipment purchased without Article 12.0 funds for the School which have not been reimbursed by public funds shall be the property of the School should the Charter terminate or not be renewed. Any assets existing at the time of expiration, termination, or non-renewal of this Charter School Agreement, which have been funded by both Article 12.0 funds and non-public funds, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through Section 1002.33, Florida Statutes, or as specified in this Charter. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Charter School Agreement.

Section 2.D.4.d: **Debts of the School**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the

Governing Board of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor. The Sponsor may only assume the benefit of the property for which a debt, financial obligation, or liability may attach or accrue in the event that the Sponsor assumes or takes on the corresponding obligation for the debt, obligation, or liability as set forth herein. The Sponsor may not assume the asset for which a debt, financial obligation or liability may accrue leaving the School with the ultimate financial responsibility.

Section 2.D.4.e: **Leases of the School**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

Section 2.D.4.f: **Dissolution of the School:** Upon expiration, non-renewal or termination of the Charter and exhaustion of any rights to appeal, the School shall be dissolved under the provisions of the statute under which the School was organized.

Section 2.D.4.g: **Student Enrollment Upon Non-Renewal**: Any student enrolled at the School at the time of the expiration, termination or non-renewal of this Charter may apply to and be enrolled in a public school operated by Sponsor or another charter school in accordance with the Sponsor's or the recipient charter school's normal application and enrollment procedures.

Section 2.D.5: **Voluntary Termination**: The School's governing board may elect to voluntarily terminate this Charter by sending to the Sponsor a written notice of voluntary termination executed by the chair of the School's governing board. In the event of a voluntary termination, the School shall be deemed to have waived any right to notice, hearing or appeal of the termination of its Charter. The School shall inform the Sponsor no later than fifteen (15) calendar days prior to the date specified in the notice of voluntary termination. Any such voluntary termination shall be effective as of the date specified in the governing board's notice. Upon receipt of notice of the intent to voluntarily terminate the contract, the governing board's right to notice, hearing or appeal shall cease. In the event of a voluntary termination, all post-termination provisions stated in this Charter shall apply other than the provisions for notice, hearing or appeal.

Section 2.E: **Non-Discrimination Policy**: The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Section 2.E.1: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, religion or national origin;

Section 2.E.2: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;

Section 2.E.3: Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender;

Section 2.E.4: The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least forty (40) years of age;

Section 2.E.5: Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled;

Section 2.E.6: The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;

Section 2.E.7: The Family and Medical Leave Act of 1993 (FMLA) which requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons;

Section 2.E.8: The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;

Section 2.E.9: The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State;

Section 2.E.10: For public employers, Public Law 93-508 (Federal Law) and Section 295.07, Florida Statutes, which provide categorical preferences for employment and re-employment rights to veterans; and

Section 2.E.11: Sponsor's School Board Policy, which prohibits discrimination on the basis of sexual orientation, in effect at the time of execution of this Charter by the parties, or if subsequently amended, as the parties may agree to apply.

Section 2.F: **Class Size:** To the extent applicable, the School will comply with Article IX, Section 1 of the Florida Constitution, and any applicable state law governing class size. If it is determined that the School was required to comply with Article IX, Section 1 of the Florida Constitution or any state law governing class size and failed to do so, and such non-compliance adversely impacts Sponsor's compliance with state law, any such penalties imposed upon the Sponsor shall be borne upon the School. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by Sponsor as a result of the School's non-compliance.

Section 2.G: **Additional Requirements**: The Sponsor reserves the right to require the School to adhere to School Board Policy 1163 in affect at the time of execution of this Charter by the parties, or if subsequently amended, as the parties may agree to apply, and any additional requirements imposed upon charter schools by applicable law or rules or by the FDOE.

ARTICLE 3: ACADEMIC ACCOUNTABILITY

Section 3.A: **Student Performance**: Student performance shall be assessed and evaluated in accordance with the School's governing laws and rules, the assessment and evaluation provisions of the School's Approved Application **(Appendix 1)** and the provisions of this Charter. In addition to evaluating the School's success in achieving the objectives stated in either the Application, the School Accountability Plan, or the School Improvement Plan, when required, the School shall be held accountable for meeting federal and state student performance requirements, as provided in Sections 1001.02, 1008.33, and 1008.345, Florida Statutes. The School agrees to permit the Sponsor's personnel to observe the charter school's operations to assess student performance upon reasonable notice.

Section 3.A.1: **Assessment and Evaluation**: The School will implement its educational program during the school year as specified in the School's Approved Application **(Appendix 1)** as may have been amended over time, setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with the Florida Standards as determined by the FDOE and be grounded in evidence-based reading research. The School further agrees that its programs and operations shall be nonsectarian. The School shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.1.a: **Expected Outcomes**: The School agrees to implement the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon and identified in the School's Approved Application **(Appendix 1**), in this Charter, and as specified in applicable laws and rules.

Section 3.A.1.b: **Methods of Measurement**: The School's expected outcomes will be measured in the initial year as described in the School's Approved Application **(Appendix 1**), in this Charter, and as specified in applicable laws and rules.

Section 3.A.1.c: **Assessments**: The parties agree that the methods set forth in the School's Approved Application **(Appendix 1)**, in this Charter, and as specified in applicable laws and rules shall be used to identify the educational strengths and needs of students and the educational goals and performance standards. This accountability criteria shall be based upon the School's assessment system, as agreed, and on statewide assessment programs. All

assessments shall be conducted at the times specified in the School's Approved Application **(Appendix 1)** unless another time is required by the state.

Section 3.A.1.c.1: **State-Required Assessments**: Students attending the School shall participate, at the Sponsor's expense, in the statewide assessment program and in all state-required assessments in accordance with the provisions of Section 1002.33(7)(a)4, Florida Statutes. The School shall participate in training opportunities regarding implementation of state required assessments. To facilitate this participation, the Sponsor will provide consultation by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting).

Section 3.A.1.c.2: **Additional Assessments**: When the Sponsor requires the School to participate in any District-wide assessments during, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2: **Annual Student Performance**: The School will annually implement its educational program as specified in the School's Approved Application **(Appendix 1)**, setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and to provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with Florida Standards and be grounded in evidence-based reading research. The School further agrees that its programs and operations shall be nonsectarian.

Section 3.A.2.a: **Annual Assessments**: The School's student performance will be annually assessed as described in the School's Approved Application **(Appendix 1)**, in this Charter, and as specified in applicable laws and rules. The School will annually implement its educational program as specified in the School's Approved Application **(Appendix 1)** setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in each year that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. The School's annual curriculum shall be consistent with Florida Standards and be grounded in evidence-based reading research. The School further agrees that its programs and operations shall be nonsectarian each year.

Section 3.A.2.a.1: **State-Required Annual Assessments**: The School will annually administer all state-required assessments to its students, at the Sponsor's expense, within the State timeframe during each year of the term of the Charter. In each year, the School shall administer to its students, at the Sponsor's expense, the statewide assessment program and all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)4, Florida Statutes, the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting).

Section 3.A.2.a.2: **Additional Annual Assessments**: The School will implement, at its own expense, any assessments specified in its Approved Application **(Appendix 1).** When the Sponsor requires the School to participate in any district-wide assessments~~,~~ the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts during the term of this Charter to participate in district-wide assessments which are not required by the Sponsor, the School shall bear the costs associated with district-wide assessments. The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2.a.3: **Testing Process:** All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of Sponsor and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

Section 3.A.2.a.4: **Testing Technology:** The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

Section 3.A.2.a.5: **State Assessment Reporting:** The Sponsor shall provide the School with reports on state assessments in the same manner and at the same time as for all public schools in the District.

Section 3.B: **Student Promotion**: The School's students shall be promoted in accordance with the Sponsor's most recent Student Progression Plan, as amended from time to time.

Section 3.B.1: **Student Promotion Policy**: The School's student promotion policy shall be consistent with the provisions of the School's Approved Application **(Appendix 1)**, the provisions of this Charter and applicable laws and rules and shall comply with the Sponsor's most recent Student Progression Plan, as amended from time to time.

Section 3.B.2: **Graduation Requirements**: The School shall comply with the method described in Sections 1003.4281, 1003.4282 and 1008.25, Florida Statutes, and the Sponsor's policy for determining that a student has satisfied the requirements for graduation. Dropout Prevention and Academic Intervention programs must comply with the requirements of Section 1003.53, Florida Statutes, and Rule 6A-6.0521, Florida Administrative Code.

Section 3.C: **Academic Intervention Plan:** The School agrees to develop and implement Academic Intervention Plans (AIP) in accordance with Rule 6A-6.0521, Florida Administrative Code, and Section 1003.53, Florida Statutes. Academic Intervention Plans must be developed no more than thirty (30) calendar days after a student's entry into a dropout prevention acadmic intervention program. ESE students must have academic intervention plans that are consistent with the student's IEP. The AIP must include measurable objectives, strategies, supports and related services to improve academic achievement, attendance and discipline. Transition goals to support the next educational placement or postsecondary options must also be included. The AIP shall be reviewed and revised, when appropriate, with the student participating on regularly scheduled intervals.

Section 3.D: **Data Access and Use**: The School agrees to allow the Sponsor access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met as stated in the Charter, and as required by Sections 1008.31 and 1008.345, Florida Statutes. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade procedures that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g., staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, state mandated assessment scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for the aforementioned services that is not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

Section 3.D.1: **Student Performance/Progress Monitoring Reports:** The School agrees to collect student performance/progress monitoring data as required by statute and

provide a copy to the Sponsor. Student performance/progress monitoring data will be uploaded into Charter Tools in the timeframe provided by the Sponsor.

Section 3.E: **Accreditation:** The School, if a high school or a school providing high school courses, must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School. Schools that serve students in grades 9-12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

Section 3.F: **Records and Grading Procedures**: Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures.

Section 3.G: **State System of Grading Schools**: The School shall be subject to the state system for grading set forth in Section 1008.34, Florida Statutes, and the acquisition by the School of two (2) consecutive grades of "F" after all school grade appeals are final, unless the charter school meets one of the exemption criteria pursuant to Section 1002.33(9)(n)3, Florida Statutes, shall constitute a material breach of this Agreement and good cause for the School's termination.

Section 3.G.1: **School Improvement Plans (SIPs)**: In the event the School receives a school grade issued under Section 1008.34(2), Florida Statutes, of "D" or "F" in any year, the School's director/principal and a representative of the School's Governing Board shall appear before the Sponsor in a publicly noticed meeting to submit a SIP for approval by the Sponsor. The Sponsor shall have the authority to approve and monitor the School's development and implementation of any SIP during the following school year as outlined in Rule 6A-1.099827, Florida Administrative Code. The School shall comply with all state and local requirements pertaining to said Rule. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any SIP.

Section 3.G.1.a: **Corrective Actions**: If the School earns three consecutive grades below a "C," the charter school governing board shall choose one of the following corrective actions, as prescribed in state board rules:

Section 3.G.1.a.1: Contract for educational services to be provided directly to students, instructional personnel, and school administrator, as prescribed in state board rule. The School may select an Education Management Organization or Academic Management Organization to provide services to the Schools students, teachers, and administrators, including services such as, but not limited to, instructional coaching, curriculum review and alignment, and data literacy.

Section 3.G.1.a.2: Contract with an outside entity that has a demonstrated record of effectiveness to operate the School;

Section 3.G.1.a.3: Reorganize the School under a new director or principal who is authorized to hire new staff; or

Section 3.G.1.a.4: Voluntarily close; or

Section 3.G.1.a.5: any other action permitted by applicable law, rules or this Charter including, without limitation, the termination of this Charter pursuant to Section 1002.33(8), Florida Statutes.

Section 3.G.1.b: **School Improvement Plan Approval Meeting**: The Sponsor shall approve or deny a school improvement plan submitted by the School at a publicly noticed meeting pursuant to Rule 6A-1.009827, Florida Administrative Code.

Section 3.H: **State Student Performance Requirements**: The School will be accountable for meeting the state's student performance requirements as delineated in Rule 6A-1.09981, Florida Administrative Code, *School District Accountability,* based on Sections 1001.02, 1008.22, 1008.34, and 1008.345, Florida Statutes.

Section 3.I: **Annual Accountability Report**: The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33(9)(k), Florida Statutes. The Accountability Report will be reviewed by the Sponsor as required.

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Evidence-Based Reading Plan (CERP) unless it has chosen to "opt-out" and use an alternate governing board approved core reading plan. If the school chooses to opt-out of the Sponsor's K-12 CERP, it shall provide to the Sponsor an alternative Evidence-Based Comprehensive Reading Plan to the Sponsor for review in compliance with applicable laws.

ARTICLE 4: STUDENTS

Section 4.A: **Eligible Students**: The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes. Student enrollment shall be subject to the School's approved capacity, which shall be determined annually by the School's governing board, in conjunction with the Sponsor, in accordance with Section 1002.22(10)(h)(i), Florida Statutes. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student enrollment and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

Section 4.A.1: **School Community**: The School shall make reasonable efforts, in accordance with federal law, to achieve racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not violate the antidiscrimination provisions of Section 1000.05, Florida Statutes, including

to discriminate against students who are served under the Exceptional Student Education (ESE) program and students who are served as English Language Learners (ELL). The parties agree that the community to be served by the School is described in the School's Application **(Appendix 1).** However, in no event shall any eligible student, as defined by Section 1002.33(10), Florida Statutes, be denied enrollment unless the School has attained its maximum school enrollment capacity.

Section 4.B: **Grades Served**: The School shall enroll students in those grades specified in its Approved Application **(Appendix 1).** A state designated high-performing charter school may expand grade levels as outlined in Section 1002.331 Florida Statutes.

Section 4.C: **Class Size**: The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

Section 4.D: **Annual Projected Enrollment**: The School shall provide to the Sponsor its projected FTE enrollment for the next school year by no later than the last Friday of May of the current school year during the term of this Charter. The Annual Projected Enrollment shall not be construed to constitute a maximum enrollment capacity at the School for the following academic school year.

Section 4.E: **Annual Capacity Determination**: Any change in the School's approved maximum school enrollment capacity must be achieved through the amendment of this Charter. If a change in its maximum school enrollment capacity is desired for an upcoming school year during the term of this Charter, the School must provide notice to the Sponsor of the proposed change in school enrollment capacity and the facts supporting that request no later than February 28 prior to the school year in which the increased capacity is requested. The Sponsor shall consider the provisions of Section 1002.33(10), Florida Statutes, when determining whether to approve a requested change in school enrollment capacity. The School shall not enroll student in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the school shall not be exceeded during any session.

Section 4.E.1: **Annual Capacity of a High Performing Charter School**: The capacity of a high-performing charter school identified pursuant to Section 1002.331, Florida Statutes, shall be determined annually by the School's governing board. The governing board shall notify the Sponsor of any increase in enrollment by March 1 of the school year preceding the increase. The Sponsor may not require the School to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter. Pursuant to Section 1002.331(2)(a), Florida Statutes, modification of the contract capacity of a charter school that has been identified as high-performing by the FDOE, shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School.

Section 4.F: **Admissions and Enrollment Plan**: The School shall implement the enrollment policies and procedures and lottery processes in accordance with the School's Governing Board policies and procedures, Section 1002.33 (10), Florida Statutes, and as otherwise provided by law. Pursuant to Section 1002.33(10)(e), Florida Statutes, the School may limit

enrollment to target specific student populations. The School shall enroll all eligible students who submit a timely application, unless the number of applications exceed the stated capacity of the School, class, grade level, or building as agreed to in **(Appendix 1).** In that case, all applicants shall have an equal chance of being admitted through a random selection process. The School's enrollment plan shall comply with the following:

Section 4.F.1: **Equal Enrollment Opportunities**: Students requiring services from an Exceptional Student Education (ESE) program as well as students requiring services from English Language Learners (ELL) programs shall have equal opportunities of being selected for enrollment in the School. The School agrees to enroll any eligible student who submits a timely and completed application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with Florida law and all applicable desegregation court orders, and/or settlement stipulations, Sponsor assignment plan/policies, voluntary school choice plans, and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located;

Section 4.F.2: **Enrollment for Conversion Schools**: In the event the School is operating as a conversion charter school, the School agrees to give enrollment preference in accordance with Section 1002.33(10)(e), Florida Statutes to students who would have otherwise attended that public school, however, parents or students may request non-participation and receive assignment to another public school through the Sponsor;

Section 4.F.3: **Community Diversity**: The School agrees that it will implement the strategies contained in **Appendix 1** to achieve and maintain a student population reflective of the diversity of the community the School serves, as defined above;

Section 4.F.4: **Enrollment Preferences - Siblings and Employees' Children**: The School acknowledges that it may give enrollment preference to eligible siblings of students enrolled in the School, to the child of an employee of the School, to the child of a member of the governing board of the School or to any other student as authorized by Florida law; and

Section 4.F.5: **Enrollment Preferences – Same Household**: The School acknowledges that it may give enrollment preference to students living in the same household with an accepted/attending student (i.e., foster home, foreign exchange student) subject to the provision of appropriate documentation to support such student eligibility.

Section 4.G: **Maintenance of Student Records**: The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including Individual Education Plans (IEPs) for Exceptional Students. The School shall maintain both active and archival records in Broward County, Florida, for current and former students in accordance with Florida Statutes. The School will maintain both active and archival records for current/former students in accordance with applicable federal and state laws. The Sponsor will assist the School in establishing appropriate record formats.

Section 4.G.1: **Cumulative Folders/Permanent Records**: All cumulative folders and permanent records of students leaving the School to attend a district school and copies of permanent records of students leaving a district school to attend the School will be forwarded to the receiving school immediately upon request. Neither the School nor the Sponsor shall delay the transfer of records due to a pending parent/student exit conference.

Section 4.G.2: **Records Upon Out-of-District Transfer**: All cumulative folders and permanent records of students leaving the School to attend a school other than a district school will be copied and forwarded to the receiving school. The original cumulative folder and permanent record of the student will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law.

Section 4.G.3: **Records Upon Other Transfers**: All cumulative folders and permanent records of students leaving the School for any reason, other than above, will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law;

Section 4.G.4: **Records Transfer to Sponsor**: All permanent (identified as "Category A" by the Florida Division of Library and Information Services) records of students leaving the School, whether by graduation, transfer to Sponsor's district schools, or withdrawal to attend another school, will be transferred to the Sponsor in accordance with applicable law. All records of student progress (identified as "Category B" by the Florida Division of Library and Information Services) will be immediately transferred to the appropriate recipient school, without exception, if a student withdraws to return to one of Sponsor's district schools or to another school system. The School may retain copies of the academic records created during a departing student's attendance at the School.

Section 4.G.5: **Inactive Student Records**: All inactive student records shall be maintained and archived by the school in accordance with Rule 6A-1.0955, Florida Administrative Code. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

Section 4.G.6: **Confidentiality of Student Records**: The School shall ensure that all student records are kept confidential as required by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g) and Sections 1002.22 and 1002.221, Florida Statutes. The Sponsor has the right with reasonable notice, if it has a legitimate educational interest to review any and all student records maintained by the School including, without limitation, records pertaining to students in the ESE, ELL and Multi-Tiered System of Support/Response to Intervention (MTSS/RtI) programs at the School.

Section 4.H: **Exceptional Student Education**: Students enrolled in the School who are eligible to receive Exceptional Student Education (ESE) services shall be provided a free appropriate public education by the School in accordance with this Charter, applicable federal and state laws and applicable administrative rules adopted by the Florida Board of

Education. Students with disabilities will be educated in the least restrictive environment as outlined in the district's Special Policies and Procedures for Exceptional Students (SP&P).

Section 4.H.1: **Non-Discriminatory Policy**: The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School will be non-sectarian in its programs, admission policies, employment practices and operations. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School.

Section 4.H.2: **Sponsor's Responsibilities**: The Sponsor will have the responsibility of conducting the psychoeducational evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform psychoeducational evaluations of students initially referred for placement within exceptional student education without fee. The School will be billed for those services not covered by the administrative fee at the actual cost of these services. The School may obtain independent evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district. The Sponsor will monitor the School for ESE compliance with applicable federal, state and local policies and procedures.

Section 4.H.3: **The School's Responsibilities**: The School shall make a continuum of services available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(l), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws,

and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

Section 4.H.3.a: **IEP Meetings**. The School will develop an Individual Education Plan (IEP) and conduct an IEP meeting with the student's parents/guardians for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in the initial staffing and IEP meetings at the school and will provide the Sponsor with at least ten (10) days prior notice of such meetings as required by law and accompanied by a copy of the Parent Participation Form. A representative of the Sponsor shall participate in all initial IEP, EP, and applicable Section 504 Plan meetings. The administrator or designee in charge at the School will serve as the LEA Representative at all other annual and interim IEP, EP, and Section 504 meetings, which the School shall conduct.

Section 4.H.3.a.1: If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the School will take steps to secure another placement for the student in accordance with federal and state mandates. The School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

Section 4.H.3.b: **Least Restrictive Environment:** Except as otherwise provided by the provisions of Section 2.E contained hereinabove, students with disabilities enrolled in the School will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. As it is the School's goal to place students in an environment where they can best flourish, those students whose needs cannot be adequately addressed at the School will be appropriately referred; and the School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. However, it is the School's obligation, and not that of the Sponsor or student's boundaried school, to provide all appropriate services to ESE students unless and until that student withdraws from the School.

Section 4.H.3.c: **Procedural Measures:** As early as possible in the planning/development stages, the School's staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, which safeguards will include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

Section 4.H.3.d: **Federal and State Reports:** Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal, state and any other reports deemed necessary in accordance with the timelines and specifications of the Sponsor and the State Department of Education.

Section 4.H.3.e: **504 Students**: The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

Section 4.H.4: **Due Process Hearings**: The School shall be liable to Sponsor for all damages, attorney's fees and costs awarded against the Sponsor relating to an alleged violation by the School of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 and School shall be liable for all attorney's fees and costs incurred by the Sponsor in its defense of any claims. The School shall have an opportunity to consult both in the selection of counsel and to participate in the defense of the due process proceedings. The School shall not be obligated to Sponsor under this subsection for any damages, attorney's fees and costs awarded in favor of a student with disabilities due to Sponsor's violation of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 or for any costs and attorney's fees incurred by Sponsor in defending a claim that resulted in such an award. All expenses, cost and attorney's fees owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) calendar days of the submission of a written invoice to School by the Sponsor or an appropriate payment plan shall be negotiated.

Section 4.H.5: **English Language Learners (ELLs)**: Students enrolled at the School who are identified as English Language Learners (ELLs), will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL in the prescribed time frame per the State Department of Education rules and regulations provided by the school district in compliance with the *LULAC, et al. v. State Board of Education* Consent Decree. The School will meet all the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's current ELL plan, as approved by the State Board of Education, including the utilization of all forms and documents in both the Sponsor's current ELL plan, which may be amended from time to time, as well as any district department handbooks, manuals and guidelines used for the process of identifying and classifying ELL students and for the provision of implementation of ESOL services to meet the needs of English Language Learners (ELLs). The School shall be invited to attend the District's ESOL Contact Meetings. The Sponsor will monitor the School for ELL compliance with applicable federal, state and local policies and procedures.

Section 4.I: **Dismissal Policies and Procedures**: The School agrees to dismiss students as described in Sponsor's School Board Policy in effect at the time of this Charter by the parties, within this Charter or as subsequently amended, and in the appropriate Section of the School's Application **(Appendix 1)**. The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and will adopt and follow the Sponsor's Code of Student Conduct, as may be modified by the Sponsor from time to time, for the School's students of the same grades promulgated by Sponsor. Any policies developed by the School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Administration Rules, federal and state laws and regulations, and federal and state court decisions.

Section 4.I.1: **Expulsions:** The School's board of directors shall recommend expulsions to the Sponsor. However, the Sponsor has the ultimate authority in cases of student expulsion. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from the Sponsor's district, the School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned to an alternative school only through the process established by the Sponsor's Board Policy and will be expelled from the Sponsor's district only if approved by the Sponsor's School Board.

Section 4.I.1.a: **Liability** The School shall not be liable to the Sponsor for any damages, attorney's fees or costs relating to damages awarded due to actions of the Sponsor which are found to violate any federal and/or state laws related to any disciplinary or expulsion proceeding arising out of this Section that are the result of the Sponsor's actions. Further, the Sponsor shall be liable to the School to the extent permitted by law for such damages, attorney's fees or costs relating to damages awarded due to the Sponsor's actions which are found to violate federal and/or state laws related to any disciplinary or expulsion proceedings arising out of this Section that are the result of Sponsor's actions.

Section 4.I.2: **Manifestation Determination:** Students with disabilities shall be afforded a manifestation determination and will be disciplined, if required, in accordance with the requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act and the Sponsor's Exceptional Student Education Policies and Procedures (SP&P). If a student has been recommended for expulsion for commission of an expellable act as defined by the Sponsor's policy and the student is withdrawn from the School by a parent/guardian, the student may be denied enrollment in a district school by Sponsor or may be assigned to an appropriate expulsion abeyance program in accordance with Sponsor's policies. The School may not withdraw or transfer a student involuntarily unless the withdrawal or transfer is accomplished through established procedures mutually agreed upon in this Charter or through the Sponsor's applicable policies for student withdrawal.

Section 4.I.3: **Corporal Punishment**: The School agrees that it will not engage in the corporal punishment of its students.

Section 4.J: **Extracurricular Student Activities**: Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirements for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the Florida High School Athletic Association (FHSAA), unless such activity is provided at the School, so long as the School student meets the requirements of Section 1006.15, Florida Statutes. All such students will be assigned to a district school for extracurricular activities through the Sponsor's student assignment office. The Sponsor agrees to support the School in its efforts to recognize student accomplishments. Such support shall include, but not be limited to, district competitions, district recognition programs and district scholarship programs. If there are any costs not paid for or reimbursed by the State, then the School shall pay its pro rata share of the costs of such recognition programs.

Section 4.K: **Enrollment - Health, Safety & Welfare**: Enrollment at the School is subject to compliance with the provisions of Section 1002.33, Florida Statutes, concerning school entry health examinations and immunizations. The School agrees to comply with the Federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety and welfare of students.

Section 4.L: **Safety & Security Requirements:** The School and Sponsor shall comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, as well as any subsequent applicable safety and security legislation or relevant sections of the Florida Administrative Code. This compliance includes, but is not limited to, adherence to the specific statutory and regulatory requirements enumerated below and applicable to School.

Section 4.L.1: Section 1006.12, Florida Statutes, relating to safe-school officers;

Section 4.L.2: Section 1006.07, Florida Statutes, relating to threat management teams;

Section 4.L.3: Section 1006.07, Florida Statutes, relating to School Environmental Safety Incident Reporting;

Section 4.L.4: Section 1006.1493, Florida Statutes, relating to the Florida Safe Schools Assessment Tool;

Section 4.L.5: Section 1006.07, Florida Statutes, relating to adopting an active assailant response plan;

Section 4.L.6: Section 943.082, Florida Statutes, relating to the mobile suspicious activity reporting tool;

Section 4.L.7: Section 1012.584, Florida Statutes, relating to youth mental health awareness and assistance training;

Section 4.L.8: Section 1006.07, Florida Statutes, relating to completing school campus tours;

Section 4.L.9: Section 1006.07, Florida Statutes, relating to adoption of family reunification plans;

Section 4.L.10: Section 1006.07, Florida Statutes, relating to adoption and implementation of progressive discipline policy;

Section 4.L.11: Section 1006.07, Florida Statutes, relating to school safety requirements physical security measures;

Section 4.L.12: Section 1006.07, Florida Statutes, relating to emergency drills and emergency procedures;

Section 4.L.13: Section1006.07, Florida Statutes, relating to control of students;

Section 4.L.14: Section 1006.07, Florida Statutes, relating to Code of Student Conduct;

Section 4.L.15: Section 1012.32, Florida Statutes, relating to qualifications of personnel;

Section 4.L.16: Rule 6A-1.0017, F.A.C., relating to SESIR;

Section 4.L.17: Rule 6A-1.0018, F.A.C., relating to Safety & Security; and

Section 4.L.18: Rule 6A-1.0019, F.A.C., relating to Threat Management.

Section 4.M: **Safety & Security Reporting Requirements:** The School shall submit all required safety and security information through the Sponsor designated platform, portal, or other method as specified by the Sponsor. The School shall comply with all reasonable Sponsor established deadlines for the submission of safety and security trainings, reports or documentation. This would include any additional trainings, reports, or documentation deemed necessary by the Sponsor's School Safety Specialist. Such submissions must be made in a timely manner to allow for the Sponsor's review and, if necessary, corrective action, ensuring compliance with all applicable statutory and regulatory deadlines.

Section 4.N: **Subsequent Legislation:** Should any additional legislation affecting school safety or security and applicable to School be enacted during the term of this Agreement, the School shall promptly comply with all requirements for actions, reporting, and

documentation as set forth in such legislation. Compliance shall be in accordance with the procedures described in Section 4.M above.

Section 4.O: **Mental Health Plan:** The School will annually determine whether it will participate in the Sponsor's Mental Health Plan to receive the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the School's governing board, it must be provided to the Sponsor in the timeframe provided by the Sponsor.

ARTICLE 5: FINANCIAL ACCOUNTABILITY

Section 5.A: **Revenue - Basis for Student Funding**: The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage funds, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School, less the statutory administrative fee set forth in Section 1002.33(20), Florida Statutes. The School shall receive one hundred percent (100%) of the Merit Award Program funds awarded to the School pursuant to Section 1012.225, Florida Statutes.

Section 5.A.1: **Student Reporting**: The School agrees to report to the Sponsor its student enrollment as provided in Section 1011.62, Florida Statutes, and, in accordance with the definitions contained in Section 1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In addition, for each year of the term of this charter, the School will submit the projected full-time equivalent student membership of the School to the Sponsor by the date specified by the Sponsor. The Sponsor will also provide training for the School's personnel in the use of designated district applications necessary to respond to the legislative requirements of Section 1008.345, Florida Statutes, including the annual report and the state required assessment program.

Section 5.A.1.a: **Retention of Attendance Records:** The School will retain the records documenting students' attendance, absences, and tardiness as required by applicable laws. These documents may include, but not limited to, teachers' daily attendance records, the absentee record, documentation of any changes to the absentee record, absentee slips, and any electronic absentee records. These records should be retained in accordance with the retention schedule published by Florida Department of State, Division of Library and Information Services, "General Records Schedule GS7 For Public Schools, Pre-K-12 and Adult and Career Education".

Section 5.A.2: **Distribution of Funds Schedule**: The Sponsor shall disburse the funds specified in this Article to the School in a timely and efficient manner. Timely

distribution of funds to the School shall begin annually in July on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor shall pay the School one-twelfth of the available funds less administrative fee as defined in Section 1002.33(20)(a), Florida Statutes within ten (10) business days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) business days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) business day period until such time as the payment is made.

Section 5.A.2.a: **Disbursement - Start of New Charter School**
Pursuant to Section 1002.33(17), Florida Statutes: "For the first 2 years of a charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the district school board shall distribute funds to the school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year." In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor. The Sponsor will determine the School's actual state fundable FTE using FDOE FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis..

Section 5.A.3: **Adjustments**: Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual unweighted and weighted FTE students reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible, provided that the Sponsor, having received notice from the State of such inaccuracy, has sent notice to the School of the alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceeding to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to error, misreporting or substantial noncompliance by the charter school, the sponsor shall deduct the amount of such adjustment from the charter school's FTE funding until

the total amount of the FTE funding adjustment is recovered by the Sponsor. Such adjustment shall not exceed the fiscal year.

Section 5.A.4: **Millage Levy**: In accordance with the provisions of section 1002.33(9)(l), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues. However, nothing in this provision shall preclude a municipality from levying municipal taxes during a period in which the municipality is operating a charter school.

Section 5.A.5: **Holdback/Proration**: In the event of a state holdback or a proration which reduces funding, the School's funding will be reduced proportionately. In the event that the Sponsor's district exceeds the state cap for WFTE for any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the Sponsor's district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE and the School's funding will be reduced to reflect its proportionate share of any unfunded WFTE. In addition, should the Sponsor receive notice of an FTE funding adjustment which is attributable to error or substantial noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due the School, provided that the Sponsor, having received notice from the State of such inaccuracy, has sent notice to the School of the alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceeding to challenge or appeal such audit findings. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) calendar days from the date of notice of such assessment.

Section 5.A.5.a: **Payment Withholding**: Distributions of FTE funds may be withheld without penalty of interest, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) calendar days overdue:

i. the School's monthly or quarterly financial statements, or

ii. the School's annual financial audit.

The Sponsor shall release, in full, any funds withheld under this provision within 10 (ten) calendar days of receipt of the documents whose absence resulted in the withholding of funds.

Section 5.A.6: **Categorical Funding**: If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of the categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the evidence-based reading allocation, less the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the

Sponsor for any impermissible expenditure as established by State criteria, within thirty (30) calendar days of notice of such expenditure.

Section 5.A.7: **Federal Funding**: In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g., approved free-and-reduced price meal applications) from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

Section 5.A.7.a: **Title I**: In accordance with applicable law including, without limitation, Section 1002.33(17), Florida Statutes, and the provisions of 20 U.S.C. 8061 s. 10306, the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title 1 funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement core subjects for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing the Survey 3 conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) of the Title I funds budget must be spent in support of parental involvement activities. The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.7.b: **IDEA**: The IDEA portion of the IDEA appropriation will be provided to the School.

Section 5.A.8: **Federal or Other Grants**: The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the Schools competition for grants and other monetary awards, including but not limited to Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines. If the Sponsor develops a district-wide grant, the School may be included in the district proposal, if mutually agreed to by the School and the Sponsor. The Sponsor shall not agree to such participation unless the School specifically agrees to all terms, conditions, and requirements of the grant. If the School fails in any material respect to comply with said terms, conditions, and requirements, the School shall be solely responsible and liable for any consequences. When a charter school elects to participate in

a district-wide grant prepared by the Sponsor's staff or when grant proposals are developed by district staff using student or School counts that include the students of the School, dollars and/or services distributed via grant funds will be provided to charter schools in the same manner as traditional public schools.

Section 5.A.9: **Other Funding Sources**: The Charter School may secure funding from private foundations, corporations, businesses and/or individuals.

Section 5.A.10: **Charter School Capital Outlay Funds**: Section 1013.62, Florida Statutes, provides procedures and guidance for the distribution of capital outlay funds appropriated to Florida's public charter schools. Capital Outlay (CO) plans must be submitted to the Florida Department of Education (FDOE) in the format and manner prescribed by the FDOE. The Sponsor will review and verify the information reported (uploaded) to the FDOE. The FDOE determines approval of the School's Capital Outlay Plan. A copy of the previous year's annual audited financials must be submitted to the School's Sponsor as well as any other supporting documentation, such as a copy of the school's accreditation by a regional accrediting association in order to verify that the charter school qualifies for capital outlay funds. The Sponsor distributes capital outlay funds to the charter schools within ten (10) calendar days upon receipt from the Florida Comptroller's Office.

Section 5.A.10.a: In accordance with Section 1002.33(8)(d), Florida Statutes, when a charter is not renewed or is terminated, the charter school shall be dissolved under the provisions of law under which the school was organized, and any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the sponsor. Capital outlay funds provided pursuant to Section 1013.62, Florida Statutes, and federal charter school program grant funds that are unencumbered shall revert to the Department to be redistributed among eligible charter schools. In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the district school board's request, until any appeal status is resolved.

Section 5.A.10.b: In accordance with Section 1002.33(8)(e), Florida Statutes, if a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school. The district may not assume the debt from any contract made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the district and the governing body of the school and that may not reasonably be assumed to have been satisfied by the district.

Section 5.A.10.c: The School shall provide the Sponsor's Accounting Department with lists of any property and/or improvements purchased with CO funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO funds shall not be sold, transferred or

encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

Section 5.A.11: **Information:** The Sponsor shall be entitled to inspection of the School's financial and pupil records upon request and reasonable notice. The School agrees that it will submit in a timely manner to the Sponsor all information pertaining to the charter school that is necessary for Sponsor to comply with Section 1010.20, Florida Statutes.

Section 5.A.12: **General Fixed Assets and Tangible Personal Property:** The School shall comply with all the requirements set forth in Florida Statutes and in the Florida Commissioner of Education's publication entitled *Financial and Program Cost Accounting and Reporting for Florida Schools* pertaining to general fixed assets and tangible personal property.

Section 5.A.13: **Access to Inventory**: The School agrees to allow the Sponsor reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of assets, cost of asset, funding source and current location of item.

Section 5.B: **Sponsor Administrative Fee**: The administrative fee calculated by the Sponsor shall be as defined in Section 1002.33(20)(a), Florida Statutes, not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. The Sponsor shall not withhold an administrative fee from federal or state grants unless explicitly authorized by law. Funds from the reimbursement of any portion of the administrative fee to the school shall be used only for capital outlay purposes as specified in Section 1013.62(2), Florida Statutes. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by Florida law. The Sponsor shall provide those administrative and educational services specified in Section 1002.33(20)(a), Florida Statutes, to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration services, services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the school district at the request of the School; test administration services, including payment of the costs of state-required or district required student assessments; processing of teacher certificate data services, and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located as provided in Section 1002.33(20)(a), Florida Statutes, and any other services which may be included or excluded as the statute may be amended. Access by the School to other services not required in Section 1002.33(20)(a), Florida Statutes, but available through the Sponsor, may be negotiated separately by the parties. Services requiring separately negotiated contract with Sponsor are unique to each charter and must be negotiated between the School and the Sponsor. Charges for such services under those contracts will be assessed upon reasonable notice at the following rate:

> *Hourly rate + proportional benefits of the Sponsor's personnel performing the service, times the number of actual hours beyond services that are regularly regarded as district level administrative services.*

The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) business days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) business days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month calculated on a daily basis but in no event greater than interest rate permissible by state law on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 5.C: **Restriction on Charging Tuition**: In accordance with the provisions of Section 1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.

Section 5.D: **Allowable Student Fees**: The School further agrees that it shall not charge fees except for those fees normally charged by other public schools.

Section 5.E: **Annual Budget**: The School shall provide the Sponsor with annual preliminary and official budgets in the format prescribed by the Sponsor. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget.

Section 5.E.1: **Governing Board Approval Required**: Pursuant to Section 1002.33(9)(h), Florida Statutes, the School's governing board shall annually adopt and maintain an operating budget.

Section 5.E.2: **Date to Submit Budget to Sponsor**: During each year of this Charter, the tentative budget must be submitted to the School's governing board during the preceding school year. The official approved budget is to be submitted to the Sponsor by July 15 of the preceding school year.

Section 5.E.3: **Amended Budget**: In the event that the School's governing board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) calendar days of its approval by the School's Governing Board.

Section 5.F: **Financial Records, Reports and Monitoring**: The School shall utilize the standard state codification of accounts as contained in the most recent issue of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book) as a means of codifying all transactions pertaining to its operations.

Section 5.F.1: **Access to Financial Records:** Upon reasonable request, the School will provide access to inspect and copy any and all financial records and supporting documentation including, but not limited to, the following items: monthly financial reports, cash receipts journals, cash disbursement journals, bank reconciliations, payroll records, general ledger account summaries and adjusting journal entries.

Section 5.F.2: **Fiscal Monitoring**: The parties agree that the Sponsor, upon a ten (10) business day notice, may make reasonable requests and the School shall provide,

documents, including releases, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's governing board.

Section 5.G: **Maintenance of Funds**: Federal, state, and local funds shall be maintained by the School according to existing federal and state mandates and practices including, without limitation, any FEFP Guidelines pursuant to Section 1011.62, Florida Statutes. Separate funds and bank accounts shall be maintained where required for federal funds and state and local funds.

Section 5.H: **Monthly Financial Reports**: Pursuant to Section 1002.33, Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by Rule 6A-1.0081, Florida Administrative Code, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33, Florida Statutes, requires the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the FDOE publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book.) At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations. The reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The financial reports shall specifically include, but not be limited to, an accounting of all public funds received, and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and Florida Administrative Code Rule 69I-73.002, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

Section 5.H.1: assets, liabilities, and fund balances for each fund type;

Section 5.H.2: the budget as approved by the School's Governing Board;

Section 5.H.3: revenues and expenditures, year-to-date, vs. budget; and

Section 5.H.4: budget to actual report.

Section 5.I: **Monthly Financial Data**: The School shall implement monthly reconciliation procedures of all bank accounts. A copy of each entire bank statement, copy of cancelled checks, detailed general ledger cash accounts and supporting documentation shall be available to the Sponsor for audit review, upon request.

Section 5.I.1: **High Performing Schools:** The School shall provide a monthly financial statement to the Sponsor unless the School is designated as a high-performing charter

school pursuant to Section 1002.331, Florida Statutes, in which case the high-performing charter school may provide a quarterly financial statement.

Section 5.J: **Quarterly Financial Reports:** High-performing charter schools shall submit quarterly financial reports as provided by Florida law. For purposes of this section the quarterly reporting periods will be July/August/September; October/November/December; January/February/March; and April/May/June. The quarterly reports will be delivered to the Sponsor no later than the 25th day of the following month in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools"; or at the discretion of the School's governing board, the School may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to Section 1002.33(9)(g)1, Florida Statutes, using the format prescribed by the Sponsor.

Section 5.K: **Evidence of Start-Up Funding**: Except for instances in which an existing Charter is renewed, the School provide to the Sponsor evidence of sufficient funds for start-up costs no later than ninety (90) calendar days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

Section 5.L: **Property Inventories:** Pursuant to Rule 69I-73.002, Florida Administrative Code, the School will submit twice a year to the Sponsor a cumulative listing of all property valued over one thousand dollars ($1,000) purchased with public funds (i.e., FEFP, grant and any other public-generated funds) and private funds. The report should clearly indicate what items were purchased with public funds and which ones with private funds. Rule 69I-72, Florida Administrative Code, requires the custodian of public funds to ensure a complete physical inventory of all property. The School should maintain a subsidiary ledger of property purchased with public funds as outlined in Rule 69I-72.003, Florida Administrative Code, and have it available for review by the Sponsor. For the purpose of this section, the reporting periods will be December and June or upon written request of the sponsor.

Section 5.L1: The inventory report should follow the outline contained in Rule 69I-72.003, F.A.C., and must include, but not limited to:

(a) Identification number;

(b) Description of item or items;

(c) Physical location (the city, county, address or building name and room number therein);

(d) Name of custodian or custodian's delegate with assigned responsibility for the item;

(e) Class Code;

(f) In the case of a property group, the number and description of the component items comprising the group;

(g) Name, make or manufacturer, if applicable;

(h) Year and/or model(s), if applicable;

(i) Manufacturer's serial number(s), if any; and if an automobile, vehicle identification number (VIN) and title certificate number, if applicable;

(j) Date acquired; and

(k) Cost or value at the date of acquisition for the item or the identified component parts thereof.

Section 5.M: **Program Cost Report**: The School shall deliver to the Sponsor the School's Annual Program Cost Report for Charter Schools in the format as prescribed by the FDOE no later than August 1 of each year.

Section 5.N: **Annual Financial Audit**: At the School's sole expense, an annual audit of the School shall be conducted by a qualified, independent certified public accountant licensed to practice public accounting in the State of Florida and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes, and approved by the School's governing board, which approval shall not be unreasonably withheld, and shall be paid for by the School. The annual audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The annual audit shall be conducted in a manner similar to that required of the Sponsor's school district by Section 218.39, Florida Statutes, in compliance with federal, state and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered and shall be provided to the Sponsor by no later than September 30 of each year of the term of this Charter. The School's independently audited financial statements shall be included in this annual audit report. The annual audit reports shall be a complete presentation in accordance with generally accepted accounting principles including Management, Discussion and Analysis (MD&A). MD&A may be omitted from the audit with the consent of the Sponsor. The School shall ensure that the annual audit reports are in compliance with Chapters 10.800 and 10.850, Rules of the Auditor General, as applicable. The independent financial auditor shall report on the expenditure of the categorical funds. The School must comply with all provisions related to the submission of its audit report to the Auditor General including the response/rebuttal and corrective actions.

Section 5.N.1: **Annual Financial Audit: Distribution of Copies**: The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's governing board during an exit interview conducted within seven (7) business days of the conclusion of the audit or in such reasonable time. Within fourteen (14) business days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the FDOE. If the audited financial statements reflect a deficit

financial position, the auditor is required to notify the School's governing board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to Section 218.39(1) and (8), Florida Statutes. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 5.N.2: **Additional Audits Required by Sponsor**: The Sponsor reserves the right to perform additional audits at Sponsor's expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary and appropriate pursuant to Section 1002.33(5)(b), Florida Statutes. The Sponsor has the right to review upon request all documentation pertaining to children with disabilities at the School.

Section 5.N.3: **Audited Financial Statements**: During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's audited financial statements for the year ending June 30. The audited financial statements shall be prepared in the format required by Governmental Accounting Standards Board Statement No. 34 Basic Financial Statements and Management's Discussion & Analysis for State and Local Governments and presented in the Sponsor's Annual Comprehensive Financial Report (ACFR). The ACFR format should be provided no later than September 30 of each year. The annual audited financial reports shall include a complete set of financial statements, management's discussion & analysis, and notes thereto prepared in accordance with Generally Accepted Accounting Principles accepted in the United States of America and a management letter resulting from the financial statement audit. The audited financial statements and related management letter shall be provided no later than September 30 of each year. Municipal charters shall submit the annual audits no later than December 31 of each year.

Section 5.N.4: **Unaudited Financial Statements:** During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's unaudited financial statements for the year ending June 30. The unaudited financial statements will be presented in the Sponsor's Annual Comprehensive Financial Report (ACFR). The ACFR format should be provided by the Sponsor no later than June 1 of each year. The unaudited financial reports should be prepared in accordance with Generally Accepted Accounting Principles. The unaudited financial statements shall be provided to the Sponsor no later than August 1 of each year.

Section 5.O: **School's Fiscal Year**: The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

Section 5.P: **State of Financial Emergency:** Financial audits that reveal a state of financial emergency as defined in Section 218.503, Florida Statutes, and are conducted by a certified public accountant or auditor in accordance with Section 218.39, Florida Statutes, shall be provided to the Governing Body of the School within seven (7) business days after finding that a state of financial emergency exists. The School shall comply with the requirements of Section 218.501, Florida Statutes, regarding fiscal responsibility. The School's auditor shall report such findings in the form of an exit interview to the Chief Administrator/Principal of the School, and

the Chair of the Governing Board, the Sponsor's Office of the Chief Auditor, and the Sponsor's Charter Schools Management/Support Department within seven (7) business days after finding the state of financial emergency or deficit position, or as soon thereafter as a meeting shall be scheduled for such purpose. Pursuant to Section 218.503, Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) business days after the exit interview. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 5.P.1: **Financial Recovery Plans**: If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must comply with Florida Statutes and regulations governing Financial Recovery Plans, as amended from time to time and will submit a detailed Financial Recovery Plan with the Sponsor within thirty (30) days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the FDOE and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's governing board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Pursuant to Section 1002.33(8)(a), Florida Statutes, the Sponsor may choose to non-renew or terminate this Charter Failure to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to Section 1002.345, Florida Statutes.

Section 5.Q: **Deteriorating Financial Condition**: In the event the School is identified as having a deteriorating financial condition as defined by Section 1002.345, Florida Statutes, and the rules adopted by the State Board of Education, the Sponsor shall conduct an expedited review of the School. The School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with Section 1002.345, Florida Statutes.

Section 5.Q.1: **Corrective Action Plans**: The School's governing body of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan (CAP). The School and Sponsor shall work collaboratively to develop a CAP in accordance with Section 1002.345, Florida Statutes, and

Section 6A-1.0081, Florida Administrative Code. If the School and Sponsor cannot agree on a CAP, then each will submit their own proposed CAP to the Commissioner of Education. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year.

Section 5.R: **Financial Management of School**: The School shall conduct fiscal management of its operations in accordance with the School's governing laws and rules, the provisions of this Charter, and all applicable federal, state and local policies.

Section 5.S: **Description of Internal Audit Procedures**: The School shall implement the internal audit procedures described in the School's governing laws and rules, the provisions of this Charter, and all applicable Sections of the School's approved Application **(Appendix 1).**

Section 5.T: **Other Government Reports**: The School shall provide the Sponsor with copies of all reports required to be filed with the Government of the United States and the State of Florida no later than one month after the due dates for such reports. Such reports shall include, but are not limited to, all payroll tax returns, and any required filing related to the School's nonprofit status.

ARTICLE 6: FACILITIES

Section 6.A: **Facility Notification and Inspection**: The School shall comply with the provisions of this section governing facility notification and inspection.

Section 6.A.1: **Facility Location**: The School is located at 6565 Taft Street, Hollywood, Florida 33024.

Section 6.A.2: **District Inspection of Facility**: The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. Upon reasonable notice, the Sponsor shall conduct periodic site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include, without limitation: Broward County Health Department to do inspections of the kitchens and related spaces; the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections at least ten (10) business days prior to the first day of each year of operation. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 6.B: **Compliance with Building and Zoning Requirements**: The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other

approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

Section 6.B.1: **Florida Building Code**: The School agrees to use facilities that comply with the Florida Building Code, as it pertains to charter schools, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, as each are applicable to charter schools, except for the requirements of the State Requirements for Educational Facilities (SREF).

Section 6.B.2: **Florida Fire Prevention Code**: The School agrees to use facilities that comply with the state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located, including reference documents, applicable state and federal laws and rules.

Section 6.B.3: **Capacity of Facility**: At no time will the enrollment exceed the number of students approved in this Charter, the School's Application **(Appendix 1)** or permitted by zoning capacity and all applicable laws and regulations. The School shall not be entitled to monthly payments for students in excess of the School's valid facility capacity as determined by the School's Certificate of Occupancy, Certificate of Use or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid until such defect has been cured. In the event that the required county and/or municipality facility permits do not indicate a facility's capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

Section 6.C: **Location**: The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessor) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease before the initial opening day of class. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Section 196.1983, Florida Statutes, regarding charter school exemption from ad valorem taxes. Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with Section 286.23, Florida Statutes.

Section 6.C.1: **Temporary Facility**: The School may only use a temporary facility when the facilities approved within this agreement are temporarily not suitable for student use under all applicable laws, ordinances, and codes of federal, state, and local governance. Approved use of a temporary facility for a period of more than sixty (60) calendar days will require the amendment of this Charter by the parties.

Section 6.C.2: **Relocation**: The School shall notify the Sponsor in writing no less than ninety (90) days prior to any relocation. Any such relocation must be mutually agreed upon by both parties through the amendment of this Charter.

Section 6.C.3: **Additional Campuses**: Any proposed change in location or an additional location must be requested in writing to the Sponsor and approved through an amendment to the Charter Agreement. Any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval of the requested amendment shall not be unreasonably withheld. The School shall not change locations without prior amendment of the Charter Agreement.

Section 6.C.4: **Shared Use of a Facility with Other Entities**: The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. The School shall disclose the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

Section 6.C.4.a: **Entity Disclosure:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes. The School's enrollment, when combined with the enrollment of other co-located school(s), may not exceed the building capacity established by the applicable certificate of occupancy. If the combined enrollment of the co-located schools should exceed the building capacity established by the applicable certificate of occupancy, Sponsor may terminate the charter school agreement of each of the co-located schools for good cause.

Section 6.D: **Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or About the Facility**: The School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

Section 6.E: **Additions, Changes & Renovations:** The School must provide notice to the Sponsor of any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and [if applicable] written approval obtained from the Broward County Traffic Engineering Department as to traffic control and pedestrian travel associated with said facilities. A "material addition, change or renovation" is defined as any improvement to real property that alters the square footage of the educational facility.

Section 6.F: **Disaster Preparedness Plan**: The School shall adopt the Sponsor's Disaster Preparedness Plan or submit the School's plan to the Sponsor for approval.

ARTICLE 7: TRANSPORTATION

Section 7.A: **Provision of Transportation by the School**: Transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E., of Chapter 1006, and Section 1012.45, Florida Statutes. The governing body of the charter school may provide transportation through an agreement or contract with the district school board, a private provider, or parents. The charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the School. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School if required by the student's IEP. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

Section 7.B: **Cooperation between Sponsor and School**: The School agrees that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the School as determined by the School's transportation plan. The School may contract with the Sponsor for student transportation services or with a private provider of transportation services or with parents as provided in Section 1002.33(20)(c), Florida Statutes. If the School contracts with a private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.

Section 7.C: **Reasonable Distance**: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance. The term "reasonable distance" shall mean more than 2 and less than 4 miles.

Section 7.D: **Transportation Safety Compliance**: The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial driver's licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor's Charter Schools Management/Support Department, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.

Section 7.E: **Failure to Comply:** Failure to materially comply with any local, state or federal rule or regulation concerning school transportation after notice and reasonable opportunity to cure, may constitute good cause for termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the

Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Upon receipt of notice from the State of such inaccuracy, the Sponsor shall promptly send notice to the School of alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Such adjustments shall not exceed the fiscal year.

ARTICLE 8: INSURANCE & INDEMNIFICATION

Section 8.A: **Indemnification of Sponsor by School**: Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.A.1: the negligence, intentional wrongful act, misconduct or culpability of the School or of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.A.2: the School's material breach of this Charter or applicable federal or state law;

Section 8.A.3: any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

Section 8.A.4: any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;

Section 8.A.5: the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;

Section 8.A.6: any professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or by the School's governing board;

Section 8.A.7: any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School; or

Section 8.A.8: any penalties incurred by the Sponsor as a result of the School's noncompliance with Article 7 or reimbursements to the State arising as a result of any errors or omissions in data relevant to FTE funding for which the School is responsible;

Section 8.A.9: However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

Section 8.B: **Defense of Claims against the Sponsor**: The School agrees to defend any and all such action using competent counsel, selected by the School, subject to Sponsor's approval, which shall not be unreasonably withheld.

Section 8.C: **Indemnity for Professional Liability**: The School's duty to indemnify the Sponsor for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, non-renewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

Section 8.D: **Indemnity for Certain Specified Claims**: The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the state's public records or open meetings laws.

Section 8.E: **Indemnification of School by Sponsor**: Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the Sponsor agrees to indemnify, defend and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.E.1: the negligence, intentional wrongful act, misconduct or culpability of the Sponsor or of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.E.2: the Sponsor's material breach of this Charter or applicable federal or state law;

Section 8.E.3: any failure by the Sponsor to pay its suppliers or any subcontractors;

Section 8.E.4: the failure of the Sponsor's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, the School's governing board members, officers, employees, subcontractors or others acting on the School's behalf; or

Section 8.E.5: any professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or School Board Members.

Section 8.F: **Defense of Claims against the School**: The Sponsor agrees to defend any and all such action using competent counsel, selected by the Sponsor, subject to School's approval, which shall not be unreasonably withheld.

Section 8.G: **Notice of Claims**: The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter (a Third Party Claim) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third-Party Claim.

Section 8.H: **Sovereign Immunity**: Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes. Nothing herein shall be deemed to be a waiver of rights or limits to liability existing under Section 768.28, Florida Statutes.

Section 8.I: **Acceptable Insurers**: Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:

Section 8.I.1: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in Section 163.01, Florida Statutes. In addition, the insurer, or in the case of an authorized insurance trust, the re-insurer, must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of

Best's Key Rating Guide, published by A.M. Best Company, within the last thirty (30) calendar days of certificate issuance; and

Section 8.I.2: If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) calendar days of cancellation or lapse of coverage.

Section 8.J: **Commercial and General Liability Insurance**: The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

Section 8.J.1: **Liabilities Covered:** The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

Section 8.J.2: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) annual aggregate.

Section 8.J.3: **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention unless the School is governed by a municipality. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention of One Thousand Dollars ($1,000) per occurrence. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions. The municipality governing this school will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations.

Section 8.J.4: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.

Section 8.J.5: **Additional Insureds:** The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insureds" on the required Liability Insurance. The coverage afforded for such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insureds using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form

CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as Additional Insureds (ISO Form CG 20 10)".

Section 8.K: **Automobile Liability Insurance**: The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

Section 8.K.1: **Liabilities covered:** The School's insurance shall cover the School for Automobile Liability which would be no less restrictive than the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 001), which includes coverage for Contractual Liability, as filed for Sponsor in the State of Florida by the Insurance Services Office. Coverage shall be included on all Owned, Non-Owned and Hired automobiles, buses and other vehicles used in connection with this Charter. In the event the School does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the School indicating the following:

> *The School does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, the School agrees to provide proof of "Owned Auto" coverage effective date of acquisition.*

If School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/Self-Insured Retentions. The municipality governing the School will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations.

Section 8.K.2: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.

Section 8.K.3: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million Dollars ($1,000,000) per occurrence, and if subject to an annual aggregate, Three Million Dollars ($3,000,000) annual aggregate.

Section 8.K.4: **Coverage Form:** Such coverage shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01.

Section 8.L: **Workers Compensation/Employer's Liability**: The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation and Employer's Liability Insurance which shall conform to the following requirements:

Section 8.L.1: **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.

Section 8.L.2: **Minimum Limits:** Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars ($1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars ($2,000,000) annual aggregate. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/Self-Insured Retentions. The municipality governing this school will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.

Section 8.M: **School Leader's Errors and Omissions Insurance**: Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

Section 8.M.1: **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance maintained by the School shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance for claims arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.

Section 8.M.2: **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed Twenty-Five Thousand Dollars ($25,000) per claim and the School shall be held responsible for any loss payments within the deductible. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars ($1,000,000) per claim/annual aggregate.

Section 8.M.3: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on a claims-made basis, the School shall maintain,

without interruption, the Errors and Omissions Insurance until four (4) years after termination or non-renewal of this Contract.

Section 8.N: **Employees Dishonesty/Crime Insurance or Fidelity Bond:** The School shall purchase Employees Dishonesty /Crime Insurance for all governing board members and employees including Faithful Performance coverage for the School's administrators/principal and governing board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars ($1,000,000) per occurrence/claim. In lieu of Employee Dishonesty /Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

Section 8.O: **Property Insurance**: The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five percent (5%) of the Total Insured Value (TIV). If the School is governed by a municipality, the Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR.

Section 8.P: **Applicable to Other Coverages**: The following provisions are applicable to all insurance coverages required under this Charter:

Section 8.P.1: **Other Coverages:** The insurance required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Sponsor and indicated on such Certificate of Insurance. Any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

Section 8.P.2: **Deductibles/Retention:** Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this charter school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.P.3: **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

Section 8.P.4: **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors. However, the Sponsor will rely on the School to monitor and notify its subcontractors and their sub-subcontractors to confirm coverage is in force for the duration of the subcontractor/sub-subcontractor contract and have certificates of insurance on file to provide historical documentation should a claim occur that has not yet been reported to the School.

Section 8.P.5: **Provision for Cure**: The School shall cure any non-compliance with this Article 8 of the Charter within ninety (90) business days of the School's receipt from the Sponsor of written notice of the non-compliance.

Section 8.P.6: **Default upon Non-Compliance**: The School shall be in default of this Charter should it fail to procure, maintain and keep in effect the insurance coverages required by this Charter. Lapse of insurance coverage as described in this Charter will be considered good cause for recommendation of termination of this Charter.

Section 8.P.7: **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

Section 8.P.8: **Combined Services Coverage**: Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.

Section 8.P.9: **Default upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

Section 8.P.10: **Changes in Insurance Coverage**: The School must notify Sponsor of any contemplated material changes in insurance coverage.

Section 8.Q: **Evidence of Insurance**: Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

Section 8.Q.1: **Time to Submit:** The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverages. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated. Evidence of insurance shall be provided by the School to the Sponsor before the initial opening day of classes. The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks prior to the initial opening

day of classes for each school year. The certificates shall name the Sponsor as an Additional Insured if required by specific provisions of this contract addressing that form of insurance.

Section 8.Q.2: **Notice of Cancellation:** Each certificate of insurance shall contain a provision for written notification to the Sponsor in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available provide a minimum of thirty (30) day notice of material changes or cancellation to Sponsor.

Section 8.Q.3: **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) business days before the expiration or termination of the required insurance for which evidence was provided.

Section 8.Q.4: **Pre-Charter Submission of Evidence**: Notwithstanding any other provision contained herein, the School may submit evidence of insurance prior to approval of this charter substantially similar to the insurance provisions set forth in this section and subject to Sponsor's approval.

ARTICLE 9: GOVERNANCE

Section 9.A: **Public or Private Employer**: Pursuant to Section 1002.33(12)(i), Florida Statutes, the School is operating as a private employer. The employees have contracted their services directly to the School or its governing body and as such, are not public employees.

Section 9.B: **Governing Board Responsibilities**: The School's governing body shall be made up of its governing board. The governing board of the School shall be responsible for all fiduciary, legal and regulatory compliance issues and shall perform all duties set forth in the School's Approved Application **(Appendix 1)** and the following duties and responsibilities:

Section 9.B.1: annually adopt and maintain an operating budget and submit its approved budget to the Sponsor by July 1 of each year along with a copy of the minutes of the meeting showing approval of the budget by the governing board;

Section 9.B.2: retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the governing board;

Section 9.B.3: review and approve the audit report, including audit findings and recommendations for the financial recovery plan;

Section 9.B.4: monitor a financial recovery plan in order to ensure compliance, if applicable;

Section 9.B.5: establish, define, refine and oversee the School's educational philosophy, operational policies and procedures, academic accountability procedures, and financial

accountability procedures and ensure that the School's student performance standards are met or exceeded;

Section 9.B.6: exercise continuing oversight of the School's operations;

Section 9.B.7: report its progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports, in accordance with Section 1002.33(9)(k), Florida Statutes;

Section 9.B.8: participate in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility;

Section 9.B.9: make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)(18), Florida Statutes;

Section 9.B.10: adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)(3), Florida Statutes;

Section 9.B.11: make all required financial disclosure if the School is operated by a municipal corporation or other public entity under Section 112.3144, Florida Statutes;

Section 9.B.12: comply with the standards of conduct set out in Sections 112.313(2), (3), (7), and (12), and 112.3143(3), Florida Statutes;

Section 9.B.13: avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;

Section 9.B.14: demonstrate financial competence and adequate professional experience;

Section 9.B.15: recommend student expulsions to the Sponsor;

Section 9.B.16: determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School;

Section 9.B.17: be held accountable to the School's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida's charter school laws;

Section 9.B.18: be responsible for the over-all policy decision making of the School, in consultations with the School's staff, including the approval of the curriculum and the annual budget;

Section 9.B.19: serve as the fiscal agent for the School and be involved from the School's inception in all policy matters pursuant to the provisions of the corporation's bylaws; and

Section 9.B.20: comply with Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements; and

Section 9.B.21: appoint a representative (liaison), as required by statute, to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Liaison information shall be kept current at all times, and necessary changes shall be reported to the Sponsor immediately.

Section 9.C: **Public Records**: The School will comply with Section 1002.33(16)(b)2, Florida Statutes, relating to public records. The public shall be provided reasonable access to the School's records in accordance with the provisions of this Charter and Chapter 119, Florida Statutes.

Section 9.D: **Reasonable Access to Records by Sponsor**: The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

Section 9.E: **The Sunshine Law**: To ensure that parents/guardians have access to the governance of the School, meetings of the School's governing board will be open to the public in accordance with Section 286.011, Florida Statutes, unless confidentiality is required by law. The School's governing board will provide reasonable public notice of the date, time, and place of its meetings and will maintain at the School's site detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. The School's governing board will publish a calendar on its website that contains a schedule of all governing board meetings for the school year, including the date and time of the meetings and the locations. The School agrees to hold meetings of its governing board within Broward County, Florida at least once a semester during the school year. The School shall provide the parents in writing, the process for placing an item on the agenda for the meetings of the School's governing board. A signed copy of the minutes will be on file at the School's site for review and a copy will be forwarded to the Sponsor.

Section 9.F: **Charter School's Website:** The School shall maintain a website that enables the public to access information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporation associated with the school, the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to Section 1008.34, Florida Statutes; and on a quarterly basis, the minutes of governing board meetings. Governing board meetings must be noticed, open and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations.

Section 9.G: **Identification of Governing Board Members**: The selection of the School's governing board members and officers shall be as set forth in the School's approved Application **(Appendix 1)** or in School's by-laws if such are adopted subsequent to the submission of **Appendix 1**. The School's governing board will include local representatives, which may include parents/guardians and professionals qualified to support the educational and moral development of the School's students. No employee of the School, employee of one of the School's Education Services Provider (ESP) companies, or family member of an employee of one of the School's ESP companies may serve as a member of the School's governing board. The School's governing board cannot delegate its responsibility to the Sponsor to any other agency, ESP company or other contracted service provider. The School shall provide the parents in writing the names of the members of the School's governing board and a means by which they may be contacted.

Section 9.H: **Changes in Governing Board**: The names of the School's governing board members and the School's Chief Administrator/Principal must be current at all times and the Sponsor shall be notified within five (5) business days of any changes. The procedures for the replacement of the School's governing board members shall be set forth in the governing board's Bylaws. Members of the School's organizing group not serving on the School's governing board are not allowed to vote for governing board members or approve changes to the School's Articles or Bylaws. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator**: Members of the governing board, shall be fingerprinted pursuant to Section 1002.33(12)(g), Florida Statutes, at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of fingerprints are the sole responsibility of the School. The School agrees that new governing board members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential governing board members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint governing board members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person to serve on its governing board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

Section 9.J: **Non-Profit Organization**: As stated in the School's Application **(Appendix 1)** and as required by Section 1002.33(12)(i), Florida Statutes, the School has been organized as a Florida non-profit organization and shall maintain status as a Section 501(c)3 status under the Internal Revenue Code. Voting shall control the non-profit organization, and only the School's governing board shall vote. The School shall at all times operate as a non-

profit corporation and shall annually provide proof to the Sponsor of the School's status as a non-profit organization. Such status shall not be permitted to lapse, be revoked or terminate. Failure to comply with this section will constitute a material violation of the Charter and good cause for its termination by the Sponsor.

Section 9.K: **Compliance with Applicable Ethical Requirements**: To the extent applicable, the officers and directors of the School will comply with Part III, Section 112, Florida Statutes (the Code of Ethics for Public Officers and Employees). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors. Members of the School's governing board cannot be employees of the School. Members of the School's governing board shall not receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. A violation of this provision shall constitute a material breach of the Charter. All members of the School's governing board shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, Florida Statutes, and other applicable portion of the Code of Ethics for Public Officers and Employees. The School's governing board chair shall annually provide to the District a statement confirming that:

Section 9.K.1: No member of the School's governing board, acting in his/her private capacity, has sold services directly or indirectly to the School;

Section 9.K.2: No spouse, parent, child, stepchild, sibling, or employee of any Board Member serves as a member of the School's governing board;

Section 9.K.3: No member of the School's governing board is an employee of the School or of the ESP company operating the School; and

Section 9.K.4: No member of the School's governing board has received compensation, directly or indirectly from the School's operations; and

Section 9.K.5: A violation of any of the foregoing provisions shall constitute a material breach of this Charter and good cause for its termination.

Section 9.L: **Bonding of School Personnel**: The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds shall run to the School, the not-for-profit organization, and the Sponsor and shall be on file for inspection at all times.

Section 9.M: **School's Chief Administrator/Principal**: The duties of the School Chief Administrator/Principal shall be as set forth in the School's approved Application **(Appendix 1.)** The teachers, support, and contractual staff of the School will be directly supervised by the Principal or other on-site administrator.

Section 9.N: **Notification of Proper Authorities**: If after adopting the budget, a Member of the Governing Board in his/her obligated diligence believes that any other member of the Governing Board or any vendor, vendor's employee, ESP company, or ESP company agent or employee is directly responsible or wrongfully advises the members of the

Governing Board to make an illegal expenditure of state monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, unless such expenditure is otherwise approved by the Governing Board or said budget is amended, that Governing Board Member should immediately notify the Sponsor, the FDOE, and if deemed proper, the Attorney General, or any other proper authority.

Section 9.O: **Volunteer Advisory Committee**: The School shall have a Charter School Advisory Committee whose selection and duties shall be as set forth in the School's approved Application **(Appendix 1)**.

ARTICLE 10: EDUCATION SERVICES PROVIDERS

Section 10.A: **Education Services Provider Agreement**: An Educational Services Provider (ESP) is an individual or organization that provides services to a charter school. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. Where the School changes ESP's, School will submit written documentation demonstrating due diligence in the selection process of any ESP and must maintain a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall specify reasonable and feasible terms that allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. Any default or breach of the terms of this Charter by the ESP company, after notice and reasonable opportunity to cure, shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

Section 10.B: **ESP Company Added After Charter**: If the School desires to contract with an ESP company subsequent to the execution of this Charter, the proposed contract between the ESP company and the School shall be submitted to the Sponsor and any finalized ESP contract shall be provided by the School to the Sponsor.

Section 10.C: **Amendments**: All amendments to the contract between an ESP company and the School shall be submitted to the Sponsor. A copy of any amended ESP services agreement shall be provided to the Sponsor.

Section 10.D: **ESP Contract Amendments that Result in Material Change to Charter**: Any proposed amendment within an ESP contract that would necessitate a material change to this Charter shall require a prior modification of this Charter.

Section 10.E: **Change of ESP Provider**: Unless exigent circumstances exist, the School shall give the Sponsor notice prior to the termination of any ESP contract. In the event of an immediate termination of an ESP contract, the School will provide immediate notice to Sponsor of its decision.

ARTICLE 11: HUMAN RESOURCES

Section 11.A: **Hiring Practices**: The Parties to this Charter agree that the School shall select its own employees. The School agrees to implement the practices and procedures for hiring and dismissal, policies governing salaries, contracts, and benefit packages, and targeted staff size, staffing plan, and projected student-teacher ratio as described in the School's Application **(Appendix 1)**. The School must use thorough, consistent, and even-handed termination procedures. The School's governing board will determine salaries, benefits, and Position/Title classification, provided that the School's governing board may establish any additional positions it deems necessary.

Section 11.A.1: **Eligibility of Instructional Staff:** The School agrees to verify that applicants for instructional positions which require certification either hold or are eligible for an educational certificate prior to an offer of hire. The School shall not employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School shall require that teachers maintain their certificate current at all times.

Section 11.B: **Reporting Staffing Changes**: The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days of any new hires, leaves of absence, transfers and terminations. The School shall ensure that student information system data is updated upon the termination or hire of instructional staff and/or therapy service providers. The School shall also ensure course assignment changes are reflected as current in student information system for all instructional staff. Teaching assignments for all instructional staff, including new hires, must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

Section 11.B.1: **Reporting School Administrator/Principal Changes:** The name of the School Administrator/Principal must be current at all times. The Sponsor shall be notified immediately of any changes.

Section 11.C: **Non-Discriminatory Employment Practices**: The School shall be responsible for promoting diversity in its staff and agrees that its employment practices shall be nonsectarian and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act).

Section 11.D: **Teacher Certification and Highly Qualified**: All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff, as required. In compliance with those requirements, the School's teachers shall be certified and teaching infield (or have the appropriate out of field waivers) and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with ESSA requirements, all teachers in core academic areas must be certified/qualified based on Florida Statutes and highly qualified as redefined by ESSA. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) calendar days of employment.

Section 11.D.1: **Remedy for Not Meeting Highly Qualified**: If the School fails to meet applicable requirements to employ certified and highly qualified staff, the School shall be responsible for reimbursement of any funding lost or other costs attributable as a result of the School's non-compliance.

Section 11.D.2: **Teachers Assigned to Teach Out-of-Field:** Per Section 1012.42, Florida Statutes, the School shall notify parents of all students in the classroom of any teacher assigned a course or student population for which the teacher is not appropriately certified. The School shall also obtain Governing Board approval for all teachers assigned to teach out-of-field and must ensure the appropriate out-of-field training is completed each school year per Rule 6A-1.0503, Florida Administrative Code.

Section 11.D.3: **Teachers Assigned to Teach Blended-Learning Programs**: Instructional personnel teaching blended learning program may be employees of the charter school or may be contracted to provide instructional services. At a minimum, the instructional personnel must hold state certification as required by Section 1012.55, Florida Statutes.

Section 11.E: **Fingerprinting and Background Screening**: The School shall, at the School's expense, require all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school shall also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. The School agrees that new applicants shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential employees of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral

character. The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude. All fees associated with the retention of fingerprints are the sole responsibility of the School.

Section 11.E.1: **Self-Reporting:** The School shall require all employees and Board Members to self-report within forty-eight (48) hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

Section 11.E.2: **Background Screening for School Volunteers:** The School shall implement policies and procedures for background screening of volunteers and mentors.

Section 11.F: **Employment Practices**: The School's employment practices shall be in compliance with its Application **(Appendix 1)** and the requirements specified in sections 11.G through 11.S inclusive.

Section 11.G: **Suspended or Revoked Certification or Licensure**: The School agrees not to knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

Section 11.H: **Resignation in Lieu of Disciplinary Action**: The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

Section 11.I: **Codes and Principles of Conduct**: The School agrees that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

Section 11.J: **Employee Handbook**: The School will adopt an employee handbook and provide a copy of the same (and any amendments thereto) to the Sponsor.

Section 11.K: **Collective Bargaining**: Pursuant to Section 1002.33(12)(b), Florida Statutes, the School's employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the School.

Section 11.L: **Professional Group:** The School's instructional personnel may choose to be part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the School's instructional personnel would not be public employees.

Section 11.M: **Payroll Services**: The School will provide payroll services for all of its employees.

Section 11.N: **Annual Employee Evaluations**: Each of the School's employees will be evaluated annually. Instructional and administrative staff will be evaluated based on the requirements outlined in Section 1012.34, Florida Statutes.

Section 11.O: **Personnel Records**: The School shall maintain personnel files for all persons employed by the School. Such files shall be maintained by the School at a readily accessible location in Broward County, Florida and shall be open to public inspection as provided by law. The School agrees to provide the Sponsor the names of all applicants for employment if requested.

Section 11.P: **Statutory Prohibitions and Restriction on Employment of Relatives**: The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in an exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:

Section 11.P.1: "**Charter school personnel**" means a charter school president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

Section 11.P.2: "**Relative**" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Section 11.R: **Training of Employees**: The School's teachers may participate in professional development opportunities conducted by the Sponsor and the Sponsor's teachers may participate in professional development opportunities conducted by the School.

Section 11.R.1: **Participation and Cost for Training Activities**: Training activities shall be made available by the Sponsor, to School's employees, on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees. Training activities shall be made available by the School to Sponsor's employees on a space available basis and, except in instances of federally funded training, the Sponsor shall pay all of the additional costs associated with the participation of the Sponsor's employees in such training activities at the same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

Section 11.R.2: **Participation in Federally Funded Training**: Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees. Training activities that are federally funded that are provided by the School shall be made available to Sponsor's employees on a space available basis without any charge to the Sponsor other than any charges that are also incurred by the School for the participation of the School's employees.

Section 11.S: **Contracts, Compensation and Salary Schedules:** The School shall comply with Sections 1012.22(1)(c), 1012.335, and 1012.34, Florida Statutes, relating to employee contracts, compensation and salary schedules, workforce reductions and performance evaluations. The School shall not enter into a contact with an employee that exceeds the term of this contact or include payment acceleration clauses based upon notification of non-renewal or termination.

ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS

Section 12.A: **Required Reports and Documents**: The School will provide all documents required of it pursuant to the approved Application **(Appendix 1)**, this Charter, or the School's governing laws and rules on the date(s) that the reports and documents are due to the sponsor.

Section 12.B **Affidavit Regarding the Use of Coercion for Labor and Services:** Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

Section 12.C **Foreign Country of Concern Attestation Form:** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

Section 12.D **Incorporation by Reference:** **Appendix 1** and **Exhibits A** and **B** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 13: SCHOOL FOOD SERVICE

Section 13.A: **School Food Services; Extended Day Programs**: The provision of student food service at the charter school is the responsibility of the School and shall be provided according to applicable district, state and federal rules and regulations. The School shall make breakfast and lunch available to all students. Cafeteria services and extended day programs provided by the School shall be self-supporting. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. If applicable, the School shall distribute Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to students and shall certify student eligibility for such programs using required federal rules and procedures.

Section 13.B: **Applicable Regulations**: The School shall comply with all USDA and FDOE regulations that are applicable to its child nutrition program.

ARTICLE 14: MISCELLANEOUS PROVISIONS

Section 14.A: **Impossibility**: Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, pandemic, epidemic, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

Section 14.B: **Drug-Free Workplace**: The School is a Drug-Free Workplace. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Workplace policy and any amendments thereto.

Section 14.C: **Entire Agreement**: This Charter and the appendices hereto shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Charter School Agreement shall require approval of both parties.

Section 14.D: **No Assignment without Consent**: This Charter shall not be assigned by either Party without the prior written consent of the other party, provided that the School may enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative without the consent of the Sponsor.

Section 14.E: **No Waiver**: No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

Section 14.F: **Default**: Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, in accordance with Section 2.D.3. of this Agreement, notice of a default of a material provision of this Charter will be furnished to the defaulting party by the non-defaulting party. Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, in accordance with Section 2.D.3. of this Agreement, or when a shorter period of time to effect compliance is required by applicable law or rules, the defaulting party will be permitted thirty (30) calendar days to remedy the identified default provided that if the identified default cannot be reasonably cured within such 30-day period, the cure period shall be reasonably extended as long as the defaulting party has commenced to cure the identified default. The cure period shall not exceed ninety (90) calendar days.

Section 14.G: **Survival Including Post-Termination of Charter**: All representations and warranties made herein, indemnification obligations, obligations to reimburse the Sponsor, obligations to maintain and allow inspection and audit of records and property, reporting requirements and obligations to return public funds or property purchased with public funds shall survive the termination of this Charter.

Section 14.H: **Severability**: If any provision or any section of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Charter and all such remaining provisions shall continue in full force and effect, notwithstanding.

Section 14.I: **Third-Party Beneficiary**: This Charter is not intended to create any rights of a third-party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student enrolled at the School.

Section 14.J: **Choice of Laws and Venue**: This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Broward County, Florida. The parties mutually agree that the language and all parts of

this Charter shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. This Charter shall be interpreted and construed according to the laws of the State of Florida. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the FDOE or any other agencies regulating the School.

Section 14.K: **Notice Provision**: All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check or wire transfer, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the address set forth below:

THE SPONSOR:	Superintendent of Schools The School Board of Broward County, Florida Kathleen C. Wright Administrative Building 600 Southeast Third Avenue - 10th Floor Fort Lauderdale, Florida 33301
WITH COPY TO:	Office of the General Counsel Kathleen C. Wright Administrative Building 600 Southeast Third Avenue - 11th Floor Fort Lauderdale, Florida 33301
THE SCHOOL:	Sunshine Charter Academy Of Broward, Inc. Carmen Joy Gugliuzza, Chairperson 1117 Banks Road Margate, Florida 33063
WITH COPY TO:	Jeffrey S. Wood, Esq. Tripp Scott, P.A. 110 SE Sixth St., Suite 1500 Fort Lauderdale, Florida 33301

By giving the other party at least fifteen (15) calendar days written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

Section 14.K.1: **Routine Communication:** For the purposes of day-to-day communication pertaining to the operations of the School, the Sponsor and School shall communicate via general electronic mail, (email), school specific email, verbal communication,

US Postal service or via uploads of required documentation and comments on Anvilar or other like electronic document management system.

Section 14.L: **Authority**: Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party for whom he or she signs and to bind and obligate such party with respect to all provisions contained in this Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

Section 14.M: **Conflict**: In the event of any conflict between the provisions of this Charter and any Appendix, this Charter shall prevail. Further, in any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

Section 14.N: **Dispute Resolution**: Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

Section 14.N.1: The following dispute resolution process, not otherwise pre-empted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute.

Section 14.N.2: Notwithstanding this provision, either party may seek any and all legal remedies available to it including, without limitation, mediation through the FDOE or those additional remedies set forth in Section 1002.33(6)(i), Florida Statutes.

Section 14.N.3: The dispute resolution procedure is as follows:

STEP 1: As a first step, informal discussion occurs between representatives of the School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step One, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the Sponsor or the School outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: Meeting between the governing board of the School and the Sponsor's staff or representative to discuss the issue(s) and attempt resolution of same and propose

modifications or amendments to the terms and conditions of the Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

STEP 4: An item will be placed upon the agenda of the Sponsor's regular school board meeting to enable the Sponsor to render a final decision regarding the issue(s)which are in dispute.

Section 14.O: **Citations**: All Florida Statutes, State Board of Education Rules, or School Board Policies cited herein shall refer to the edition in effect when this Charter is executed or extended, subject to subsequent amendment of such statutes.

Section 14.P: **Headings**: The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

Section 14.Q: **Advice of Counsel**: The School and the Sponsor both state that they have been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

Section 14.R: **Counterparts**: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

IN WITNESS WHEREOF, the Parties hereto have executed this Charter School Agreement as of the day and year first above written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FOR THE SCHOOL

(Corporate Seal)

Carmen Joy Gugliuzza
Sunshine Charter Academy Of Broward, Inc.

Attest: _____
Secretary

by: Carmen Joy Gugliuzza
Carmen Joy Gugliuzza, Board Chair

– or –

_____
Witness

_____
Witness

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 18TH day of Nov, 2024.

By Carmen Joy Gugliuzza of Sunshine Charter Academy Of Broward, Inc.
Name of Person on behalf of the Governing Entity — Name of Governing Entity (Not for Profit)

He/She took an oath and is personally known to me or has produced _____ as identification.

My commission expires:

(SEAL)

Notary Public State of Florida
Minette Lynn La Croix
My Commission HH 737764
Expires 11/4/2028

My commission expires:

_____
Signature – Notary Public

_____
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

260513SunEdHwdcharterrpvrl

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

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

Name of Entity: Sunshine Charter Academy of Broward, Inc.

Entity's Address: 1117 Banks Rd, Margate, FL 33063

Entity's Email Address: info@sunedhigh.com/Hara@sunedhigh.com

Entity's Phone Number: 954 246 4004 / 7862550894

Entity's FEIN: 45-5036680

Signature of Entity's Officer or Representative: Carmen Joy Gugliuzza

Printed Name of Entity's Officer or Representative: Carmen Joy Gugliuzza

Title of Entity's Officer or Representative: Board Chair

Date: May 18, 2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

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

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

Name of Entity: Sunshine Charter Academy of Broward, Inc.

Entity's Address: 1117 Banks Rd, Margate, FL 33063

Entity's Email Address: info@sunedhigh.com/ thara@sunedhigh.com

Entity's Phone Number: 9542464004/ 7862550894

Entity's FEIN: 45-5036680

Signature of Entity's Officer or Representative: Carmen Joy Buglisso

Printed Name of Entity's Officer or Representative: Carmen Joy Buglisso

Title of Entity's Officer or Representative: Board Chair

Date: May 15, 2026



Detail by Entity Name

Florida Not For Profit Corporation
SUNSHINE CHARTER ACADEMY OF BROWARD, INC.

Filing Information

Document Number	N12000000958
FEI/EIN Number	45-5036680
Date Filed	01/27/2012
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State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	05/15/2013
Event Effective Date	NONE

Principal Address

1117 BANKS ROAD
SUITE 101

MARGATE, FL 33063

Changed: 05/10/2018

Mailing Address

1117 BANKS ROAD
MARGATE, FL 33063

Changed: 02/14/2025

Registered Agent Name & Address

GROSS-ARNOLD, MELISSA ESQ.
3840 Crown Point Road, Suite B
Jacksonville, FL 32257

Address Changed: 04/11/2022

Officer/Director Detail

Name & Address

Title Board Chair

Gugliuzza, Carmen Joy
1117 BANKS ROAD
Margate, FL 33063

Title Director

GARCIA, JUAN
1117 BANKS ROAD
SUITE 101

MARGATE, FL 33063

Title Board Member

Light, Gary
2539 Monserrat Lane
Unit 202
Naples, FL 34120

Annual Reports

Report Year	Filed Date
2025	02/20/2025
2026	01/05/2026
2026	02/24/2026

Document Images

02/24/2026 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2026 -- ANNUAL REPORT	View image in PDF format
02/21/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
02/20/2025 -- ANNUAL REPORT	View image in PDF format
04/17/2024 -- ANNUAL REPORT	View image in PDF format
03/09/2023 -- ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
03/26/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
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03/30/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
03/27/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
06/08/2012 -- Amendment	View image in PDF format
01/27/2012 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

Model Florida Charter School Application - STANDARD (Rev. 1)

SunEd High of Hollywood
Submitted to: *Broward County Public Schools - Charter School Support*
Submitted by: *Tammy Lara*
Submitted at: *03/02/2026 04:33 PM*

Application Elements

Elements Reviewed: **28 / 28**

I) APPLICATION COVER SHEET

Form Result

General Information

NAME OF PROPOSED CHARTER SCHOOL	SunEd High of Hollywood
NAME OF NON-PROFIT ORGANIZATION / MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED	Sunshine Charter Academy of Broward, Inc.
If a non-profit organization, has it been incorporated with Florida's Secretary of State?	Yes

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON	Tammy Sue Lara
TITLE / RELATIONSHIP TO NON-PROFIT	Executive Director of Alternative Education at Credit Recovery Education Group, LLC
MAILING ADDRESS	6268 West Sample Road, Unit 403 Box 180, Coral Springs, Florida, 33067
PRIMARY TELEPHONE	+1(786) 255-0894
ALTERNATE TELEPHONE	+1(954) 284-7000
E-MAIL ADDRESS	tlara@sunedhigh.com

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider.

	First Name	Last Name	Current Job Title	Current Employer	Role with Proposed School
1.	Tammy	Lara	Executive Director, Credit Recovery Education Group LLC	Credit Recovery Education Group, LLC	Principal and Director of Education of SunEd High since 2014. Currently, Executive Director (SunEd High Schools), Credit Recovery Education Group, LLC
2.	Raquel	Espinosa	Educational Consultant	Impact Learning Strategies, LLC	Consultant
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Projected Date of School Opening 08/01/2026 (UTC)

Do any of the following describe your organization, or the school proposed in this application?

Seeks approval to convert an already existing public school to charter status. (Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.)	No
If YES, please attach as Attachment A: evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.)	
Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.	No
Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.	No
Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.	No
Will contract or partner with an Education Service Provider (ESP).	Yes
If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.	Credit Recovery Education Group, LLC
Seeks approval to replicate an existing school model.	Yes

Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S..

No

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here?

No

If Yes, complete the following table

	State	Authorizer Name	Proposed School Name	Application Due Date	Decision Date
1.					
2.					
3.					
4.					
5.					

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future?

No

If yes, complete the table below.

	Planned School Name	Authorizer	City	State	Opening Date
1.					
2.					
3.					
4.					
5.					

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States?

Yes

Attachment DD: Applicant history worksheet (Form IEPC-M1A)

Attachment DD- Applicant History Worksheet CREG.xlsx

33.32 KB • Added 3 months ago

Acknowledgement

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

Switch

I Agree

Tammy Lara

Executive Director of Alternative Education/Credit Recovery Education Group, LLC

12/01/2025 (UTC)

Signature



Evaluation Rubrics

This application element is not evaluated

II) EXECUTIVE SUMMARY

Form Result

The Executive Summary should provide a concise overview of the proposed plan for the school; its mission and vision; the educational need for the school and the anticipated student population; the education plan and school design; the school culture; community engagement or partnerships to date; and the applicant team's capacity to successfully open and operate a high-quality school given the above considerations.

The Executive Summary should not exceed 2 pages and will not be counted against the page limits.

This section will not be rated and will not be a basis for an approval or denial decision. The Executive Summary should provide a concise overview of the proposed plan.

EXECUTIVE SUMMARY

A student who does not fit well into the traditional classroom mold—or who falls behind for any number of reasons—is at heightened risk of losing motivation in high school and ultimately deciding to drop out. The ramifications of dropping out—for students, communities, and the nation—are profound and far-reaching. Students who give up on school and drop out are more likely to live in poverty, suffer from poor health, receive public assistance, become incarcerated, or become single parents (*The Silent Epidemic*, 2006).

Consequently, there is an enormous need for personalized, flexible, and accessible high-school programs that engage and motivate these students, enabling them to meet graduation requirements and successfully transition to the next phase of life. Additionally, schools that coordinate opportunities and guidance in selecting career paths can open doors to post-secondary education or direct entry into the workforce. Research has shown that high-school career-focused pathways (such as career academies) can boost student engagement and performance—and in some cases improve graduation rates and post-school employment outcomes (Kemple & Snipes, 2000).

To meet the needs of students who have not found success in the traditional school setting—or who have already dropped out of school—SunEd High will provide an alternative pathway to high-school graduation. Our model offers students the opportunity to complete their studies while simultaneously preparing for a post-graduation career or future profession. The school's founders developed a mission and vision statements that reflect the philosophy and beliefs of the Governing Board and will serve as a guide for all stakeholders.

The mission of SunEd High is to provide our students with a safe and nurturing learning environment that will help them achieve their goals – both academically and personally. We believe that by working with families and the community, all students can achieve their maximum potential. We are committed to working together to provide each student with the best possible education while instilling in every student the belief that they can succeed and become responsible, contributing members of society.

The vision of SunEd High is to ensure that students are prepared both socially and academically for their post-high school career or educational pathway through the educational, mentoring, counseling, and career-related opportunities provided by the school. We envision that our students will become productive members of the community by acquiring a strong academic foundation combined with a set of values and principles that will guide their lives in a positive and meaningful way.

To achieve its mission and vision, SunEd High will offer students a small high school setting where they can work at their own pace to fulfill the coursework and testing requirements necessary to earn a standard high school diploma. Together with staff and parents, students will develop and follow an individualized plan that includes post-secondary education and career goals. Through the "blended learning" approach offered at SunEd High, students will engage in a combination of computer-assisted and teacher-directed instruction. Students will be able to attend a morning or afternoon session, or they may attend both sessions if they want to accelerate their learning. Each student will have access to the latest technology and an individual computer station in a lab setting–equipped with high-speed connections. Direct

instruction will take place in classrooms also equipped with state-of-the-art technology. Certified teachers will utilize research-based materials and instructional techniques to motivate and engage students in their learning and give them the personalized attention they need to succeed. Research indicates that increased personalization, pacing flexibility, and blended modalities help re-engage students.

A guidance counselor/career coordinator will provide opportunities for career and job-search explorations, interviewing techniques, employment tracking (where applicable), employer outreach, and coordination of job and career fairs. Each student will be assigned a mentor who meets with the student weekly to provide academic and emotional support, conduct data chats (monitoring progress), and ensure students stay on track for graduation. The school's focus will be on educating the "whole student"—addressing not only academics but also social-emotional support, life skills, and career readiness.

A key component of the educational program at SunEd High is the opportunity for students to choose a career track from among several options Research on the effectiveness of career academies suggests that when well implemented—with integrated academic and career-technical curricula, work‑based learning, and employer engagement—students show improved graduation rates and post-high-school outcomes.

At SunEd High, the school leadership will foster a culture consistent with the school's mission and vision. There will be an emphasis on continuous improvement and high expectations among students and staff. The school leaders will implement a character education curriculum that emphasizes a clear set of values and beliefs to establish and maintain a school climate which is nurturing and success oriented. The belief that "every student can succeed" will be a key aspect of the school's culture.

Community partnerships with local businesses, career technical schools, colleges and universities, and social service agencies will support student retention in school and support increased graduation rates and post-secondary readiness for students. As stated in the school's mission statement, SunEd believes that the student's family and the community play a pivotal role in the educational process. Outreach activities will be implemented to engage parents and community members in the educational program at SunEd High School. In addition to the partnership already established with Broward College and the Armed Services, the school will pursue additional community partnerships that include, but are not limited to, Keiser College, Florida Atlantic University, Nova University, Florida Career College, Sheridan Technical, Art Institute, Urban League of Broward, and the YMCA.

SunEd High has already experienced success in graduating at-risk students at its existing campuses—SunEd High of North Broward, opened in 2014, and SunEd High of South Broward, opened in 2019. These schools have significantly improved student achievement and graduation rates since opening, receiving "Commendable" ratings most years, and ranking among the top alternative-education schools in the State of Florida. The success achieved by these campuses provides evidence that our model can serve the needs of a special population of students in the Broward community—our new SunEd campus will replicate this success.

Evaluation Rubrics

This application element is not evaluated

III) EDUCATIONAL PLAN

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

1. Mission, Guiding Principles and Purpose

Reviewer Instructions

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

Statutory References:

s. 1002.33(2)

Evaluation Criteria:

A response that meets the standard will present:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Form Result

A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

- *If the applicant is proposing a classical charter school, include how the school will emphasize the development of students in the principles in moral character and civic virtue through a well-rounded education in the liberal arts and sciences, which is based on the classical trivium stages of grammar, logic, and rhetoric.*

*The **mission** of SunEd High is to provide our students with a safe and nurturing learning environment that will help them achieve their goals – both academically and personally. We believe that by working with families and the community, all students can achieve their maximum potential. We are committed to working together to provide each student with the best possible education while instilling in every student the belief that they can succeed and become responsible, contributing members of society.*

*The **vision** of SunEd High is to ensure that students are prepared both socially and academically for their post-high school career or educational pathway through the educational, mentoring, counseling, and career-related opportunities provided by the school. We envision that our students will become productive members of the community by acquiring a strong academic foundation combined with a set of values and principles that will guide their lives in a positive and meaningful way.*

To achieve the mission and vision, SunEd High (also referred to as "the School") will offer students an individualized, self-paced high school program that meets state standards and grade level expectations, as well as testing and graduation requirements. Students will work on individualized coursework requirements to earn their high school diploma. Together with staff and parents, students will develop and follow an individualized plan with post-secondary education and career goals. SunEd High will provide a structured, yet nurturing environment where students' accomplishments are recognized, thus encouraging continuous improvement and success for both students and teachers. Through the "blended learning" approach offered at SunEd High, students will learn from a combination of technologically based and teacher-directed instruction. Each student will have a designated computer for self-paced, individualized learning, and students will also be scheduled for teacher-directed lessons in a separate setting that is equipped with state-of-the-art technology. Highly skilled, certified teachers will utilize research-based materials and instructional techniques to motivate and engage students in their learning, and to give them the personalized attention they need to succeed. SunEd High's educational program will utilize a variety of innovative learning methods and provide exceptional services to address students' academic and psycho-social needs. The School will focus on the "whole student" through a comprehensive program that includes key components that are designed to meet the individual needs of a specific population of students.

B. Describe how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.*
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.*
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.*

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) 4, 5
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) 73
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) 48

C. Describe how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.
In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.*
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.*
- *Encourage the use of innovative learning methods.*
- *Require the measurement of learning outcomes.*

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.* PAGE(S) 1, 5, 39
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) 2, 3, 8, 9, 29
- *Encourage the use of innovative learning methods.* PAGE(S) 1, 6
- *Require the measurement of learning outcomes.* PAGE(S) 44-45

D. Describe how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note "N/A". **This section is optional.**
In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.*
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.*
- *Expand the capacity of the public school system.*
- *Mitigate the educational impact created by the development of new residential dwelling units.*
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.*

In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.* PAGES(S) N/A
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGE(S) 3
- *Expand the capacity of the public school system.* PAGE(S) 3
- *Mitigate the educational impact created by the development of new residential dwelling units.* N/A
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGE (S) 91

Evaluation Criteria: Mission, Guiding Principles, and Purpose

Reviewers will look for:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 01/09/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 03/03/2026

2. Target Population and Student Body

Reviewer Instructions

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school's charter.

Statutory Reference(s):

s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Form Result

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[2] If the applicant intends to have enrollment preferences they should be described in the ***Student Recruitment and Enrollment*** section.

---

[2] For operators intending to apply and be eligible for federal funding under the US Department of Education's Charter Schools Program, recruitment and admissions policies and practices must meet all federal requirements. *See* Charter Schools Program, Title V, Part B of the ESEA, Non-regulatory Guidance, Section E. (Lottery, Recruitment and Admissions).

SunEd High will open its doors to students in grades 9-12 for the 2026-2027 school year with a maximum of 550 students. In support of its mission and vision, the School will target those students who have dropped out of the traditional school setting, or those students who are not on track to graduate with their cohort. The anticipated student population will include students who have failed to earn sufficient credits for their age, so that they will be able to make up lost credits. Highly motivated students can accelerate their learning to graduate early from high school. Because SunEd High will offer flexible attendance sessions, one in the morning and one in the afternoon, coupled with a self-paced program, students who desire may be able to work full time and go to school full time. This innovative educational program will expand the capacity of the public school district and provide rigorous competition within the district that will lead to improved services for the School's target population.

Any student, ages 15-21, that resides in the State of Florida and has met the requirements to attend high school is eligible to attend SunEd High. SunEd High's student population will be reflective of the county, mirroring similar percentages of race, ethnicity, national origin, gender, disability, gifted status, linguistic needs, and socio-economic status. Admission will not be denied by SunEd High to eligible applicants based upon sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. SunEd High will be open to students regardless of their academic level, as well as to students who qualify for ESE and ELL programs. As clearly defined in the school's mission statement, SunEd High will work with all students to ensure that they reach their maximum potential.

In accordance with s.I002.33(10)(d), F.S., SunEd High will give admission preference to students who are the children of a member of the Governing Board of the charter school or who are the children of an employee of the charter school. Furthermore, preference will be given to siblings of a student enrolled at SunEd High and to other students as specified in section 1003.33(10)(d), F.S. SunEd High shall comply with Class Size Reduction and will not exceed the 1:25, teacher-student ratio. The enrollment forecasts, tables and budgets included with this application are all consistent with class size requirements found in the Constitutional Amendment regarding Class Size Reduction.

B. If a facility has not been identified in the ***Facilities*** section of this application, state the geographic area which the applicant intends to serve.

Currently, the school is studying the possibility of serving the needs of students in the south-east area of Broward County.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

Five Year Enrollment Projections

	Year 1	Year 2	Year 3	Year 4	Year 5
K					
1					
2					
3					
4					
5					
6					
7					
8					
9	30	30	30	50	50
10	70	70	95	100	100
11	75	100	125	150	175
12	125	150	200	200	225
Total	300	350	450	500	550

D. Provide a brief explanation of how the enrollment projections were developed.

Enter explanation here

Student enrollment projections were developed based on the Board's previous experience with student demand and the number of student applicants at the two sister schools in Broward County--SunEd High of North Broward (Margate) and SunEd High of South Broward (Ft. Lauderdale). To project the number of students for each grade level, the enrollment history at the two existing SunEd schools located in Broward County were examined. During the 2024-2025 school year, there were approximately 369 students at midyear enrolled at SunEd High of South Broward (Fort Lauderdale) and 351 students enrolled at SunEd High of North Broward (Margate). The majority of students at each school enrolled were in the upper grades. The goal of the Governing Board of SunEd High is to open the new school in a location that has the greatest need. The area currently being considered is the south-central area of Broward County.

According to FDOE's EduData Portal, the Graduation Rate for Broward County for 2024 was 89%, indicating a need for alternative school options for students who have fallen behind their cohort and require additional support to recover credits or accelerate their learning. Although Broward County offers several options for alternative education students, SunEd High expects to attract enough students to meet its enrollment projections based on its unique program offerings that include flexible learning sessions, a self-paced blended curriculum, an adult mentor for each student, weekly mentoring sessions, career counseling, and a variety of career academies in high demand areas. Additionally, the School has a track record of success at its two sister schools in Broward. SunEd High will provide rigorous competition to schools with similar programs and expand the capacity of the school system. SunEd High will be marketed during its student recruitment campaign and the School's Enrollment Specialist will work diligently throughout the year to recruit students who need the type of program offered by SunEd High.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

Enter explanation here

An examination of the enrollment trends at the other two SunEd High schools in Broward County form the basis for the growth plan illustrated above. The enrollment by grade level shows that the majority of students are clustered at the upper grades. SunEd High plans to enroll students in grades 9-12 beginning in Year 1. The goal is to offer students at all levels an opportunity to work at their own pace to complete all required courses and earn the necessary credits to graduate. The School will serve students between the ages of 15-21 who are likely credit deficient and not a part of their cohort.

Evaluation Criteria: Target Population and Student Body

Reviewers will look for:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.

- Alignment of the targeted student body with the overall mission of the school.

Element Review

Rating/Description
Meets the Standard Added by Marion Williams at 02/12/2026
Meets the Standard Added by Sweta Soni at 01/15/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/17/2026

3. Educational Program Design

Reviewer Instructions

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.
Statutory Reference(s):
s. 1002.33(7)(a)2.
Evaluation Criteria:
A response that meets the standard will present an educational program design that:

- An educational program design that:
  - Is clear and coherent;
  - Is based on effective, experience or research-based educational practices and teaching methods, and high standards for student learning;
  - Aligns with the school's mission and responds to the needs of the school's target population, and
  - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Form Result

A. Describe the proposed charter school's educational program.

SunEd High will provide provide an alternate pathway to graduation as a school of choice--an option for students and parents to consider over a traditional educational setting in the public school system. The School's mission, innovative program design, flexible schedule, research-based curriculum and programs, technology-assisted instruction, direct instruction, personalized graduation plan, career academies, community partnerships, mentorship program, emphasis on social and emotional well-being of students, its highly dedicated staff, and its high standards for student achievement are the components that make SunEd an innovative and effective program for reaching at risk students who have dropped out or who are in danger of dropping out of school. The School is also a viable option for students who wish to move through their high school years at a faster pace. SunEd High is a school of choice that will put students on a path to earning a standard high school diploma while acquiring career-related skills that will lead them to success after graduating. SunEd High's individualized and differentiated curriculum and instructional strategies will be provided with the aim of inspiring students to take ownership in the learning process. Learning style and rate of learning differs for each student and teachers will utilize a blended approach to meet the individual needs of each student. Personalized learning, small group, and whole group standards-based instruction, combined with research-based digital instruction, are recipes for academic success. The educational program is designed to serve students at their performance level upon enrollment. Students will participate in lessons and activities aligned with their individual learning levels that will strengthen their potential for academic success and allow them to demonstrate growth in learning to meet the requirements for each course.

SunEd High’s unique model will primarily serve students, ages 15-21, who are over-aged, credit-deficient, and have the desire to earn a standard high school diploma. The school day consists of two separate sessions to accommodate the schedules of students who work or who may be parents. Students may choose which session is most convenient to attend, or they may attend both sessions (space permitting) if they want to accelerate their studies. Session one is held from 7:00 a.m. to 12:00 p.m. and session two is held from 12:00-5:00 p.m. For the model to be effective, capable and dedicated teachers will be hired to ensure that students receive the best possible education. Teachers include core content, special education, reading, ESOL, and teachers qualified to teach elective or career-related courses offered. Additional staff members to be hired include teacher assistants, a guidance counselor, and a career coordinator.

Measuring academic progress alone may not capture the richness of what some alternative schools offer and the changes that can occur for youth who attend. In addition to the required accountability measures as defined by state and federal law, SunEd High has developed additional levels of accountability that will be used to assess student achievement, ongoing student progress, trends in curriculum and instructional practices, attendance, graduation rates, credit accrual, employment, and post-secondary plans. The School's educational program will utilize a variety of innovative learning methods and provide exceptional services to address the "whole student" through a comprehensive program that is comprised of five key components:

1. **Blended Model of Instruction**
2. **Student Success Skills**
3. **Academic Support and Special Needs Services**
4. **Graduation Pathway, College/Career Counseling, and Career Academies**
5. **Community, Business, and Family Partnerships**

A Description of the 5 Key Components is provided below:

1. **<u>Blended Model of Instruction</u>**

    - Blended learning instruction will consist of lessons that are both teacher-directed and technology driven at an individualized pace to ensure mastery at every level. Online learning laboratories will provide one computer for each student with direct Internet access to all learning and communication resources required as part of the online program. Teacher-directed instruction will take place in traditional classrooms equipped with state-of-the-art technology. The curriculum will emphasize core academic subjects and electives necessary to meet graduation requirements and teachers will use research-based programs and instructional strategies designed to allow students to meet state standards. Coursework will be personalized to meet the academic needs of students whether they are working below, at, or above grade level.
    - **<u>Research Based Digital Curriculum</u>**
        - **Edmentum Courseware** - SunEd High of Broward will utilize Edmentum Courseware, a research-based digital curriculum designed to help students reach graduation goals through flexible and personalized courses. The curriculum offers interactive learning options for credit recovery, first-time credit, and expanded course access. The curriculum is designed to support academic success for all students, from those not prepared for grade-level academic work to those capable of accelerating their learning. Edmentum Courseware has designed its digital curriculum with multiple course pathways, each designed to meet specific needs of students as they progress toward graduation. The courses in these pathways share a common scope and sequence and cover the same rigorous, standards-based content.
    - **<u>Direct Instruction Using Research-Based Strategies</u>**
        - Direct instruction will be provided to support students in passing the end-of course (EOC) exams in Biology, U.S. History, Algebra 1, and Geometry using research-based instructional programs. and high-yield teaching practices. The programs that will be used during direct instruction include HMH Read 180 and Code, IXL Language Arts, IXL Math, Gizmos for Math and Science.
        - Research-based instructional strategies, effective teaching models, and innovative learning methods will be used that include, but are not limited to, the following:
            - Whole group instruction to introduce new skills to entire group that are aligned to state standards

        - Data-driven, differentiated, and small group instruction provided to students based on individual needs
        - Problem solving and hands-on lessons to actively engage students and help them apply their learning
        - Technology-enhanced instruction to engage students and expand their learning experiences
        - Gradual Release of Responsibility Model
        - Standards-Based Learning
        - Graphic Organizers (Story Maps, Venn Diagrams, Webbing)
        - Writing experiences in a variety of contexts
        - Instructional strategies and techniques such as modeling, repetition, paraphrasing, modified language, increased practice, visuals, language dictionaries, group and peer learning, will be used to support the needs of ELL and ESE students.
    - Additional online resources to be utilized by teachers during direct instruction will include Khan Academy, Read Works, Algebra Nation, Math Nation, ReadTheory.com, Google Suite, Vocabulary.com, NewsELA, GetFive.com, and Live.com., Quizezz, and the supplementary online resources provided by HMH Edmentum.
    - Ongoing formative and summative assessments will be used to assess mastery of standards and inform instruction.

2. **Student Success Skills**

Student Mentorship Program

SunEd High will implement the *Student Mentorship Program,* a comprehensive, formal mentoring program that has been successfully implemented at the current SunEd schools since the opening of these schools. Each student will be assigned an adult mentor who is a member of the school staff. The mentor will meet with each mentee on a weekly basis to offer academic and emotional support, and to ensure that each student stays on track for graduation.

Character and Resiliency Education

A set of guiding principles and character values will be promoted school-wide through monthly activities, bulletin boards, newsletters, and during weekly mentoring sessions. The School will be implementing Resiliency Florida program that empowers students to persevere and overcome challenges and barriers to success. The School aims to equip students with the skills needed to achieve their academic and personal goals. The program provides resources for teachers, students, and parents on the following 11 Resiliency Characteristics: perseverance, grit, gratitude, responsibility, responsible decision-making, critical thinking and problem solving, self-awareness & self-management, mentorship, citizenship, honesty, and empathy.

Counseling, Mental Health, and Social Services

- The School will contract with community agencies to provide individual counseling and speech/language for students needing these services.

- The School will contract with a licensed mental health counselor for full-time services to students in need of mental health services.
- The School will employ a full-time school counselor who will provide both academic and social-emotional counseling.
- Partnerships with community organizations will be leveraged to provide psychological and social services to students and their families. Currently, SunEd schools work with organizations or agencies that include, but are not limited to, the following: Broward 211, Harmony Homes, Henderson Behavioral Health, ChildNet, Covenant House, and Lippman Youth Services.
- Community leaders and experts will be invited to speak to students through the School's *Student Seminars Series*. Speakers will cover topics that address academic skills, work-study habits, personal wellness, self-sufficiency, and resiliency.

3. Academic Support and Special Needs Services

Multi-Tiered System of Supports/Response to Intervention

A Multi-Tiered System of Supports/Response to Intervention (MTSS/RtI) plan will be implemented to provide necessary interventions for both academic and behavioral issues for all students. Researched-based programs will be used to provide Tier 2 and Tier 3 interventions for students who require additional interventions as determined by the School's Collaborative Problem-Solving Team.

Intensive Reading

HMH Read 180 - The HMH Read 180 program is a comprehensive, research-based reading intervention for students who are reading below grade level, focusing on building skills like phonemic awareness, phonics, fluency, vocabulary, and comprehension. It uses a blended learning model with adaptive technology and data analytics to provide personalized, small-group, and independent instruction tailored to individual student needs and learning pace. NWEA assessments are used to assess students and determine their current reading level and places them in Read 180 or Code, which is the most intensive. Read 180 also has a language launch component that assists ELL students with comprehension and enhances their learning experience.

HMH The Code - HMH Read 180 Code refers to the foundational literacy component within HMH's Read 180 program. This intensive intervention uses the "Code" segments, supported by an adaptive student application and workbooks, to provide explicit and systematic instruction in phonemic awareness, phonics, and morphology. Students are placed into specific "Code" segments based on their needs via the Code Placement Assessment (CPA). After mastering foundational skills in "The Code," students transition to the "Comprehension" strand of the program.

IXL Language Arts – IXL Language Arts an online learning platform for students that develops fundamental literacy skills, reading comprehension, and writing abilities, covering areas from phonics and vocabulary to literary devices. It offers personalized, adaptive

instruction with video tutorials, practice questions, and diagnostic tools to help students build skills, close learning gaps, and achieve mastery in reading. The platform uses a real-time diagnostic tool to assess students' knowledge levels and provides targeted recommendations for improvement.

Intensive Mathematics

IXL Math - IXL Math is an online learning platform that provides personalized practice and assessments for students of all abilities to build confidence and master math skills, with immediate feedback and clear explanations to help fill knowledge gaps. IXL's adaptive features include deeply adaptive skills that adjust in real-time, a Real-Time Diagnostic to pinpoint proficiency, and personalized skill recommendations to guide learning.

Gizmos (Math and Science) – Gizmos, from ExploreLearning, are a collection of interactive online simulations and virtual labs designed to help students understand complex math and science concepts through hands-on exploration and discovery. These simulations bring abstract ideas to life, allowing students to manipulate variables, conduct experiments, and visualize data to foster conceptual understanding and support curriculum standards. students with virtual models and tools to explore scientific and mathematical concepts. The platform offers various levels of activities and scaffolding to support diverse learners, including those at risk. Students can manipulate variables, conduct experiments, and analyze data in a safe and controlled virtual environment.

Boot Camps for Test Preparation

The School will provide test preparation for students during "Boot Camps" to assist them in passing state-mandated assessments. The following resources will be used to prepare students for required assessments: Edmentum ACT/SAT Prep, IXL Assessment Prep, and FDOE practice assessments for FAST and EOC tests.

Students with Disabilities, English Language Learners, and Struggling Students

- ESE-certified teachers will provide specialized services for students who meet the requirements for the Exceptional Student Education (ESE) program, in accordance with their IEP.
- ESOL-certified or endorsed teachers will provide appropriate services for English Language Learners (ELLs) to meet each student's needs in language learning and academic achievement.
- The School will contract with outside vendors to provide additional student support services that include the following: speech services, counseling services, OT/PT services (as needed).

An Academic Improvement Plan (AIP) will be developed for each student that includes measurable objectives, strategies, and supports related to academic achievement, attendance and discipline, as appropriate. The plan

will also include progress monitoring procedures and transition goals to support the next educational placement or postsecondary options.

4. **Graduation Pathway, College/Career Counseling, and Career Academies**

Individual Graduation Plans

- The School will create an *Individual Graduation Plan* for each student upon enrollment. The plan will include an analysis of credits completed and credits required for graduation; GPA; cohort year; credit recovery needs; testing requirements met and not met; student obligations and community service hours completed.
- A virtual portal (Focus) will be available online to students, parents, teachers, and administrators to track, monitor and measure individual student progress toward completion of the Individual Graduation Plan.
- The School will send parents updated graduation plan for their student four times per year.

Career Counseling

- The School will employee a full-time **Career Coordinator** who will provide opportunities for career and job-seeking explorations, review interviewing techniques, track employment and hours where applicable, conduct employer outreach on behalf of the students, schedule guest speakers and college visits, provide online resources, and coordinate job and career fairs in support of student postsecondary goals.
- The School will have a **Career Lab** where students can utilize resources such as Floridashines, Xello, Beable, and others, to take interest and skills assessments to match them with potential careers; explore state colleges and universities, including tuition costs, programs, and scholarships; build a personalized portfolio including goals, interests, experiences, and achievements; learn about communication, teamwork, and problem-solving; get information on in-demand jobs in Florida; identify career goals and track progress toward them, etc.

Career Academies

Students will have an opportunity to enroll in Career Technical Education (CTE) digital courses in high demand career fields that lead to industry recognized certifications. The School intends to use eDynamicLearning, a digital curriculum that offers courses that meet national and industry certification exam standards and equips students with the knowledge and skills needed to prepare for and earn the certifications. The School intends to offer the following career academies:

- Emergency Medical Responder
- Medical Office Administrative Assistant
- Certified Nursing Assistant
- Medical Lab Assistant
- EKG/ECG Technician

- Dental Assistant
- Daycare Worker
- Early Childhood Associate
- Child Care Worker
- Bank Teller
- Cyber Security Specialist
- Legal Administrative Specialist

5. Community, Business, and Family Partnerships

Partnerships with Educational Institutions and Community Organizations

- The School will develop partnerships with local colleges, universities, and vocational schools to support college-bound students, increase student retention, and increase graduation rate. Current partnerships established by sister schools include Broward College, Nova Southeastern University, Florida Atlantic University, Keiser College, Atlantic Technical, The Art Institute, and Universal Technical Institute, Sheridan Technical College, McFatter Technical College, and Beauty Schools of America.
- The School will develop partnerships with community organizations to provide students with assistance in areas of need that include housing, social-emotional issues, substance abuse, behavioral issues, family conflicts, teenage pregnancy, suicide prevention, health and wellness, and sexual assault. Current partnerships established by sister schools include Lippman Youth, Covenant House, Susan B. Anthony Recovery Center, Banyan Health Systems, Crysalis House, BARC Recovery Center, Cove, The Starting Place, Jubilee Center, Children's Harbor, Children's Services Council, CHADD, Broward Health, Nancy J. Cotterman Center.

Partnerships with Business Leaders and Professionals

The School will invite successful business leaders and professionals to speak to students about different career pathways, entrepreneurship, professionalism, work ethic, etc.

Parent Seminars and Community Events

- The School will host a series of Parent Seminars which will provide parents with strategies for helping their children achieve academic success. The School will also offer Parent Seminars that are designed to improve parents' knowledge and skills in a variety of areas (i.e., filing taxes, financial planning).
- The School will organize events throughout the year that will allow parents to become an active participant in the education of their child (e.g., Open Houses, Talk & Tea events, Holiday Celebrations, Poetry Reading event, Talent Shows, Spelling Bees, Math Bowl, etc.).

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

SunEd High will provide a learning environment that is aligned with its mission and vision. The School will offer students a flexible, self-paced, blended model of instruction that is designed to meet the needs of its student population and allow students to reach their maximum potential. The School will provide its targeted population of students with an educational program that places each student on a path to graduation while also offering students college and career guidance and the chance to enroll in one of the School's Career Academies. The learning environment at SunEd High will address key areas, as described above, that will ensure that every student feels that his/her needs are being met in a safe and nurturing learning environment where students are valued as individuals and challenged to perform their best. There will be policies and guidelines in effect that ensure that the environment at the School is optimal for learning.
The following characteristics describe the learning environment at SunEd High:

- Upon enrollment, each student will be assigned to the Transition Room (for approximately two weeks). Students will be given NWEA and IXL diagnostic assessments to identify baseline levels in all core areas. The Transition Room will be equipped with desks, chairs, whiteboards, Mimeo Board, and a computer for each student.
- Students will be scheduled into three 90-minute periods plus a 30-minute individualized work period that allows students to complete assignments in areas where they need additional time, and to work with their assigned mentors. The School will follow a block schedule with students attending periods 1, 3, 5 on "A" days and periods 2, 4, 6 on "B" days. There will be three Learning Labs, two Reading Classrooms, and one Career Lab. The Learning Labs are subject specific. Lab 1 is the ELA lab; Lab 2 is the mathematics lab; and Lab 3 is the science/social studies lab. Each Learning Lab has an area designated for Direct Instruction (DI) and is equipped with a whiteboard and a mimeo system to make lessons interactive for students.
- Each Computer Learning Lab will be equipped with 40-50 computer stations; Study carrels will be used for privacy. There will be a minimum of two certified teachers and an instructional assistant, depending on class size, assigned to each Computer Learning Lab to ensure that students are provided with assistance and support in completing computer-based lessons. Small group or individualized tutoring will occur in these Labs (a small table and chairs will be available in the labs). Students will complete courses at their own pace through a research-based, online curriculum.
- Each student that achieved a level 1 or 2 on the ELA and/or Algebra 1 state assessment will be scheduled for Intensive Reading and/or Intensive Math which will be taught by a certified teacher in a Direct Instruction Classroom.
- Direct Instruction classes will consist of a maximum of 25 students.
- Each student will be scheduled to receive teacher-directed instruction in the appropriate Direct Instruction Classroom. Students will be required to receive direct instruction for courses that are tested through End of Course (EOC) exams.
- Direct Instruction Classrooms will be set up with tables and chairs that allow students to work in groups or individually. Each room will have whiteboards,

bulletin boards, a computer for the teacher, a minimum of six student computers, and a Mimeo Board.

- A Career Lab will be available to allow students to conduct research, create resumes, find job opportunities, search for and apply for scholarships, research-state, national and international colleges and admission requirements, complete financial aid applications, apply for college and more.

C. Describe the research base used to design the educational program.

The power of the **blended learning model** lies in its ability to personalize education to meet individual students' needs. In his November 2010 report, *Transforming American Education Learning Powered by Technology: National Educational Technology Plan 2010*, Arne Duncan points out that "the last decade has seen the emergence of some radically redesigned schools, demonstrating the range of possibilities for structuring education. These include schools that organize around competence rather than seat time and others that enable more flexible scheduling that fits students' individual needs rather than traditional academic periods and lockstep curriculum pacing. In addition, schools are beginning to incorporate online learning with teacher-directed instruction, which affords the opportunity to extend the learning day, week, or year." This model of learning that the U.S. Government is calling for is a plan for engaging and empowering personalized learning experiences for learners of all ages. The model stipulates that we focus what and how we teach to match what people need to know and how they learn. It calls for using state-of-the-art technology and Universal Design for Learning (UDL) concepts to enable, motivate, and inspire all students to achieve, regardless of background, languages, or disabilities. It calls for leveraging the power of technology to support continuous and lifelong learning. In addition, it presents five goals of this program, each with 5 essential components. Those components of learning powered by technology include: (1) Learning, (2) Assessment, (3) Teaching, (4) Infrastructure, and (5) Productivity. Furthermore, it calls for a "grand challenge" for research based on initiatives to reform education through technology.

In recent years, an increasing number of online programs have focused on credit recovery and serving at-risk students. According to a 2008 report published by the North American Council for Online Learning (NACOL), titled *Using Online Learning for At-Risk Students and Credit Recovery*, online learning is proving to be an important--and sometimes transformational--tool in reaching at-risk students. Goals related to credit recovery and at-risk students include one or more of the following:

- Helping students make up credits to meet graduation requirements
- Meeting graduation deadlines
- Preparing students for state exams
- Getting drop out students back in school
- Providing educational equity for all students

The NACOL report concludes that "online learning offers the advantage of personalization, allowing individualized attention and support when students need it most. It provides the very best educational opportunities to all students, regardless of their zip code, with highly qualified teachers delivering instruction using the Internet and a vast array of digital resources and content." SunEd High's educational program will help meet the needs of a diverse group of students by offering a broad range of courses and services for students who are seeking a different pathway for learning. The School will expand opportunities for students to receive a high-quality education. In accordance with the government's 2010 report, SunEd High intends to empower students in their own learning by addressing the "whole child" and offering an array of supports to enhance each student's chance for success. The School believes that students who have failed to reach their high school goals and have dropped out, and those that are at the most danger of dropping out, can and will "grow" with the

school's approach to mentoring and community involvement. There is evidence that mentoring at the school needs to begin upon enrollment. An April 2002 research study, titled *Effectiveness of Mentoring Programs for Youth: A Meta-Analytic Review,* found that mentoring program effects are enhanced significantly when greater numbers of both theory-based and empirically based "best practices" are utilized and when strong relationships are formed between mentors and youth. Youth from backgrounds of environmental risk and disadvantage appeared most likely to benefit from participation in **mentoring programs** when it began at the onset. To this end, SunEd will assign a mentor to all students upon enrollment who will meet with them on a weekly basis to offer academic and emotional support, and who will ensure that students stay on track for graduation. A set of guiding principles and ethics will be promoted school-wide through monthly activities, bulletin boards, newsletters, and during weekly mentoring sessions to instill values and to promote respect, collegiality, and concern for the well-being of others.

SunEd High will target a population of students who need a program that will motivate them and engage them in their learning. Today, most students' lives outside school are filled with technology that provides access to information and resources 24/7, enabling them to create multimedia content and share it with the world, as well as allowing them to participate in online social networks and communities where people from all over the world share ideas, collaborate, and learn new things. According to a national survey by the Kaiser Family Foundation, 8- to 18-year-olds today devote an average of seven hours and 38 minutes to using entertainment media in a typical day which translates to more than 53 hours a week (Kaiser Family Foundation, 2009). The opportunity to harness this interest and access in the service of learning is huge but largely ignored in the past. Increasingly, schools and states are turning to this resource to provide education, and more schools are being opened that utilize this technology as a primary source for **academic interventions and special needs services**. A 2014 study conducted by Aderonke Bello examined the impact of technology interventions on student achievement in rural Nigerian schools. He explored the differences in student achievement in mathematics and English Language Arts between technology and nontechnology schools and established a relationship between teachers' level of technology implementation and student achievement. The sample comprised 2,369 examination scores in mathematics and English of Senior Secondary Level 2 (SS2) students and purposive sampling of 34 teachers who participated in an online survey. Data was analyzed using multivariate analysis of variance (MANOVA), the level of technology implementation (LoTi) framework, and Pearson's correlation coefficient test. The results showed significant differences in student achievement between technology and nontechnology schools. Thus, the mere presence of technology seemed to have more impact on student grades than the ways in which teachers use it. The results support the increase of technology integration with academic interventions to improve student performance, thereby leading to positive social change. The SunEd High program will leverage technology to create relevant learning experiences that mirror students' daily lives and the reality of their futures.

The dropout rate is one of the most important indicators for educators and policymakers in their efforts to provide an appropriate and challenging education for all students. The personal, social, and economic consequences of students not

completing high school are enormous. The Center for Social Organization of Schools (CSOS) at Johns Hopkins University (2005) conducted one of the more recent comprehensive studies regarding the reasons for students dropping out of high school. The study concluded that the majority of high school dropouts are primarily due to four reasons: anonymity or social estrangement; apathy or lack of purpose; failure, especially in grades six through ninth; and personal problems such as economic, drugs, or pregnancy. SunEd High will address these areas through its comprehensive program that includes a focus on the needs of the "whole" child. The Bill and Melinda Gates Foundation report, *The Silent Epidemic; Perspectives on High School Dropouts* (2006) reports the following:

- 47 percent of dropouts said classes weren't interesting
- 43 percent had missed too many days of school and couldn't catch up
- 38 percent said they had too much freedom and not enough rules in life
- 35 percent said they quit because they were failing in school
- 32 percent said they had to get a job and make money

To reduce the number of dropouts, SunEd High's unique model is designed to **meet the individual needs of students** by building relationships with each student, encouraging and affirming individual achievement, providing opportunities for academic success and assisting with seeking resources to help students with personal issues. The teachers, guidance counselor, career coordinator, and support staff will work as a team to provide the student with the necessary tools for success. SunEd High believes that two of its best attributes in enabling those who have dropped out of school, and or are considering dropping out, are 1) the shortened onsite class day, and 2) the platform of online relevant and exciting course work. The shortened class day can be appealing to many for a variety of reasons. Many students must work, and their hours of employment often do not "match" with the schedules of traditional schools. Students may choose between two learning sessions to attend, or they can attend both sessions to accelerate course completion. SunEd High recognizes that much of the time spent in the traditional school "set-up" is time that is wasted and can be better utilized. In addition, students can work 24/7 on their studies, not at a pre-set and non-negotiable time. For many students, the traditional method just does not work for them, for a variety of reasons. SunEd High's model will appeal to a certain number of students and allow them to become successful in their academic careers. The online platform for course work will appeal to and allow many students to achieve at a faster rate than the traditional school hours and platform allows. Most students will not actually transition through individual classes at the same rate with success. With the 24/7 online model, and the five-hour on site class day, students will progress through their course work at their own speed without a host of frustrations, but with mastery and success. More than ever, learning can no longer be confined to the years we spend in school or the hours we spend in the classroom: It must be lifelong, life-wide and available on demand (Bransford et al., 2006).

According to a study by Brand (2005), entitled *Enhancing High School Reform: Lessons from Site Visits to Four Cities*, the following best practices are evident at successful schools:

- High expectations for students and teachers (matched with accountability standards and ongoing assessment);
- Emphasis on creating small and personalized learning communities;
- Reform that included sustained professional development for teachers and principals (with teaching and instruction a strong focus at the same time as structural changes are made);
- Established links between the School and the community;
- Flexibility over hiring, budgets etc. and the ability to change strategies; and
- Emphasis on finding ways to provide a differentiated education with learning options to meet the varied needs of students.

SunEd High will implement "best practices" that will ensure that the learning environment and academic program allow students to achieve their maximum potential and receive the best possible education, as stated in its mission statement. A focus on **high expectations** for students and staff will be a key aspect of the school's program. The school leadership will have the autonomy to make instructional and personnel decisions that will benefit the school and achieve its mission and vision. In addition to the frequency of data collection and assessment, students will experience an authentic learning environment that includes a blended instructional approach of computer-based learning combined with individualized tutoring, small group instruction, and whole group instruction. The program is designed to provide individualized, self-paced, differentiated instruction that is teacher-directed and technology-driven. Teachers will be provided with ongoing support, professional development, and the opportunity to share best practices through professional learning communities.

SunEd High also recognizes the importance of building a relationship of trust and respect among the staff, students, parents, and community stakeholders. Continuous communication with students and parents will foster a partnership which is conducive to positive learning outcomes. The guidance counselor and career coordinator will work with the community to forge partnerships with organizations, businesses, colleges, and individuals who will be able to provide support, resources, and guidance necessary to support the mission of the school. Numerous research studies note the advantages of developing school, family, and community partnerships. **Partnerships** can improve school programs and school climate, provide family services and support, increase parents' skills and leadership, connect families with others in the school and in the community, and help teachers with their work. However, the main reason to create such partnerships is to help students succeed in school and in later life. SunEd High believes that when parents, teachers, students, and others view one another as partners in education, a caring community forms around students and strengthens the learning program.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

Attachment B: Sample daily school schedule and annual school calendar

Attachment B Sample Master Schedule.pdf

71.3 KB • Added 3 months ago

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

SunEd High will provide a learning program for students that supports the attainment of the state-adopted standards. To master the Florida Standards and the Next Generation Sunshine State Standards, the School will ensure that the following takes place:

- Students will be provided with learning opportunities that allow them to think critically and apply their learning to real-life situations.
- The curriculum will be robust and aligned to state standards.
- Teachers will use teaching strategies and techniques that engage students and address their learning styles.
- The School will administer all state assessments that are designed to measure student mastery of state standards and use results to guide instruction.
- The School will administer baseline assessments to students to identify academic needs in core areas.
- The School will administer the FAST three times per year to monitor student progress in reading.
- The School will administer NWEA online, formative adaptive assessments to measure student progress in math and reading to help educators track academic growth over time and identify unique student learning needs.
- The School leaders will provide training and support for teachers to guide them in how to work with the school's target group of students to meet the state standards.
- The School leaders will provide teachers with opportunities to engage in collaborative planning and review lesson plans on a weekly basis to ensure that lessons are designed to meet state standards.
- The School leaders will collaborate with teachers to analyze student performance data to help drive instruction and to evaluate the effectiveness of the curriculum and instructional practices.
- The School leaders will conduct daily classroom walk-throughs, as well as formal evaluations, to monitor the effectiveness of teachers in delivering engaging lessons that are designed to allow student mastery of state standards.
- The School's Collaborative Problem-Solving Team will implement the RtI process with fidelity in order to meet the needs of students who are not making progress in mastering standards through Tier 1 instruction.
- The Governing Board will support the School in implementing its mission and vision by aligning resources and educational goals; the Board will designate funds to be used to purchase research-based programs to help students master state standards in the content areas.
- Mentors will meet with students monthly to conduct data chats and review the results of assessments that evaluate the student's level of mastery of state standards.

With the combination of technology-assisted instruction, curriculum that is aligned to state standards, research-based instructional programs, and effective instruction, students will be more successful at meeting the state standards. SunEd High's goal, with its blended learning model, is to give students direct experience and exposure to

the many technology applications needed to conduct research, analyze data, and synthesize information. The goal is less emphasis on lecture/discussion/worksheet and more facilitation, more collaboration with other students and teachers, and a shift in attitude as teachers help and encourage students to take more responsibility for their own learning. Students will be able to access help during the onsite course times as they forge their way through a host of core and/or advanced courses to meet the state standards.

Evaluation Criteria: Educational Program Design

Reviewers will look for

- An educational program design that:
  - Is clear and coherent;
  - Is based on effective, experience- or research-based educational practices and teaching methods, and high standards for student learning;
  - Aligns with the school's mission and responds to the needs of the school's target population, and
  - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Notes

Concern was added at 01/14/2026 09:02 AM by Dillon Giorgis

No information about physical education, graduation requirement per 1003.4282

Note was added at 02/03/2026 05:10 PM by Monique Byrd

No mention of any World Language offereing.

Element Review

Rating/Description
Meets the Standard Added by Nicole Marsala at 01/14/2026
Does Not Meet the Standard Added by Dillon Giorgis at 01/14/2026
Meets the Standard Added by Detra Adams at 01/30/2026
Meets the Standard Added by Ann-marie Evans at 02/12/2026
Does Not Meet the Standard Added by Donna Haynes at 02/12/2026
Meets the Standard Added by J.p. Keener at 02/17/2026
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/17/2026

4. Curriculum and Instructional Design

Reviewer Instructions

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.
Statutory Reference(s):
s. 1002.33(6)(a)2.; s. 1002.33(6)(a)4.; s. 1002.33(7)(a)2.; s.1002.33(7)(a)4.
A response that meets the standard will present a curriculum plan that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Form Result

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level. In particular, describe the mathematics curriculum and differentiated strategies that will be used for students performing at grade level or higher and a separate mathematics curriculum and strategies for students who are performing below grade level.

Enter description here

Core Academic Areas – Preparing Students to Achieve Florida Standards

SunEd High will provide each student with high quality education aligned with the B.E.S.T. Standards for English Language Arts and Mathematics (as well as Civics and Government as applicable) and the Next Generation Sunshine State Standards for Science and Social Studies.

SunEd High will also provide the following services to prepare students to achieve the Florida standards:

- Counseling for students to address social issues that might be prohibiting that student from learning;
- Instruction and training on valuable life management skills;
- Preparation for higher education opportunities by teaching a student how to learn, by enhancing their technology skills, and by equipping that student with vital life management skills and career opportunities.

Teachers will utilize a blended-learning approach to fulfill the School's educational mission and meet state standards through the following approaches:

- Technology-driven learning - A digital curriculum will be utilized that focuses on meeting academic goals to ensure self-paced, individual academic progress
- Teacher-directed instruction - Teachers will support, encourage and facilitate students' ongoing success by teaching core academics, social skills and problem-solving skills to help alleviate external circumstances that hinder learning. Flexible grouping such as small group, whole group, and individualized instruction, will allow optimum support.

The Edmentum digital curriculum will be used to deliver instruction to meet the standards and challenge each student. *The curriculum* is accredited by Cognia and will be used to provide rigorous, standards-based comprehensive courses and tutorials to support student achievement. The comprehensive courses in math and English language arts cover the full breadth and depth of the newest college and career readiness standards. Courses are designed to ensure that the rigorous material required to meet the state standards is accessible to all students. The courses are designed to increase student engagement and success, and support highly diverse populations.

To summarize, SunEd High will offer students a "blended" learning program that utilizes a digital curriculum as well as paper-based programs and materials. Students will participate in both online and teacher-directed instruction to acquire the necessary skills and standards to earn credits. Teachers will utilize research based instructional programs, combined with computer-based supplementary programs, to teach content area courses. The curriculum selected by SunEd High will meet the needs of all students--from high achieving to struggling students. Teachers will assess students on an ongoing basis to determine whether students are mastering standards. School leaders will work with teachers to analyze student performance data to provide differentiated instruction. Students who continue to struggle will be provided with additional small group or individualized instruction using tiered interventions. Research-based materials, appropriate methods and techniques, and

additional time will be provided for students who demonstrate a lack of progress. The curriculum, instructional techniques, methods for providing differentiated instruction, and strategies for assisting students who are performing below grade level are described below.

Core Academic Areas – Curriculum and Instruction

English Language Arts (ELA) - Curriculum and Instructional Strategies

The purpose of the English language arts program is to provide instruction for mastery of the Language Arts Florida Standards (LAFS) and to prepare students for graduation and post-secondary studies or careers. Four credits in English language arts are required for graduation. The HMH Edmentum digital curriculum will be used as the core ELA curriculum at SunEd High. This digital curriculum provides students with courses in English Language Arts that are aligned to the Florida B.E.S.T. Standards for ELA.

Edmentum incorporates highly interactive multimedia, challenging lessons, real-life scenarios, and guiding prompts. Students observe, inquire, create, connect, and confirm to deepen their understanding. To complement the digital curriculum and develop a deeper understanding of course content, SunEd High will provide students with small group or one-on-one instruction within the Computer Learning Lab. Certified teachers will continuously monitor student engagement in the digital lessons and provide instruction and clarifications as needed.

To supplement the ELA curriculum, all students will be required to complete lessons in IXL Language Arts for 20-30 minutes daily. This additional digital program is designed to support all students, regardless of their performance level, to increase their literacy skills. Students complete the IXL Language Arts Diagnostic assessment to determine their current performance level in reading and writing skills. The results identify strengths and areas for growth, providing personalized skill recommendations so students can begin practicing at the appropriate level for their individual needs. As IXL is an adaptive learning program, students at all levels will continue to increase their learning whether they are working below grade level, at grade level, or above grade level.

Upon a student's entry to SunEd High, students will take the NWEA assessment to determine a baseline level. This assessment can be administered throughout the year to determine student progress. The school will also diagnose students' foundational reading skills using the HMH Code Placement Assessment (CPA). Each identified struggling reader will be provided with intensive reading instruction that best fits his or her needs. Students who score at a Level 3 or above on the FAST ELA and are performing at or above grade level will have opportunities to enroll in advanced ELA courses through the Edmentum curriculum. A certified reading teacher will provide additional support to these students to ensure they continue accelerating their learning.

Reading - Curriculum and Instructional Strategies

At SunEd High, the primary focus of the instructional program will be reading. Students who score at Levels 1 or 2 on the FAST ELA will be enrolled in an Intensive Reading course. The goal of the Intensive Reading course is to provide instruction that enables students to develop and strengthen reading comprehension of complex grade level texts and develop independent cognitive endurance while reading. Other goals include a focus on understanding vocabulary in context, analysis of affix

meanings in academic terminology, recognizing various rhetorical structures, identifying main idea, inferences, purpose, and tone within texts. SunEd High will monitor the progress of students throughout the year to appropriately plan for subsequent instruction and ensure student learning over time.
SunEd High will use the HMH Read 180 Program as the core intensive reading curriculum. For students who need more intensive reading support, the School will use HMH Code. Intensive Reading classes will consist of 90 minutes of instruction every other day (per the School's block schedule). In addition to the online intensive reading programs used by the School, reading-certified teachers will provide high quality instruction in the Intensive Reading classes that incorporate strategies grounded in the Science of Reading research. Teachers will utilize a variety of instructional models, methods, and strategies that include the following:

- close reading strategies
- explicit vocabulary instruction
- choral reading
- partner reading
- teacher modeling of instructional practices
- guided student practice and application with feedback
- timed oral reading for fluency building
- flexible decoding strategies - examine letters and patterns in words for student requiring foundational reading instruction
- questioning related to important parts of passages
- story maps, Venn diagrams, webbing, graphic organizers
- scaffolding
- reciprocal teaching
- visualization

Writing will be incorporated during reading instruction using strategies that include the following:

- reader response logs
- two-column notes
- perspective journal entries
- authentic writing
- quick writes
- mapping
- summary maps
- essays
- opinions
- compare and contrast
- journal entries
- summarizing
- learning logs
- writing peer responses

MATHEMATICS - Curriculum and Instructional Strategies

The purpose of the mathematics program is to provide instruction for mastery of the B.E.S.T. Standards in Mathematics and to prepare students for graduation and post-secondary studies or careers. Four credits in mathematics are required for graduation. The Edmentum digital curriculum will provide students in grades 9-12 with courses in mathematics that are aligned to the B.E.S.T. Mathematics Standards. The Edmentum curriculum incorporates highly interactive multimedia, challenging lessons, real-life scenarios, and guiding prompts. Students observe, inquire, create, connect, and confirm to deepen their understanding. To complement the digital curriculum and develop a deeper understanding of course content, SunEd High will provide students with small group or one-on-one instruction within the Computer Learning Lab. Certified teachers will continuously monitor student engagement in the digital lessons and provide instruction and clarifications as needed. Additionally, students will be scheduled to participate in direct instruction math lessons that are provided in classrooms by certified math teachers

SunEd High will provide quality instruction and focus on mastery of state standards. Teachers will reinforce mathematical terminology, real world applications of mathematical concepts, and organization/visualization of mathematical concepts. Math classes will have word walls, anchor charts, interactive whiteboards, and a mathematics software program. Students will be required to keep math journals to reinforce their learning. Struggling students will receive the additional time and support needed to be successful. Teachers will use peer tutoring, cooperative groups, and one-to-one tutoring to help strengthen students' areas of weakness. Mastery of the B.E.S.T. Standards in Mathematics will be monitored through ongoing formal and informal assessments.

To supplement the mathematics curriculum, all students will be required to complete lessons in IXL Mathematics for 20-30 minutes daily. This additional digital program is designed to support all students, regardless of their performance level, to increase their mathematics skills. Students will complete the IXL Real-Time Diagnostic assessment to determine their current performance level. The assessment adapts to each student’s responses, identifying their strengths and areas for growth. Based on the results, IXL provides personalized skill recommendations and continuously updates their learning path as they practice, ensuring instruction is targeted to each student’s individual needs. As IXL is an adaptive learning program, students at all levels will continue to increase their learning whether they are working below grade level, at grade level, or above grade level.

Students who score at Level 1 or 2 on the Algebra 1 FSA EOC will be enrolled in an Intensive Math course as an additional component to the online course. A math-certified teacher will provide instruction to assist students in mastering skills and concepts necessary to pass the Algebra 1 EOC. The IXL Mathematics program will be used to provide teacher-directed instruction to students in the Intensive Mathematics course. Additionally, Gizmos will be used to help students develop a greater understanding of mathematics concepts and skills. The teacher may also use supplementary materials from Edmentum to reinforce math basis skills and algebra. Instruction will be aligned to the B.E.S.T. Standards in Mathematics.

Students who are performing at or above grade level in mathematics will have opportunities to enroll in advanced mathematics courses through the Edmentum

curriculum. A math certified teacher will provide support to these students to ensure they continue accelerating their learning and proficiency in mathematics.

Science - Curriculum and Instructional Strategies

The purpose of the science program is to provide students with a broad knowledge of scientific concepts and establish a solid foundation for students to pursue post-secondary education. The Next Generation Sunshine State Standards will be covered to prepare students for the required End-of-Course Exam. Students are required to complete a minimum of three credits in high school science for graduation. The Edmentum curriculum will provide students with courses aligned to the NGSSS in Science.

In addition to the Edmentum curriculum, teachers will use Gizmos to assist students in mastering the science standards. Gizmos incorporate highly interactive multimedia, challenging lessons, real-life scenarios, and guiding prompts. Students observe, inquire, create, connect, and confirm to deepen their understanding.

Students will receive direct instruction from certified science teachers within the Computer Learning Lab. All students who are taking Biology will be required to participate in direct instruction to become better prepared for the End-of-Course Exam. Students will be engaged in science inquiry, constructing an understanding of science concepts through investigations and analyses using laboratory equipment. Teachers will instruct students on the need for safety and use appropriate safety measures, protocols, precautions, and procedures when conducting experiments. Teachers will ask questions designed to stimulate higher-order thinking by students and will promote discussion about increasingly complex concepts. Questions will also be asked that require students to take positions on issues or problems, support their conclusions, and look at issues from multiple perspectives. Students will evaluate sources, consider multiple points of view, and use scientific evidence to support a hypothesis. Students will be asked to make comparisons, draw analogies, apply knowledge to given data, and apply scientific analysis.

Social Studies - Curriculum and Instructional Strategies

The purpose of the social studies program is to prepare students to be knowledgeable, informed, and active citizens in an increasingly diverse community, nation, and interdependent world. The program is also designed to promote civic competence and ensure that values that have shaped our democratic nation are instilled in students. Students will be required to complete three credits of social studies to fulfill graduation requirements. The social studies curriculum will be aligned to the Next Generation Sunshine State Standards. *The Edmentum* curriculum will provide students in grades 9-12 with courses aligned to the NGSSS.

The Edmentum curriculum, instruction will focus on having students read complex texts, answer text-specific complex questions, conduct extensive research, and engage in different writing opportunities. Direct instruction teachers will develop a timeline for instruction to ensure that all state standards are addressed. Teachers will use instructional strategies that help students gain a deeper understanding of the material and allow them to retain and apply skills and knowledge. Teachers will emphasize important concepts, review case studies and current events, and apply learning to real-life situations. Teachers will engage students in inquiry and problem solving about significant human issues and increase student decision-making and participation in school and in wider social, political, and economic affairs. Lessons

will be designed to teach students to effectively analyze historical evidence, use resources effectively, detect potential bias in resources due to cultural influences, and argue empathetically. A variety of instructional resources will be used to support student achievement that include, but are not limited to, newspapers, articles, videos, and online resources. Assessments will be administered to evaluate students' progress in mastering standards and to guide instruction based on results.

Differentiated Instruction

Utilization of data to support student learning will be a high priority at SunEd High. Data-driven, differentiated instruction is critical to improved student achievement. SunEd High aims to make learning progress with its student population which is comprised primarily of Level 1 and 2 students, many of which may have been out of school for some time. At SunEd High, student performance data will be carefully analyzed to make instructional decisions. SunEd High will develop a system of gathering and disseminating student performance data throughout the year, to improve delivery of instruction and to meet each student's learning needs through differentiated instruction. The School will use a variety of assessments to analyze data, track academic performance, and drive instructional decisions. To ensure students are provided with personalized instruction in reading and math, the School will use student adaptive digital programs that allow students to work at their own level as determined by an initial diagnostic assessment. Content certified teachers will also provide small group instruction to address skills deficits. For students who are performing at or above grade level, the Edmentum curriculum will offer advanced courses.

Formative and summative assessments will generate a range of data about student learning and teaching effectiveness. The principal at SunEd High will ensure that instructional staff are trained in the analysis and interpretation of student performance data, and on using the data to develop differentiated lessons for groups of students. The principal will meet with teachers monthly to review student data and make curricular decisions. The principal will review lesson plans on a weekly basis to ensure that teachers are planning differentiated lessons for students based on needs and will conduct weekly classroom walkthroughs to ensure that instruction is differentiated for students based on their academic needs. Teachers will be required to plan lessons that include student-centered activities and tasks that address different levels of performance--whether they are performing on grade level, above grade level, or below grade level. A variety of strategies, activities, and materials will be used to provide differentiated learning experiences for students during teacher-directed instruction in the content areas.

All students at SunEd High will be engaged in and benefit from the curriculum, including students who qualify for the Exceptional Student Education (ESE) program, English Language Learners (ELLs), and students who enter the school below grade level. It is anticipated that most students who enroll at SunEd High will be performing below grade level in all core areas. The results of the students' most recent standardized assessments in all content areas, as well as students' academic records, will be analyzed. Additionally, baseline scores will be obtained by administering NWEA assessments to all students upon entrance to the School. SunEd High will use a myriad of data to determine the academic needs of students and provide instruction as needed. Parents will be notified of their child's academic levels

at the time they arrive at SunEd High, and throughout the year, to ensure they are providing support and guidance to the student in partnership with the School. Students who arrive at the School working below grade level will be able to proceed at the appropriate level through the proper placement and the use of the Read 180 curriculum, Code (a part of Read 180), and the scaffolding and support provided by the Intensive Reading teacher.

Multi-Tiered System of Supports

SunEd High will implement the Multi-Tiered System of Supports/Response to Intervention (MTSS/RtI) framework, a problem-solving approach that integrates instruction and intervention into the school day for those students in need of academic or behavioral growth and change. The MTSS/RtI process is evidence-based and tiered in intensity, as dictated by real-time data. SunEd High will form a Collaborative Problem Solving (CPS) Team to monitor the implementation of the system. The goal of MTSS/RtI is to provide research-based instruction/intervention to any student who is struggling academically or who needs help developing appropriate behaviors. The intensity of the intervention is defined in tiers. SunEd High recognizes that MTSS/RtI is not a specific curriculum or program. Rather, it is a framework for promoting access to high-quality core instruction and providing increasingly intensive educational (or behavioral) interventions in a timely manner for students who struggle in core instruction, referred to as Tier 1 instruction.

Tier 1 addresses the needs of most students and delivers high quality instruction that is culturally and linguistically responsive to the student population. For students who demonstrate the need for additional support, more intensive, targeted services will be provided (Tier 2 and Tier 3 interventions). The effectiveness of these additional supports will be monitored frequently by the Collaborative Problem Solving (CPS) Team to determine whether (a) the intervention is working and is no longer needed, (b) the intervention is working and should be continued, or (c) the intervention is not working and, therefore, a different (and perhaps more intensive) intervention should be implemented. The School will use data to guide these decisions. SunEd High believes that it is important to consider the unique school culture and contextual factors and their influence on the development of a tiered intervention framework. The CPS Team will determine the scope and focus of the School's tiered intervention initiatives. The School may have a specific focus for MTSS/RtI such as increasing student attendance, increasing literacy skills, and improving grades or test scores.

The development of a strong Tier 1 core program is of paramount importance at SunEd High. The School will emphasize alignment of instruction with state standards using the Edmentum curriculum. All students scoring Level 1 or 2 on the grade 10 FAST ELA will be enrolled in an Intensive Reading course using Read 180 as the core curriculum. Students who are not performing at significantly lower levels in reading, or not making adequate progress, will receive more intense intervention using the Code program (part of Read 180).

Students scoring Level 1 or 2 on the Algebra 1 EOC will be enrolled in an Intensive Mathematics course using IXL Mathematics as the core curriculum. Students who are not making progress will receive more intense intervention using Gizmos math lessons assigned by the teacher. A certified math teacher will provide intensive math instruction in small groups or one-on-one.

Parents/guardians will be expected to participate in the MTSS process to assist their students in making progress. SunEd High's goal is that students will make at least a year's growth by the end of one school year, but the School will strive to accelerate students learning by more than one year as many of the students will arrive at the School with performance levels that are several years below grade level.

B.

- If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject and the rationale for each. Include as Attachment C, a sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.
- If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.
- Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Include the school's reading curriculum as Attachment D.

Enter content here

SunEd High's curricular choices and rationale for each selection are described below. Samples of the scope and sequence for each core subject are included as Attachment C.

ENGLISH LANGUAGE ARTS

Core Curriculum: HMH Edmentum

Rationale: The Edmentum digital curriculum offers personalized learning paths for ALL students while addressing rigorous standards and assessment requirements. Embedded scaffolds and supports make rigorous content accessible so all students can succeed – regardless of their level of academic readiness. Students confirm understanding through prescriptive, formative, and summative assessments, as well as through an extensive array of instructional activities. The program offers targeted instruction, practice and review designed to build students' communication and reading comprehension skills. Students engage with the content in an interactive, feedback-rich environment as they progress through Florida Standards-aligned modules. Reading comprehension lessons strengthen students' critical analysis skills as they study how nonfiction and literature can be used to share ideas. Writing lessons combine free response exercises with drafting strategies and exemplars to help students communicate clearly and credibly in narrative, argumentative, and explanatory styles.

Supplementary Curriculum: IXL Language Arts

Rationale: IXL Language Arts uses real-time diagnostics and analytics to identify what a student knows and doesn't know, then recommends skills accordingly. The content aligns with state standards. Teachers get detailed reports which help them differentiate instruction. Students get immediate feedback when they answer a question. Because the system adapts, students can build foundational skills before advancing. Language arts content is provided across all grade levels (from pre-K through high school).

INTENSIVE READING

Core Curriculum: HMH Read 180 and The Code

Rationale: HMH Read 180 uses adaptive software that adjusts to each student's individual needs and reading level, providing targeted support and practice. The program includes explicit and systematic instruction in phonics, phonemic awareness, fluency, and comprehension. Read 180 is grounded in research and has been shown to help struggling readers make significant gains in reading proficiency. The student application provides personalized learning paths, practice activities, and immediate feedback. Teachers monitor student progress through data reports and adjust instruction as needed. As a student demonstrates mastery in *Read 180,* the selections presented will have richer academic vocabulary, higher word counts, and deeper examinations of topics and themes. For students who require support, the program provides personalized scaffolds that help students engage with challenging texts rather than avoid them. A component of the READ 180 program is called **The Code.** This portion of the curriculum teaches students how the *code* of written English works (letters, sounds, phoneme-grapheme mapping, decoding) before they progress to fluent reading and deeper comprehension. The Code

aligns with evidence from the science of reading that systematic phonics instruction is critical for struggling readers.

MATHEMATICS

Core Curriculum: HMH Edmentum

Rationale: The Edmentum digital curriculum offers personalized learning paths for ALL students while addressing rigorous standards and assessment requirements. In mathematics, students can work through modules at their conceptual level (e.g., algebra, geometry) with scaffolding built in, which helps when students have gaps in their knowledge. Interactive tools in digital math allow visualization of abstract concepts which supports deeper understanding. Because students can skip or remediate based on diagnostic results, math teachers can spend more class time on applications, problem‑solving, and group work rather than reteaching basic procedural skills.

Supplementary Curriculum: IXL Math, Gizmos (math)

Rationale: IXL Math provides skills instruction in mathematics that ranges from pre-K through high school (Algebra, Geometry, etc.). The program fills gaps in students' knowledge so that they can continue learning new skills. Students can work on foundational math skills or remediate before advancing. Students get immediate feedback and step-by-step solutions to problems when they answer incorrectly. **Gizmos** (by Explore Learning) supplements the math curriculum by helping students grasp abstract concepts through simulations and real-world problems. The program helps differentiate learning for students. The lessons are engaging and help students move from rote memorization to conceptual, application-based thinking.

SCIENCE

Core Curriculum: HMH Edmentum

Rationale: The Edmentum digital curriculum offers personalized learning paths for ALL students while addressing rigorous standards and assessment requirements. The science curriculum includes simulations, interactive lab‑style activities, virtual experiments which are especially valuable when physical lab resources are limited. Science has large conceptual units (e.g., cell biology, chemical reactions, physics principles, Earth systems); the adaptive design of the platform supports students to review underlying concepts before moving into more advanced ones. Immediate feedback and interactive visuals help students form accurate mental models (important in science where misconceptions are common).

Supplementary Curriculum: Gizmos (science)

Rationale: Gizmos provide students with interactive simulations where they can tweak variable, watch results, make predictions, observe outcomes and deepen their conceptual understanding. Classes with limited lab equipment can use Gizmos as a virtual lab alternative or supplement. The program is beneficial for students who struggle with heavy texts. The interactive and visual nature helps reduce reliance solely on complex science text.

SOCIAL STUDIES

Core Curriculum : HMH Edmentum

Rationale: The Edmentum digital curriculum offers personalized learning paths for ALL students while addressing rigorous standards and assessment requirements. In social studies (history, geography, civics), the curriculum engages students with interactive timelines, maps, and primary source explorations. The multimedia format helps bring content to life. Because social studies often requires reading, comprehension, and analysis, the digital format provides scaffolding (glossary, click to speak, annotation) which supports learners who struggle with reading or language. The self paced model allows students who are interested or advanced to explore deeper topics (e.g., advanced government, comparative politics) while others can strengthen foundational knowledge (e.g., world history eras, geography skills).

- **Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Include the school's reading curriculum as Attachment D.**

The primary focus at SunEd High is reading. The school will follow the Broward County Comprehensive Research Based Reading Plan (CRRP) to ensure that all students are provided with instruction that meets their individual needs. The CRRP outlines in detail a comprehensive and systematic design for instruction to support reading/literacy learners who are below level, on level, and above level including recommended before, during, and post-reading instruction, strategies for differentiating reading instruction, and assessment. In adherence to the CRRP, SunEd High will provide reading instruction to students at the appropriate level. A summary of the reading program is included as Attachment D.

In addition to providing quality instruction using research-based programs and effective strategies, SunEd High will promote reading by developing a school-wide campaign that encourages reading. Bulletin boards will highlight novels that are appropriate for each month of the year. Direct instruction classrooms will have leveled, high interest reading materials on bookshelves for students, and there will be a print-rich environment in all classrooms and throughout the school.

As part of its efforts to increase students' reading skills, SunEd High will require all students to spend a minimum of 30 minutes per day working on HMH Read 180 lessons, a research-based, supplementary online reading program. Students will be required to complete a minimum number of lessons per session. During the Read 180 dedicated time, the school will make the online curriculum inaccessible to ensure that students are completing their minimum required lessons. Mentors will receive a report for each student on a weekly basis that shows how many lessons were completed by students and the results of assessments. This information will be used

during student data chats and used by teachers to target students who need more assistance.

It is anticipated that most of the students who enroll at SunEd High will arrive with state assessment reading scores of Levels 1 or 2. Students who have Level 1 or 2 scores will be enrolled in an Intensive Reading course. The purpose of this course is to provide instruction that enables students to accelerate the development of reading and writing skills and to strengthen those skills so they can successfully read and write grade level text independently. Instruction will focus on reading comprehension, writing fluency, and vocabulary study using a variety of literary and informational texts encompassing a broad range of text structures, genres, and levels of complexity. Students enrolled in the course will engage in interactive text-based discussion, question generation, and research opportunities. They will write in response to reading and cite evidence when answering text dependent questions orally and in writing. The course will provide extensive opportunities for students to collaborate with their peers. Scaffolding is provided as students engage in reading increasingly complex text. The research-based program that will be used for teacher-directed instruction in the Intensive Reading course is Read 180.

The Intensive Reading teacher will use strategies that are grounded in the Science of Reading research which shows that explicit instruction in decoding leads to better readers. The research states that to develop as readers, students need instruction in the foundational skills to decode text and comprehension skills to make meaning of text. The intensive Reading course will include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. The reading teacher will not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading.

Students who struggle to make progress in the Intensive Reading course will be referred to the School's Collaborative Problem-Solving Team. The Team will implement the District's Multi-Tiered System of Supports and Response to Intervention (MTSS/RtI) framework. The multi-tiered approach to providing services and interventions to students at increasing levels of intensity is based on progress monitoring and data analysis. Problem solving at all tier levels is a cyclical process that involves analyzing the data to identify the problem and determine why the problem is occurring, implementing an instructional plan to target specific differentiated student needs, and evaluating the plan to ensure effective response to the intervention.

Tier 1 literacy instruction at the secondary level includes English language arts and literacy in social studies, science, and technical subjects. At SunEd High, Tier 1 instruction in English language arts will consist of a combination of digital and teacher-directed instruction. The digital curriculum will be the *Edmentum* program as well as the *Read 180* supplementary reading program. All students will be required to complete a specified number of lessons per day on *Read 180* during a dedicated time of the day. At SunEd High, all students will be provided with teacher directed differentiated instruction to support student mastery of the ELA B.E.S.T. standards.

Daily reading intervention (Tier 2 and Tier 3) for secondary students includes whole group explicit instruction from the Comprehension Intervention Reading Program (CIRP) and complex informational and non-fiction texts aligned with the complexity of text as identified for each grade level. It also includes small group, differentiated

instruction, independent reading practice monitored by the teacher, and instruction in the state standards. Students assigned to Tier 2 will receive additional small-group instruction, for a specified amount of time each week, using the Read 180 program. Students assigned to Tier 3 will receive additional instruction, in smaller groups, or one-on-one, for a specified amount of time that exceeds the amount provided for Tier 2 students, using the HMH The Code (part of Read 180).
Although it is expected that most students at SunEd High will be required to enroll in the Intensive Reading course, there will be students who have achieved a Level 3 or higher on the state assessment or who have passed an alternate assessment. SunEd High will work with these students to ensure that they continue making progress in reading. Through the Read 180 program, they will continue to make progress at their level each day. Teachers will monitor Read 180 reports to ensure students are making continual progress at grade level or higher.

Attachment C: Sample curriculum scope and sequence

C English 2 Scope and Sequence.pdf
1011.55 KB • Added 3 months ago

Attachment D: School's reading curriculum

D Reading Curriculum-Read 180 Description (1).pdf
1.69 MB • Added 3 months ago

C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

Enter content here

SunEd High will focus on ensuring that students master the standards that are mandated by the State of Florida to help the school's target population graduate from high school. Additionally, the School will offer Career & Technical Education (CTE) courses in high-demand areas for student who wish to pursue industry certification in selected fields. Industry certification opportunities will be available to students in the following career fields: Emergency Medical Responder; Medical Office Administrative Assistant; Certified Nursing Assistant; Medical Lab Assistant; EKG/ECG Technician; Dental Assistant; Daycare Worker; Early Childhood Associate; Child Care Worker; Bank Teller; Cyber Security Specialist; and Legal Administrative Specialist. Each of these courses includes standards that meet industry requirements.

D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

Enter content here

SunEd High's curriculum is founded on research and is designed to address the needs of its target population – at risk students who have dropped out of school or are in danger of dropping out. SunEd High will provide a blended model of instruction that uses a digital curriculum to provide instruction in all core areas. Research has shown that online programs have been beneficial for the student population that will be served by SunEd High. *Promising Practices in Online Learning- Using Online Learning for At-Risk Students and Credit Recovery* (Watson and Gemin, 2008), a series of white papers published by the nonprofit organization iNACOL, the International Association for K–12 Online Learning, explores some of the key trends and issues in online learning. The first paper, *Blended Learning: The Convergence of Online and Face-to-Face Education,* covers the increasing use of online courses in brick-and-mortar classrooms in a "blended" or "hybrid" model. In *Using Online Learning for At-Risk Students and Credit Recovery* , the focus is on how online learning is being used to address one of the major issues facing high schools today: serving at-risk students and keeping them on track to graduate. The studies conducted in each of these schools and districts found the following key lessons were demonstrated by using online programs:

- Motivating students who have failed in the traditional classroom setting is a key to success for a credit recovery program. The flexible and self-paced nature of online courses can motivate students.
- Online courses can be more engaging to some students than traditional face-to-face classes.
- Diagnostic testing that allows students to demonstrate mastery of the elements of a subject, and to move on to the parts of the course that they need to focus on, keeps students engaged.
- The self-paced aspect of online courses is particularly valuable to at-risk students, who may associate education with difficulties and stress, compounded by learning deadlines imposed by arbitrary calendars or school hours.
- The blended approach is important because it provides expanded student support and face-to-face contact.
- The online component provides 21st century skills to a group of students who often have less than average exposure to computers and technology.

Research on HMH Edmentum:

SunEd High will be using the *Edmentum* digital curriculum to provide online instruction for students in all content areas as well as electives. *Edmentum* courses range from intensive remediation to advanced placement. Extensive guided practice in building academic skills is included in the *Edmentum* curriculum based on an analysis of requirements in national and state curriculum standards and tests backed up rigorous and ongoing research. The latest research may be found at Research & Impact | Edmentum.

While SunEd High will be using Edmentum, which is one of the most extensively researched based online curricula available, the School will be using additional research-based programs and computer-based supplementary programs. All programs selected by the School are based on research and add a great deal to the core curriculum; they allow the School to meet the students' needs more fully and

richly. These additional sources include, but are not limited to, the following: *Read 180 and Core* (reading) *and IXL* (language arts and math), and Gizmos (Science and math). mathematics, science, and social studies). Numerous research studies have been conducted on these programs and have yielded positive results.

Research on Read 180:

During the 2011-2012 school year, Miami-Dade County Public Schools conducted an independent analysis of interventions used within their district. The analysis examined students in grades 3 through 10 at all levels of ability. The analysis was conducted to determine the effectiveness of programs in improving students' reading and/or math FCAT scores. The results showed that *Read 180* had a significant positive effect on students of all ability levels and at all grade levels. This report was also conducted for the 2010-2011 school year with nearly identical results leading M-DCPS to state that *Read 180* was found to have a consistent beneficial impact on the achievement of the students who used the program. Studies from the What Works Clearinghouse (WWC) show READ 180® was found to have positive effects on comprehension and general literacy achievement and potentially positive effects on reading fluency – see studies at WWC | READ 180®.

The programs and materials that will be utilized by SunEd High will provide opportunities to fulfill the school's mission and offer students a blended approach to instruction. Educational curriculum, resources, and lessons will be delivered through online sources as well as by teachers through a variety of research-based instructional strategies, utilizing the ones that may best meet the specific needs of that individual student. Instructional team members will provide student mentoring to further track each student's academic performance and progress toward meeting graduation requirements. SunEd High's main priority is to teach students to read on grade level and graduate from high school.

Attach any files as evidence (optional)

E. Describe proposed curriculum areas to be included other than the core academic areas.

Enter description here

In addition to completing all core course requirements for high school graduation, students who have earned Level 1 or Level 2 on the FAST ELA and/or EOC Algebra will be enrolled in an Intensive Reading and/or Intensive Math course.

SunEd High will offer an extensive list of high school elective courses through the *Edmentum* curriculum. Students will receive support in completing these courses from certified teachers in their learning labs. Electives offered by Edmentum include CTE courses, as well as a variety of courses in fine arts, humanities, health, science, world languages, finance, life skills, and more. Edmentum's extensive library of courses is located at Curricula Catalog | Edmentum.

SunEd High will offer students an opportunity to complete career and elective courses through eDynamicLearning, a digital curriculum that provides courses in high demand career fields that lead to industry-recognized certifications. The following options will be available for students:

Career Academy/ Course #	Courses	Number of Courses	Industry Certifications
8417110 Sem 1	Health Science Foundations 1A - Introduction	6	**Mini Certification** - -NCHSE Foundations of Healthcare Professions -NCHSE Human Structure, Function, Disease A & B **Industry Certification –** -National EMS Education Standards -NREMT Emergency Medical Technicians Psychomotor Examination -NOCTI Therapeutic Services
8417110 Sem 2	Health Science Foundations 1B – Professional Responsibilities		
	Option 1 -Medical Terminology 1A		
	Option 1 -Medical Terminology 1B		
8417100 Sem 1	Option 2 – Anatomy and Physiology 1A		
8417100 Sem 2	Option 2 – Anatomy and Physiology 1A		
8417171 Sem 1	Emergency Medical Responder – Introduction 1A		

8417171 Sem 2	Emergency Medical Responder – Ready for Action 1B		
8417110 Sem 1	Health Science Foundations 1A	6	**Mini Certification** - -NCHSE Foundations of Healthcare Professions -NCHSE Human Structure, Function, Disease A & B **Industry Certification –** -AAMA Certified Medical Assistant (CMA) -NHA Certified Clinical Medical Assistant (CCMA) -NCCT National Certified Medical Assistant -NOCTI Medical Assisting
8417110 Sem 2	Health Science Foundations 1B		
	Option 1 -Medical Terminology 1A		
	Option 1 -Medical Terminology 1B		
8417100 Sem 1	Option 2 – Anatomy and Physiology 1A		
8417100 Sem 2	Option 2 – Anatomy and Physiology 1A		
MEA 0002 Sem 1	Medical Assistant – Introduction 1A		
MEA 0002 Sem 2	Medical Assistant – Medical Assisting in Action 1B		
	Option 1 – Principles of Business Marketing Finance 1A	6	**Mini Certification** – -ASK Fundamental Business Concepts **Industry Certification –** -Certified Medical Administrative Assistant (CMAA) -National Certification Medical Office Assistant (NCMOA) -NOCTI Administrative Services (Pathway
	Option 1 – Principles of Business Marketing Finance 1B		
	Option 2 – Business Information Management 1A		
	Option 2 – Business Information Management 1B		

8212201 Sem 1	Medical Office Administration – Introduction 1A		Assessment) -NOCTI Business Information Processing (Job Ready Assessment)
8212201 Sem 2	Medical Office Administration – Vital to the Front Office 1B		
8207310 (1.0)	Touch Systems Data Entry – Keyboard like a pro		
8417110 Sem 1	Health Science Foundations 1A	6	**Mini Certification** - -NCHSE Foundations of Healthcare Professions -NCHSE Human Structure, Function, Disease A & B **Industry Certification –** -AMCA Nursing Assistant Certification -NHA Certified Patient Care Technician (CPCT)
8417110 Sem 2	Health Science Foundations 1B		
	Option 1 -Medical Terminology 1A		
	Option 1 -Medical Terminology 1B		
8417100 Sem 1	Option 2 – Anatomy and Physiology 1A		
8417100 Sem 2	Option 2 – Anatomy and Physiology 1B		
8417211 Sem 1	Nursing Assistant Introduction 1A		
	Nursing Assistant Patient Care 1B		
8417110 Sem 1	Health Science Foundations 1A	8	**Mini Certification** - -NCHSE Foundations of Healthcare Professions -NCHSE Human Structure, Function, Disease A & B **Industry Certification –**
8417110 Sem 2	Health Science Foundations 1B		
	Option 1 -Medical Terminology 1A		

	Option 1 -Medical Terminology 1B		-NOCTI Diagnostic Services
8417100 Sem 1	Option 2 – Anatomy and Physiology 1A		
8417100 Sem 2	Option 2 – Anatomy and Physiology 1B		
8417201 Sem 1	Medical Lab Assisting 1A - Introduction		
8417201 Sem 2	Medical Lab Assisting 1B – Medical Lab Safety and Procedures		
8417202 Sem1	Medical Lab Assisting 2A – Blood and Point of Care Testing		
8417202 Sem 2	Medical Lab Assisting 2B – Immunology, Urinalysis, and Forensics		
8417110 Sem 1	Health Science Foundations 1A	8	**Mini Certification** -
8477110 Sem 2	Health Science Foundations 1B		-NCHSE Foundations of Healthcare Professions
	Option 1 -Medical Terminology 1A		-NCHSE Human Structure, Function, Disease A & B
	Option 1 -Medical Terminology 1B		**Industry Certification –**
8417100 Sem 1	Option 2 – Anatomy and Physiology 1A		-National Center for Competency Testing National Certified ECG Technician (NCET ECG)
8417100 Sem 2	Option 2 – Anatomy and Physiology 1B		-NOCTI Diagnostic Services

8427130 Sem 1	Medical Diagnostic Technology Introduction 1A		-National Healthcareer Association Certified EKG Technician (CET)
8427130 Sem 2	Medical Diagnostic Technology Exploring Systems and Procedures 1A		
8417161 Sem 1	EKG Technician 1A Introduction		
8417161 Sem 2	EKG Technician 1B Analysis and Responses		
8417110 Sem 1	Health Science Foundations 1A - Introduction	8	**Mini Certification** - -NCHSE Foundations of Healthcare Professions -NCHSE Human Structure, Function, Disease A & B **Industry Certification –** -NCHSE Dental Science I -NCHSE Dental Science II -NOCTI Dental Assisting
8417110 Sem 2	Health Science Foundations 1B – Professional Responsibilities		
	Option 1 -Medical Terminology 1A		
	Option 1 -Medical Terminology 1B		
8417100 Sem 1	Option 2 – Anatomy and Physiology 1A		
8417100 Sem 2	Option 2 – Anatomy and Physiology 1B		
DEA0725 Sem 1	Dental Assistant 1A - Introduction		
DEA0725 Sem 2	Dental Assistant 1B – Principles of Clinical Dentistry		
DEA0726 Sem 1	Dental Assistant 2A – Infection Prevention and Pharmacology		

DEA0726 Sem 2	Dental Assistant 2B – Exploring Specialized Areas of Dentistry		
8405110 Sem 1	Early Childhood Education 1A Introduction	2	**Industry Certification –** -Childhood Development Associate (CDA) – Center Based Infant Toddler >-Childhood Development Associate (CDA) – Center Based Preschool -Childhood Development Associate (CDA) – Family Childcare -Childhood Development Associate (CDA) – Home Visitor
8405110 Sem 2	Early Childhood Education 1B Developing Early Learners		
8405110 Sem 1	Early Childhood Education 1A Introduction	3	**Mini Certification** – -ServSafe Manager **Industry Certification –** -Childhood Development Associate (CDA) – Center Based Infant Toddler -Childhood Development Associate (CDA) – Center Based Preschool -Childhood Development Associate (CDA) – Family Childcare -Childhood Development Associate (CDA) – Home Visitor
8405110 Sem 2	Early Childhood Education 1B Developing Early Learners		
	Food Safety Practices and Procedures		
8500310	Child Development 1A– Journey Through Childhood	3	**Mini Certification** – -ServSafe Manager

	Child Development 1B- Working with Children		**Industry Certification –** -NOCTI Early Childhood Development & Services, Broad Field Family and Consumer Sciences
	Food Safety Practices and Procedures		
8540360 Sem 1	Principles of Business Marketing Finance 1A - Introduction	4	**Mini Certification** – -ASK Fundamental Business Concepts -MO – 200: Microsoft Excel (Excel and Excel 2019) -MOS Exam 77-727; Excel 2016; Core **Industry Certification –** -NOCTI Business Information Processing (Job Ready Assessment)
8540360 Sem 2	Principles of Business Marketing Finance 1B – Targeting your Business insight		
8500120 (.5)	Personal and Family Finance		
	Excel – Office Fundamental Series		
9001300	Principles of Information Technology 1A - Introduction	6	**Mini Certification** – -CompTIA Fundamentals -iC3 Computing Fundamentals -iC3 Key Applications -iC3 Living Online **Industry Certification –** -CCNA Cyber Ops -CompTIA Security
9001310	Principles of Information Technology 1B – Working with Computers		
9001320	Network Security Fundamentals 1A - Introduction		
9001330	Network Security Fundamentals 1B – Forensics and Permissions		
9001340	Operational Cybersecurity 1A - Introduction		

9001350	Operational Cybersecurity 1B – Security and Planning in the Workplace		
	Option 1 – Principles of Business Marketing Finance 1A	6	**Mini Certification** – -ASK Fundamental Business Concepts **Industry Certification –** -Brainbench Legal Secretarial Skills -NOCTI Administrative Services (Pathway Assessment) -NOCTI Business Information Processing (Job Ready Assessment)
	Option 1 – Principles of Business Marketing Finance 1B		
	Option 2 – Business Information Management 1A		
	Option 2 – Business Information Management 1B		
8212230 Sem 1	Legal Admin Specialist 1A - Introduction		
8212230 Sem 2	Legal Admin Specialist 1B – Taking Care of the Legal Office		
8215130 Sem 1	Business Law 1A - Introduction		
8215130 Sem 2	Business Law 1B – Legal Aspects of Business		

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

Enter content here

The student population at SunEd High will consist primarily of students at risk of not meeting academic requirements or of dropping out. The School's mission is to provide a safe and nurturing learning environment where students will be able to reach their maximum potential. Many of the students in the at-risk, target population have personal challenges in their lives that have prohibited them from succeeding in the traditional school setting. SunEd High's flexible schedule and self-paced online program, combined with individualized attention by staff members, provides at risk students with the best possible opportunity for completing their high school studies. The School will focus on students' academic needs as well as on their social and emotional needs. The School will employ personnel that will work closely with students to meet their unique, personal needs. The leadership will recruit staff members that are not only qualified in their subject areas, but that are dedicated and committed to working with the School's at-risk student population. Based on the School's research on working with this target group, the following systems and structures will be put in place:

- **Mentorship Program** - Each student will be assigned a mentor who will meet with the student on a weekly basis. The mentor will provide support and guidance in academic areas, serve as a role model, offer guidance regarding future endeavors, and assist the student with psychological and/or social needs through proper referrals.
- **Student Graduation Plan** - Each student will have a graduation plan that is developed jointly by the guidance counselor and the student on the first day of school. The plan will be monitored by the counselor and the student's mentor.
- **Group or Individual Counseling** - Each student will be provided with counseling services, either in a group or individually, as needed.
- **Student Skills**: The School will implement the Resiliency Florida, a program that empowers students to persevere and overcome challenges and barriers to success. The School aims to equip students with the skills needed to achieve their academic and personal goals.
- **Career Guidance** - Every student will receive support and guidance from the Career Coordinator during scheduled sessions.
- **Multi-Tiered System of Supports/Response to Intervention (MTSS/RtI)** - The School will provide support to all students through the implementation of the MTSS/RtI plan. The Collaborative Problem-Solving Team will meet regularly to address the needs of students who are not making progress through the core instructional program.
- **Community Partnerships** - The School will establish partnerships with colleges, community organizations, and businesses to provide support and guidance to students both academically and emotionally.
- **Parental Engagement** - The School will initiate programs designed to encourage parental participation in their children's academic plan. Classes will be offered to parents in a variety of areas (e.g., completing taxes).

Evaluation Criteria: Curriculum and Instructional Design

Reviewers will look for a curriculum and instructional program design, whether fully developed or not, that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Notes

Concern was added at 01/14/2026 09:04 AM by Dillon Giorgis

No mention of physical education, required graduation requirement per 1003.4282

Question was added at 01/30/2026 01:48 PM by Detra Adams

This application was reviewed by Detra Adams, Coordinator with the Charter Schools Management/Support Department. The application mentions both Benchmarks for Excellent Student Thinking (B.E.S.T.) and Language Arts Florida Standards (LAFS) standards. Please claify which academic standards the school will use for teaching and learning during the term of its charter.

Note was added at 02/03/2026 05:25 PM by Monique Byrd

No mention of World Languages offerings

Element Review

Rating/Description
Meets the Standard Added by Nicole Marsala at 01/14/2026
Meets the Standard Added by J.p. Keener at 01/14/2026
Does Not Meet the Standard Added by Dillon Giorgis at 01/14/2026
Meets the Standard Added by Detra Adams at 01/30/2026
Meets the Standard Added by Ann-marie Evans at 02/12/2026
Does Not Meet the Standard Added by Donna Haynes at 02/12/2026
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/17/2026

5. Student Performance, Assessment and Evaluation

Reviewer Instructions

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

Statutory Reference(s):

s. 1002.33(6)(a)3.; s.1002.33(7)(a)3.; s.1002.33(7)(a)4.; s.1002.33(7)(a)5.

Evaluation Criteria:

A response that meets the standard will present:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).

- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Form Result

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

Enter description here

It is anticipated that students enrolling at SunEd High will primarily enter at Level 1 or Level 2 academic achievement levels. In most cases, these students will not have passed the state assessments required for graduation. The target population to be served by SunEd High includes students who are credit deficient, overage, economically disadvantaged, and at risk of dropping out—including those who may have previously withdrawn from school and are returning after an extended absence. Typically, these students exhibit low GPAs, limited literacy skills, and inconsistent attendance records. As a result, the school must provide a flexible, individualized instructional program designed to engage students, rebuild confidence, and motivate them to achieve academic success and graduate from high school.

SunEd High will establish realistic, measurable academic goals tailored to the specific needs of its student population. Upon enrollment, each student will complete diagnostic assessments to establish baseline performance levels in core subject areas. Based on these results, the school will set annual academic growth targets aimed at demonstrating measurable improvement in literacy, numeracy, and content mastery. If actual baseline data indicates that incoming students are performing at higher or lower levels than initially anticipated, the School will revise its academic goals and performance targets accordingly to ensure that they remain rigorous yet attainable.

ACADEMIC GOALS

The purpose of establishing annual goals for student achievement at SunEd High is to measure the School's success toward its intended mission and purpose –credit recovery, graduation, and career preparation. Because SunEd High serves at-risk and nontraditional students, including those who are credit deficient, overage, or previously disengaged from school, setting annual academic and performance goals provides a roadmap for helping students re-engage, rebuild foundational skills, and successfully transition to post-secondary education, training, or the workforce. Regularly measuring progress toward annual goals allows teachers and administrators to use data to identify learning gaps, adjust instruction, and provide targeted interventions. This continuous feedback loop promotes personalized learning and ensures that instructional practices are effective.

Establishing annual goals reinforces a culture of accountability and achievement among students, teachers, and administrators. It ensures that all stakeholders are focused on measurable outcomes that reflect both individual student progress and overall school performance. SunEd High's overall progress is measured through Florida's School Improvement Rating (SIR) criteria, which is based on learning gains in reading and mathematics and the number of eligible students who take the assessments. Setting and monitoring annual learning gains goals directly supports the criteria needed to achieve a "Commendable" rating on the SIR scale.

Reading/ELA Achievement

1. Students performing below grade level in reading will demonstrate a minimum of one full grade-level equivalent of growth in reading per academic year, as measured by the NWEA MAP Growth Reading Assessment.
2. The percentage of students schoolwide achieving Learning Gains on the ELA state standardized assessment will increase by 3% annually.

Mathematics Achievement

1. Students will demonstrate at least one full grade-level equivalent of growth in mathematics per year, as measured by the IXL Math Diagnostic.
2. The percentage of students achieving Learning Gains on the Math state standardized assessment will increase by 3% annually.

Credit Recovery

Each student will earn a minimum of 6 credits per academic year, or enough to ensure they are on track to graduate within two years of enrollment (or sooner for students closer to completion).

Graduation

The overall graduation rate for students, regardless of cohort, will improve by at least 5 percentage points each year.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

Enter description here

In addition to the above-stated educational goals which are captured by state accountability requirements, SunEd High has established the following mission-related goals:

Attendance

The average daily attendance (ADA) for students who attend SunEd High for both FTE periods consecutively will be at least 60% during Year 1 of the charter term. There will be an increase of 5% in the ADA for students who meet these criteria during each subsequent year during the term of the charter.

Career Preparation

1. The percentage of students who successfully complete one CTE course will increase by 3% each year.
2. The percentage of students who successfully complete all courses within a specific career academy will increase by 3% each year.
3. The percentage of students who earn industry certification will increase by 3% each year.

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

Enter content here

SunEd High will follow the student grade level placement procedures for grades 9-12 described in the Broward County Student Progression Plan.
Promotion standards for SunEd High are as follows:

1. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.
2. The number of credits required to progress from one grade to another in high school follows:
    1. To be in grade 9, a student must be promoted from grade 8.
    2. To be in grade ten, a student must have earned a minimum of five credits. To be promoted during the year to grade 10, the student must have earned a minimum of 7.5 credits.
    3. To be in grade 11, a student must have earned a minimum of 11 credits. To be promoted during the year to grade 11, a student must have earned a minimum of 13.5 credits.
    4. To be in grade 12, a student must have earned a minimum of 17 credits. To be promoted during the year to grade 12, a student who is working toward the 24-credit diploma option must have earned a minimum of 20.5 credits.

SunEd High will follow the course placement procedures described below:

- Upon enrollment, the guidance counselor, or designated administrator, will complete an Individual Graduation Plan for the student based on the most current student transcript.
- The graduation plan will identify all successfully completed courses, as well as courses for which the student qualifies for credit recovery.
- Decisions on course placement are based on the graduation requirements for the school year in which the student entered grade 9.
- Courses are assigned as follows:
- Courses which qualify for credit recovery in core subjects are assigned.
- Courses are assigned in accordance with the lowest grade level where requirements have not been met.

D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E

Enter content here

SunEd High will follow the Broward County Student Progression Plan (Board Policy 4000) -**https://schoolinfo.browardschools.com/bcpsweb/displaypdf.html?filename=POLICY_4000.pdf**.

File Upload

Attachment E BCPS Pupil Progression Plan.pdf

1.04 MB • Added 3 months ago

E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

Enter description here

At SunEd High, the principal and guidance counselor will ensure that each student has satisfied the requirements specified in section 1003.4282, F.S., for earning a standard high school diploma. Every student will have an Individualized Student Graduation Plan which is created upon enrollment and updated as credits are earned, and all requirements are met. The principal and the guidance counselor will track all credits earned and courses completed by each student using the district's student information system, Focus. The district provides access to reports that track student progression toward graduation. Students at SunEd High may earn the 24-credit standard diploma or the 18-credit ACCEL option.

24-Credit Standard High School Diploma

The requirements for earning a standard, 24-credit high school diploma, as stipulated in s. 1003.4282, F.S., are summarized in the chart below.

Standard High School Diploma – Course and Assessment Requirements

English – Earn 4 credits
• Courses must be ELA I, II, III, and IV. • Student must pass the statewide, standardized **Grade 10 ELA assessment** or earn a concordant score
Mathematics – Earn 4 credits
• One credit must be in Algebra I and one credit must be in Geometry. • Student's performance on the statewide, standardized Algebra I end-of-course (EOC) assessment constitutes 30 percent of the student's final course grade. • Student must pass the **Algebra I EOC assessment**, or earn a comparative score • Student's performance on the statewide, standardized **Geometry EOC assessment** constitutes 30 percent of a student's final course grade. • Student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. • Student who earns a computer science credit may substitute the credit for one credit of the math requirement, except for Algebra I and Geometry (computer science credit must be equivalent in rigor to the mathematics credit. An identified computer science credit may not be used to substitute for both a mathematics and a science credit. • Student who earns an industry certification in 3D rapid prototype printing may satisfy up to two credits of the mathematics requirement, except for Algebra I (certification must be equivalent in rigor to the mathematics credit or credits).

Science – Earn 3 credits
• Two of the three required credits must have a laboratory component. • One credit must be Biology I and two credits in equally rigorous science courses. • The **Biology I EOC Assessment** constitutes 30 percent of a student's final course grade. • Student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one science credit, except for Biology I. • A student who earns a computer science credit may substitute the credit for up to one credit of the science requirement, except for Biology I (computer science credit must be equivalent in rigor to the science credit). An identified computer science credit may not be used to substitute for both a math and a science credit.
Social Studies – Earn 3 credits
• One credit must be in United Stated History, and one credit must be World History. • One-half credit must be in economics, and one-half credit must be in United States Government (must include a comparative discussion of political ideologies, such as communism and totalitarianism, that conflict with the principles of freedom and democracy essential to the founding principles of the United States). • The **United States History EOC assessment** constitutes 30 percent of the student's final course grade. One-half credit in U.S. Government. • Student taking the United States Government course is required to take the **Florida Civic Literacy Exam (FCLE)**. Student earning a passing score on the assessment is exempt from the postsecondary civic literacy assessment.
Fine and Performing Arts, Speech/Debate, or Practical Arts – Earn 1 credit
• Eligible courses are specified in the Florida Course Code Directory found at 2025-2026 Course Directory
Physical Education – Earn 1 credit
• Must include the integration of health.

Electives
• Student entering grade 9 before the 2023-2024 school year must earn **eight credits** in electives. A student entering grade 9 in the 2023-2024 school year or thereafter must earn **seven and one-half credits** in electives.
Personal Financial Literacy – ½ Credit
• Beginning with students entering grade 9 in the 2023-2024 school year, each student must earn one-half credit in personal financial literacy and money management.
TOTAL = 24 credits
Additional Graduation Requirements
• **Online Course** – Students who attend SunEd will meet this requirement automatically through the online curriculum. • **Grade Point Average** (Cumulative unweighted GPA of 2.0 on a 4.0 scale) • **Service Hours** - 40 required in accordance with district guidelines.

Academically Challenging Curriculum to Enhance Learning (ACCEL) Diploma

As stipulated in s. 1002.3105, F.S., students may earn a standard high school diploma through the ACCEL option by completing a minimum of 18 credits rather than the usual 24 credits. A student selecting this option must meet all the standard diploma requirements *except* for the following: students will complete three elective credits instead of the eight (for students entering grade 9 in 2023–2024 and thereafter, the elective requirement may be 2.5 credits plus 0.5 credit in financial literacy instead of 3 electives); students will not be required to complete the physical education, service hours, or the online course. All graduation paths include opportunities to take rigorous academic courses designed to prepare students for their future academic and career choices. All students, regardless of the graduation program, must still earn a minimum of a 2.0 grade point average on a 4.0 scale and achieve passing scores state-mandated assessments, as adopted, to graduate with a standard diploma.

Additional Instruction for Florida High School Students

In addition to the state-required instruction for graduation, students will also receive character education, per s. 1003.42(2)(s), and the following prescribed courses of study through mandated standards and benchmarks:

- The Constitution (Constitution Day and Constitution Week)
- The Holocaust
- African and African American History

- Asian American and Pacific Islander History
- Hispanic Contributions
- Women's Contributions
- Veterans' Recognition
- Celebrate Freedom Week
- Disability History and Awareness Week
- The Declaration of Independence
- Flag Education
- Elements of Civil Government
- History of the United States
- Elementary Principals of Agriculture
- Effects of alcohol and narcotics on the body and mind
- Kindness to animals
- History of the State
- Conservation of natural resources
- Comprehensive health education
- The sacrifices that veterans and Medal of Honor recipients have made in serving our country and protecting democratic values worldwide. Such instruction must occur on or before Medal of Honor Day, Veterans' Day, and Memorial Day.
- History of communism (Victims of Communism Day)
- Importance of free enterprise in the U.S. economy

F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Enter content here

SunEd High will communicate promotion and graduation criteria to parents upon student's enrollment through the Parent/Student handbook and through the School's website. The School will send home a copy of the student's current Graduation Plan four times a year so that parents are maintained abreast of their child's progress toward graduation. Parents can log in to their child's Edmentum account to access student progress information. Additionally, parents will be invited to open houses, which will be held at the school each month, where they will be informed of promotion and graduation criteria.

Assessment and Evaluation

G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a **proposed** assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.

Enter content here

SunEd High will use multiple progress-monitoring assessments to identify student learning needs, guide instruction, and ensure alignment with Florida's B.E.S.T. Standards and school performance goals. Collectively, these tools will allow SunEd High to monitor academic progress, prepare students for state assessments, and support overall school goals for college and career readiness. The chart below shows the assessments SunEd High will use to assess student learning needs in addition to all mandatory assessments. A proposed assessment schedule is included as Attachment F.

Assessment	Purpose	Frequency	Alignment	Use for Instruction & School Goals
NWEA MAP Growth	• Measures students' academic achievement and growth in reading and language usage. • Identifies strengths and learning gaps • Used to group students for targeted instruction or intervention.	Three times per year (Sent to the district through Anvil)	Florida B.E.S.T. Standards	• Identifies learning gaps, differentiates instruction, tracks growth • Provides adaptive, data-driven insights into students' proficiency and growth helping teachers differentiate instruction and address learning gaps
IXL Language Arts Diagnostic	Identifies skill gaps, tracks mastery, supports curriculum and assessments	After the initial diagnostic, IXL uses continuous diagnostic updates and detailed reports to monitor	B.E.S.T. ELA Standards	• Delivers data-informed, individualized language arts instruction, monitors academic progress, prepares students for state assessments, and supports overall school goals for college and career readiness.

		student progress		• Real-time diagnostics track mastery and highlight areas for targeted intervention.
IXL Math Diagnostic	Target math instruction, monitor progress, support school performance goals	Initial diagnostic; continuous diagnostic updates and detailed reports to monitor student progress	B.E.S.T. Math Standards	• Delivers data-informed, individualized math instruction, monitors academic progress, prepares students for state assessments, and supports overall school goals for college and career readiness. • Real-time diagnostics track mastery and highlight areas for targeted intervention.
Read 180 and Core progress monitoring	Supports struggling readers by assessing and improving reading comprehension, vocabulary, and fluency through personalized instruction aligned with ELA standards,	Progress monitoring built in to track growth; student growth reports available for teachers	B.E.S.T. ELA Standards	Personalized reading support, improve literacy, meet graduation/readiness goals

Attachment F: Proposed assessment Schedule

F Testing Calendar.pdf

398.32 KB • Added 3 months ago

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom

teachers, and leading or coordinating professional development to improve student achievement?

Enter content here

Teachers at SunEd High will use data reports generated by online curriculum platforms—such as IXL Math, IXL Language Arts, Read 180, and other digital learning tools—to monitor student performance in real time, identify learning gaps, and tailor instruction to individual needs. These platforms provide detailed insights into student progress, mastery of specific standards, time spent on tasks, and areas of difficulty, allowing teachers to adjust lessons, provide targeted interventions, and differentiate instruction.

Data reports will also be used to group students strategically for small-group instruction, remediation, or enrichment, ensuring that all students receive support aligned with their current skill levels. Teachers will analyze trends over time to track growth, inform pacing, and set academic goals, as well as to communicate progress to students, parents, and school leadership. This data-driven approach ensures that instruction is aligned with curriculum standards, responsive to student needs, and focused on improving outcomes for all learners.

Teachers will also use other methods to measure student progress, including quizzes, exit tickets, written summaries, projects, and group presentations, to gain a more complete understanding of student learning and engagement. Data reports and these additional measures will be used to group students strategically for small-group instruction, remediation, or enrichment, track growth over time, inform pacing, and set academic goals. This data-driven approach ensures that instruction is aligned with curriculum standards, responsive to student needs, and focused on improving outcomes for all learners.

The principal and leadership team will continuously monitor student performance data to ensure students are making progress across all areas of the curriculum. Monthly data review meetings will be held with teachers, organized by department, to analyze assessment results and make informed decisions regarding instruction. Prior to these meetings, teachers will receive detailed reports of the students they instruct. Data will be analyzed at multiple levels, including school-wide, by group and sub-group, by class, and at the individual student level—to identify trends and inform instructional strategies.

Based on this analysis, the team will develop and implement action plans, including the creation of ability-based groups to provide targeted support. These reviews will also allow the leadership team to evaluate the effectiveness of the curriculum and instructional practices. The principal will conduct weekly lesson plan reviews to ensure instruction is aligned to student needs, and staff will discuss data regularly during collaborative planning sessions and staff meetings to continuously refine teaching strategies.

l. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

Enter content here	At SunEd High, the principal will ensure that teachers receive ongoing training in the analysis, interpretation, and use of student performance data to drive instruction and improve student learning. This training will take place during department and faculty meetings, with additional opportunities provided through online professional development and sessions led by educational curriculum program representatives, as appropriate. Staff will be thoroughly trained to read and interpret data reports generated by the school, district, or state. Furthermore, curriculum and assessment providers will deliver appropriate on-site or virtual training to ensure teachers are fully equipped to use all instructional and assessment tools effectively.

J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

Enter content here

SunEd High leadership and teachers will continuously monitor student data to ensure that all students are making learning gains. The Governing Board will receive student performance reports at each board meeting, including disaggregated data by school, sub-group, and classes. Corrective actions will be triggered when performance falls below expected levels, as determined by state and district standards, comparable student populations, or historical school performance.
Corrective actions will be implemented as follows:

- If the School is performing below expected levels, as determined by an analysis of comparable student populations as well as a review of previous school results, the leadership team will meet with teachers at a faculty meeting, and by department, to discuss areas that need improvement, discuss potential reasons for low performance, identify strategies for improvement, and set goals. Additionally, the principal will facilitate PLCs to allow teachers to share best practices.
- If a particular class is performing below expected levels, as determined by progress monitoring assessments, as well as a comparison to other classes during the current and previous years, the principal will conduct several informal classroom observations and provide the teacher with feedback on instructional practices. The principal will review lesson plans with the teacher to ensure that effective strategies and methods are being used. The principal will continue monitoring student performance in the class and teacher performance through consistent classroom walk-throughs. If needed, the principal will assign a mentor to the teacher and provide appropriate professional development.
- If an analysis of the student performance data reveals that any of the School's subgroups are underperforming, and there is a learning gap among subgroups, the school leadership will meet with appropriate faculty to review this information (i.e., ESE/ESOL Teachers). Teachers will be required to address the needs of these students through appropriate strategies. The principal will monitor implementation of strategies by reviewing lesson plans and visiting classrooms each week.
- If student achievement is below expectations and the student progress monitoring data reports indicate that a student is not making adequate progress, the school leadership will work with the Collaborative Problem Solving (CPS) Team to develop a plan for the student. The plan will include goals, strategies/activities, evidence of completion of strategies/activities with due dates, methods of assessing growth, persons responsible for implementing strategies and activities, and status of implementation at interval points throughout the implementation of the plan. Parents of students who are not making adequate progress will be contacted and involved in the process.

K. Describe how student assessment and performance information will be shared with students and with parents.

Enter content here

At SunEd High, students and parents will have an active role in the students' education by learning to monitor and evaluate their work. Each student will have an assigned mentor who will conduct student data chats with each student each month to review academic progress, test results, and to develop learning goals. Score reports for applicable state or district-mandated tests and parent reports received from the FDOE will be sent to parents and students and used in planning student's academic program and services for the school year. Teachers will use assessment rubrics as teaching tools in the classroom by helping students to interpret their performance and comprehend their results. Assessments will serve as a feedback system to guide teachers in lesson planning and individualizing instruction and to provide students with knowledge of their current levels of performance and mastery of standards. Additionally, it will keep parents informed about student progress in meeting learning objectives.

Teachers will assess students' performance in the classroom, and students not making adequate progress towards mastering state standards will be identified, and appropriate measures for improvement will be taken. Ongoing communication between SunEd High and the parents will be maintained through on-line reporting systems and quarterly report cards (with comments from each teacher), parent conferences, and other forms of written and oral communication that the parents may be comfortable utilizing. The School will provide parents with information regarding students' progress in all areas and, specifically, whether their child is working on grade level and making at least a year's worth of learning annually. The School will ensure communication with students/parents via the following:

- Report cards: The School will issue report cards at the end of each marking period.
- Edmentum Reports will be sent on a weekly basis via parents' emails to allow parents to track student progress.
- Parental Notification: Students, ages 18 and under, who are in danger of not meeting graduation requirements shall have their parent or guardian notified that improved academic performance is necessary to ensure that high school graduation requirements are met.
- Annual assessment reports that show whether a student met a year's worth of learning include state standardized assessments and other measures used such as Read 180 (Lexile Levels), and NWEA assessments which provide parents with the student's reading level, will be sent to parents.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

Enter content here

SunEd High is committed to protecting the privacy and security of all individual student records. The School will comply with all applicable federal and state laws regarding student data privacy, including the Family Educational Rights and Privacy Act (FERPA), as well as the responsibilities outlined in the Broward County Public Schools Code Book for Student Conduct, Section VIII – Privacy of Student Records. The principal will ensure that all employees receive training on the legal requirements for protecting student information and understand their role in maintaining confidentiality.

To safeguard student records, the principal and registrar will implement the following measures:

- Physical security: Store student files in fireproof cabinets with access restricted to authorized personnel; lock offices and workspaces where records are used or stored.
- Electronic security: Limit access to electronic student records to those who require it for essential job functions; utilize password-protected workstations and databases; control access to passwords and systems.
- Authorization and accountability: Require employees with access to sign agreements acknowledging their responsibility to protect student information; conduct an annual review to reauthorize access.
- Confidentiality protocols: Require all staff, including student workers, to sign confidentiality agreements; require photo identification before releasing information to students or others; shred sensitive documents as needed.
- Campus-wide practices: Ensure that departments adhere to the registrar's security procedures, including not releasing student information to unauthorized third parties and securely storing or locking records.

By implementing these comprehensive physical, electronic, and procedural safeguards, SunEd High ensures the confidentiality, integrity, and security of student data while complying with FERPA, state law, and district policy.

Evaluation Criteria: Student Performance

Reviewers will look for:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.

- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Element Review

Rating/Description
Meets the Standard Added by Adrienne Reynolds at 01/14/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

6. Exceptional Students

Reviewer Instructions

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):

s. 1002.33(16)(a)3.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.

- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Form Result

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

Enter content here

SunEd High has based its projections on the average enrollment of Students with Disabilities in Broward County, as reported in the FDOE EduData portal, which estimates an average of **16.6%.** Students with Disabilities for the 2024-2025 school year. Additionally, the percentage of ESE students at the two current SunEd High Schools was reviewed. As reported in EduData, the Students with Disabilities population in 2024-2025 was approximately **19.8%** for SunEd High of North Broward (Margate) and **20.5%** for SunEd High of South Broward (Ft. Lauderdale). Based on this data, the School projects that approximately **20%** of its student population will be classified as Students with Disabilities. This represents approximately 60 students in Year 1, 70 students in Year 2, 90 students in Year 3, 100 students in Year 4, and 110 students in Year 5.

B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

Enter description here

SunEd High will not discriminate based on race, religion, or national or ethnic origin, or exceptionality in the admission of students. Any eligible student who applies shall be considered, unless the number of applications exceeds the maximum number of students stated in the School's contract and the capacity of the building. The School will be open to any student residing in Broward County as well as other counties in State of Florida. The School will have an open admissions procedure, utilizing a "first come, first served" policy as required by statute, unless the number of applicants exceeds capacity. In such case, all applicants (which includes students with disabilities) shall have an equal chance of being admitted through a random selection process conducted by the School in conformity with Florida's charter school legislation. All students in the lottery will be assigned a waiting list number and will be contacted should student seats become available or capacity increases.

C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

Enter description here

In compliance with IDEA, students at SunEd High will receive a free and appropriate education (FAPE) in the least restrictive environment. The School understands that all procedures must be followed regarding identification and determination of eligibility and that the policies and procedures laid out for the provision of specially designed instruction and related services for exceptional students must be consistent with these requirements. The School will adhere to all federal, state, and local guidelines and rules. The School will work with parent/guardian(s) and District personnel to determine the most appropriate placement, services and supports to educate students in the least restrictive environment (LRE) following the guiding principles in IDEA with regard to placement decisions.

SunEd High will work with the Sponsor to ensure that students receive a free appropriate public education (FAPE) in the least restrictive environment that will enable the student to progress in the general curriculum to the maximum extent possible. The School will also collaborate with the Sponsor to ensure that appropriate personnel are trained in the development and implementation of an appropriate Individualized Education Plan (IEP). The IEP will ensure that the student has access to FAPE in accordance with the student's strengths, parent concerns, assessment results, and areas of need related to academics and/or behavior. When appropriate, functional behavioral assessments and behavioral intervention plans will be developed to explain and redirect the academic and social behaviors of students and to prevent the escalation of problem behaviors.

The **Individualized Education Program (IEP)** is a legally binding document that includes the following components:

- The student's present level of academic and functional performance
- Identified strengths, weaknesses, abilities, and educational needs
- Area(s) of eligibility, based on the specific categories defined under IDEA
- Annual measurable goals and objectives
- Program placement
- Accommodations and participation level in assessments
- Transition plan

Additional elements may include specialized instruction and related services, specific goals, progress reporting to parents, diploma options, curriculum (standard and/or modified), and assessment details. The IEP will also identify supplementary aids, services, and any necessary accommodations or modifications. All components will be clearly defined in the written plan.

The IEP is collaboratively developed and reviewed annually to guide educational planning and ensure meaningful student progress.

SunEd High will ensure that each student's IEP is implemented as written. Parents, teachers, and adult students will receive copies of the IEP, and all service providers will be informed of their specific responsibilities in carrying it out. This includes ensuring that all required accommodations, modifications, and supports are provided in accordance with the IEP. Students' teachers will have access to the complete IEP on Focus and will maintain a printout of the students' Instructional and Testing Accommodations in their Lesson Plan Binder. Student progress toward annual goals will be regularly measured and communicated to parents. Progress reports will accompany each report card for all students with disabilities, indicating whether

sufficient progress is being made toward the annual goals. If parents disagree with the IEP or the student's placement, they may discuss their concerns with the IEP team to seek resolution. Options include additional testing, an independent educational evaluation, mediation (if available), or a due process hearing. Parents also have the right to file a complaint with the state education agency if disagreements persist. When a student requires a related service to benefit from special education, the appropriate related service professional will participate in the development of the IEP. Such professionals may be invited by the school or by the parent to serve as members of the IEP team due to their specialized knowledge or expertise regarding the student. In accordance with the Individuals with Disabilities Education Act (IDEA), each IEP is reviewed annually to ensure that the student is making measurable progress toward established goals. A comprehensive reevaluation will occur at least once every three years. To maintain accountability and promote meaningful outcomes, SunEd High will clearly describe expectations for student performance in measurable terms and conduct frequent assessments of progress.

SunEd High is committed to ensuring appropriate programming and delivery of related services to all exceptional students, consistent with the obligation to provide a Free Appropriate Public Education (FAPE). The school will adhere to the sponsor's policies and collaborate as necessary to ensure students receive the services to which they are entitled. If it is determined that the school's program cannot fully meet a student's needs as outlined in the IEP, SunEd High will work with the Sponsor to identify and facilitate placement in a setting capable of delivering the required services. All programs and services for students with disabilities will be implemented in compliance with federal, state, and local regulations, including:

- The Individuals with Disabilities Education Act (IDEA)
- Section 504 of the Rehabilitation Act of 1973
- Sections 1000.05 and 1003.57, Florida Statutes
- Chapter 96-186, Laws of Florida
- Chapter 6A-6, Florida Administrative Code

Accordingly, SunEd High will adopt and fully implement the sponsor's policies regarding Exceptional Student Education (ESE) to ensure that every student receives an education consistent with the principles of FAPE.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified

Enter description here

Within the MTSS framework, SunEd High teachers will identify problems at the classroom level by utilizing performance data. When identifying a problem, teachers will look at the whole picture. This information will assist the teacher in determining if there is a universal problem (large group problem) that needs to be addressed using Tier 1 interventions and/or a small group/individual problem that will require Tier 2 and Tier 3 interventions. In defining a problem, the teacher will then request assistance from the Collaborative Problem Solving (CPS) Team.

The CPS Team will meet to review Tier 1 data to determine the effectiveness of core instruction and interventions. The CPS Team will utilize the problem-solving process to identify possible barriers to learning. Once those barriers are identified, the team will develop interventions to reduce or eliminate the barriers. If a student is not meeting established benchmarks with Tier 1 core instruction/interventions, then the CPS Team will develop Tier 2 interventions for the identified student based on student data. Tier 2 interventions will include targeted small group instruction and supplementary remediation programs, which are designed to meet individual student needs. The CPS Team will review the progress monitoring data after three to five data points are collected to evaluate the student's response to Tier 2 interventions. In some cases, a student may require immediate intensive, individualized Tier 3 interventions, which may include one-to-one tutoring and alternate classroom assignments. In these cases, the CPS Team will utilize the problem-solving process to develop and implement appropriate intensive, individualized intervention(s). The CPS Team will ensure that the interventions are implemented with fidelity and that progress monitoring is conducted as often as appropriate for the intervention. The CPS Team will then meet to review Tier 3 progress monitoring data to determine if the student's response was positive, questionable or poor. If necessary, the CPS Team may refer a student for an appropriate evaluation.

Once a student has participated in the multi-tiered process of increasingly individualized and intensive interventions, the CPS Team may determine that a referral for a psycho-educational and/or a language evaluation is warranted. Parental consent will be obtained prior to any type of evaluation. Once parental consent is obtained, the School will work with the sponsor to ensure that initial evaluations of students suspected of having a disability are completed within sixty (60) school days (cumulative) of which the student is in attendance. Referrals for evaluations of students suspected of being gifted will be treated like other initial evaluations, and every effort will be made to complete gifted evaluation within sixty (60) school days as well.

Evaluations will be conducted by qualified examiners, physicians, school psychologists, psychologists, speech language pathologists, teachers, audiologists, and social workers as evidenced by a valid license or certificate to practice in Florida. Tests of intellectual functioning will be administered and interpreted by a professional person qualified in accordance with Rule 6A-4.0311, F.A.C., or licensed under Chapter 490, F.S. As part of an initial evaluation, the CPS Team and other qualified professionals, as appropriate, will take the following actions:

1. Review existing evaluation data for the student to include evaluations and information provided by the student's parents, current classroom-based

and/or state assessments, classroom-based observations, and observations by teachers and related services providers.

2. Identify, on the basis of that review and input from the student's parents, what additional data, if any, are needed.

The purpose of assessment in the referral process is to determine whether the student has a disability, whether special education is required, and what types of services are needed. Evaluations will be conducted by multidisciplinary teams made up of professionals who have expertise in each area of concern. Each member will help to evaluate the student's unique strengths and needs. For example, if language impairment is suspected, a Speech Language Pathologist is a member of the team. If there may be a hearing problem, an Audiologist participates, and so on. Information can come from a broad range of sources, including the student's parents and family members. The professional who coordinates the identification process, the assessment team leader, is the School Psychologist.

At this step, many different types of data will be used to inform the CPS Team about the student's abilities. Medical history, information about social interactions at school and at home, adaptive behavior in the community, educational performance, and other relevant factors are considered. Evaluations will include an array of assessment instruments and procedures. Information will be collected, perhaps from family members, about individuals' major life activities: performance at home, at school, in interpersonal relationships, and during leisure time. Formal tests—tests of intelligence, academic achievement, and acuity (e.g., vision and hearing)—will be part of the information used to make decisions about students and their potential special education status. Tests about a student's learning style will be included to help identify accommodations that may be effective to support the individual's successful access to the general education curriculum. Less formal assessments (school observations of social behavior, examples of academic assignments, direct measurements of academic performance, and portfolio samples of classroom performance) are also important pieces of evidence for this step in the process. One result of the evaluation process can be determination that the individual does not have a disability. For those individuals who do have disabilities, this phase of the process results in a baseline of performance that guides the development of the IEP and later will help evaluate the program's effectiveness.

A student with a physical or mental impairment that substantially limits life activities may be entitled to Section 504 accommodations. Any student who is having difficulties in the classroom, or for whom a disability is suspected, is immediately referred to the Collaborative Problem Solving (CPS) Team so that proper procedures may take place to determine appropriate interventions and services. Possible sources for determining eligibility include teacher observation, information from parents or medical providers, test scores, grades, or other sources of information as necessary. Parents must be notified of and invited to attend all meetings regarding eligibility, as their input is crucial to the decision-making process. The parents, student, a school administrator, and school personnel who work directly with the student should attend the meetings.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the

academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

Enter description here

SunEd High will serve students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with the provision of reasonable supplementary supports and services and/or modifications and accommodations. The School understands that it must provide educational services in the least restrictive environment as per FAPE guidelines. The School must educate students with disabilities with their nondisabled peers to the maximum extent appropriate. Special classes or instruction of the student outside the general education environment will only occur if the nature and severity of his or her disability is such that an appropriate education in regular classes cannot be achieved satisfactorily as stated in the student's IEP. The least restrictive environment will always be considered during the development of the student's IEP.

At SunEd High, the primary delivery of service will be through the consultation and/or collaboration model. This does not negate the school offering a continuum of services to students with disabilities. Within the general education classroom, services to students with disabilities will include classroom adaptations, accommodations and modifications. Specifically, this encompasses changing the manner in which material is presented to students (both oral and written) as indicated in their IEP, using assistive technology (both high tech and low tech) as indicated in their IEP, allowing students alternative methods to demonstrate knowledge, arranging the environment to enhance student learning and utilizing research based academic interventions as it relates to specific challenges students may deal with in accessing grade level curriculum. These are all areas that will be addressed within the student's IEP. They are also part of a universal design to help ensure the success of a broader range of students.

In addition to adaptations, accommodations, and modifications, the student may also receive support from special education staff within the classroom environment. This may take the form of assistance in accessing and organizing the material presented in the classroom including oral reading, note taking, concept mapping and smaller group instruction, as well as pre-teaching and re-teaching instruction. It is critical that students receive access to instruction that reflects the state standards and testing requirements. Additional support in the classroom will ensure greater success for students with disabilities. It is anticipated that there will be students who require a regular classroom and resource room combination. The School will ensure that students receive appropriate services to meet the needs of students requiring instruction in a resource room for up to 20% of the time, as delineated in the student's IEP. The School understands the need for specialized, intensive, research-based instruction for some students, provided by appropriately certified personnel, as delineated in their IEPs. The School will utilize research-based programs and strategies that address the skill level and needs of students with disabilities in the areas indicated on the student's IEP. Related services will also be provided to students including physical therapy, occupational therapy, speech services, behavior management services and others as indicated by the IEP. These services will be contracted through independent contractors.

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular

classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Enter description here	The School will work with the sponsor to determine appropriate placement for an ESE student whose IEP states the student requires a regular classroom and resource combination (40-80% of instruction to occur with non-disabled peers). It is the School's mission to place students in an environment where they can reach their highest potential. The School will collaborate with the sponsor to ensure that all placement decisions are based on the IEP and to determine if students can be provided FAPE by the School. When a student's IEP specifies that the student requires more intensive services than the School can provide (as described above), the School will work with the Sponsor to discuss the student's needs and find an appropriate solution. These solutions will be recommended on a case-by-case basis.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Enter description here	The School will work with the sponsor to determine appropriate placement for an ESE student whose IEP states the student requires a separate classroom (less than 40% of instruction to occur with non-disabled peers). It is the School's mission to place students in an environment where they can reach their highest potential. The School will collaborate with the sponsor to ensure that all placement decisions are based on the IEP and to determine if students can be provided a FAPE by the School. When a student's IEP specifies that the student requires more intensive services than the School can provide (as previously stated), the School will work with the Sponsor to discuss the student's needs and find an appropriate solution. These solutions will be recommended on a case-by-case basis.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

Enter description here

SunEd High will monitor and evaluate the progress of all students with disabilities as set forth in the student's IEP or 504 plan, including plans for promoting graduation for students with disabilities. The School will measure its effectiveness in meeting the needs of each student within its ESE population through alignment of learning gains and annual goals specified in the student's IEP with actual, measurable results. Additionally, at the conclusion of every marking period (and/or during mid-term progress report sessions), the School will evaluate the student's progress towards goals identified in the student's IEP as well as overall success with current courses. The ESE coordinator will meet with the student, general education and special education teachers, parents and school psychologist/speech language therapist/OT/PT (when applicable) to review results and informally discuss the student's progress towards goals indicated in IEP and the student's graduation plan. The ESE teacher/coordinator will monitor the progress of ESE students on an ongoing basis through the following measures:

a. Conducting informal meetings with individual students to discuss achievements and where they have not reached individual goals and collectively developing a plan to help the student achieve goals.
b. Conducting informal meetings with the students' teachers to discuss what the teachers perceive as possible barriers to goal attainment, and identifying additional steps can be taken to help the student reach goals.
c. Providing the student with additional academic support to assist the student in achieving goals.
d. Requesting support from the school counselor who will ascertain if there are other matters within or outside the school that need to be addressed to help the student succeed.

High School Graduation Requirements for Students with Disabilities – Rule 6A-1.09963

In addition to the available options for students to earn a standard diploma (24-credit or ACCEL option), Rule 6A-1.09963, Florida Administrative Code (F.A.C.), High School Graduation Requirements for Students with Disabilities, outlines two additional options that students with disabilities may complete. These include:

- specific requirements for students with disabilities for whom the individual educational plan (IEP) has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills and instruction in the access points is the most appropriate means of providing the student access to the general curriculum
- specific requirements for a standard diploma for students with disabilities for whom the IEP team has determined that mastery of both academic and employment competencies is the most appropriate way for the student to demonstrate his or her skills.

Any change to the high school graduation option specified in the student's IEP must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent as provided in s. 1003.572, F.S.

Students whose performance on standardized assessments are waived by the IEP team, as approved by the parent, require the development of a graduation portfolio of quantifiable evidence of achievement. The School will closely monitor the progress of ESE students to ensure that they are making appropriate progress, along with their non-disabled peers, that includes meeting the necessary requirements for graduation.

I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

Enter content here

The School will employ highly-qualified ESE teachers with appropriate certifications to serve students with disabilities. Projections are based on the percentage of students currently attending the district schools that qualify for ESE services, as well as the percentage of current students at the two SunEd High Schools in Broward County who qualify for ESE services. Currently, the School is projecting that one full-time ESE Teacher/Coordinator will be hired initially. The School will adjust the number of staff based on actual student enrollment once the School is open. The ESE teacher/coordinator will ensure the implementation of all IEPs, EPs, and Section 504 Plans. The needs of the population of students with disabilities will dictate the role of the ESE teacher/coordinator. The ESE teacher/coordinator will provide services within the General Education setting through consultation, collaboration, and/or support facilitation, as well as maintain all ESE records in compliance. The ESE teacher/coordinator may co-teach a class in Reading/LA and/or math and meet the needs of those students as well consult with the General Education teachers on a weekly or monthly basis to ensure SWD students on consultation are making progress and accessing the curriculum. The ESE teacher/coordinator may also provide instruction to ESE students in a separate class, if the IEP determines there is a need for this service. If the need arises, the School will hire an additional ESE teacher to meet the needs of the population of students with disabilities.
ESE teacher(s) will be hired to service students with disabilities, in accordance with the level of support needed to implement the related services and specialized instruction detailed on the IEP. The School will employ teacher(s) who meet all licensure and/or certification requirements that apply to the area in which the individuals are providing services to the special education students. Speech-language, occupational, and physical therapy services will be contracted services that the School will provide for students who qualify for those services. All personnel who provide related services to students (e.g. speech therapist, psychologist, social worker or mental professional, etc.) will meet all required licensure and/or certification requirements pertaining to their area of related service.

J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

Enter description here

The School's effectiveness in serving exceptional student education (ESE) students will be evaluated through multiple measures. First, the School will collect and analyze data on student achievement and overall performance. Student achievement data will be gathered from various sources, including state assessments, progress monitoring tools, and classroom-based assessments. These results, along with other performance indicators, will be used to inform goal setting for the following school year. Standardized test results for ESE students, as a group, will be compiled and reviewed to determine the effectiveness of the programs and services provided.

The School will also assess its effectiveness by examining the extent to which students are meeting the goals outlined in their Individual Education Plans (IEPs). The ESE Coordinator will review each student's IEP goals twice per quarter. Teachers will complete progress reports addressing the level of achievement for each student relative to their individual goals and overall course performance. Collaborative discussions among teachers and staff will be used to identify effective strategies and areas in need of improvement.

Additionally, the sponsor's annual ESE compliance review process will contribute to evaluating the School's success in serving its ESE population. The ESE Coordinator will maintain accurate, up-to-date records for all ESE students and will conduct regular file reviews to ensure compliance and appropriate delivery of service. Effectiveness will also be assessed through staff meetings, parent conferences, and ongoing communication with teachers and ESE personnel. The ESE Coordinator will provide quarterly progress reports to the principal summarizing student outcomes, identifying any concerns raised by parents, students, staff, or teachers, and recommending adjustments to improve program quality.

K. Describe how the school will serve gifted and talented students.

Enter description here

SunEd High will comply with all federal and state laws, and county compliance regulations, related to the gifted program. The School will provide appropriate services, through a gifted endorsed teacher, for all eligible students. The gifted and talented program will focus on ensuring that gifted students are provided with problem solving, critical thinking, and creative thinking activities. At SunEd High, gifted students will receive consultation services from a teacher who is endorsed to teach gifted or on an approved waiver to complete the gifted endorsement. The teacher will meet regularly with the gifted student, through the consultation model, to discuss his or her progress in meeting the goals set in the EP, and to set future goals, as needed. In addition, SunEd High will offer advanced courses through the Edmentum curriculum for all students who are recommended for advanced course work.

Teachers or parents may recommend a student for gifted testing at any time. The referral process for gifted students, as per Broward County Public School's guidelines, states that the screening process begins when the student's teacher, parent or other qualified personnel observe outstanding academic, creative or other superior abilities when compared with other students of the same age group. Students may also be identified by their test scores on standardized tests. The reporting of these observations initiates the process of collecting necessary data to determine eligibility. Students tested and found to qualify will be provided with appropriate services, with parental approval.

The School will utilize the district's system to develop a gifted student's Educational Plan (EP) in accordance with state and district guidelines. The EP will include detailed information that is useful to school personnel and to the parents. The EP will provide a clear picture of the student, how the student is gifted, and the student's special needs related to the giftedness. Educational Plans are valid for three years. Students identified as "gifted" are always gifted. SunEd High will review each gifted student's EP no less than every two years. A review will be conducted at the request of the parents and/or faculty.

The needs of gifted and talented students go beyond what is traditionally offered in a regular classroom. The nature of their abilities requires differentiated learning experiences and opportunities for them to maximize their potential. Teachers need to develop the depth and quality of their students' experiences while adjusting the pace to meet the individual needs as outlined in their Educational Plan.

Evaluation Criteria: Exceptional Students

Reviewers will look for:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide

educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Notes

Question was added at 12/08/2025 09:53 AM by Paley Munn

The Charter Renewal Application failed to include an ESE testing plan that includes allowable accommodations for SWD.
How does the School plan to ensure SWD receive their allowable accommodations on Standardized Assessments?
The Charter Renewal Application failed to include ESY for SWD.
How does the School plan to ensure address ESY for SWD?
The Charter Renewal Application failed to include for the provision of procedural safeguards for SWD and Gifted students.
How does the School plan to ensure for the provision of procedural safeguards for SWD and Gifted students?

Element Review

Rating/Description
Partially Meets the Standard Added by Paley Munn at 12/08/2025
Partially Meets the Standard Added by Maribel Lauzurique at 12/08/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

7. English Language Learners

Reviewer Instructions

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the

broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):

s. 1002.33(10)(f)

Evaluation Criteria:

A response that meets the standard will present:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high-quality education.
- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Form Result

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.

Enter description here

SunEd High is dedicated to ensuring the success of every student. As such, it is paramount that English Language Learners (ELLs) not only excel in all areas of the curriculum but feel accepted and valued within the school community. SunEd High will comply with the requirements for identification, eligibility, and programmatic assessments of English Language Learners per F.S. 6A-6.0902. SunEd High will follow the district's plan for English Language Learners, as delineated in the Broward County Public Schools ESOL Program Handbook, and will abide by the requirements of the LULAC et.al. vs. State Board of Education Consent Decree (1990) in servicing ELLs. The decree ensures the identification and provision of services to students whose native language is other than English, who come from a home environment where a language other than English is spoken, and/or is an American Indian or Alaskan native coming from an environment where a language other than English has had a significant impact on his/her level of English language proficiency.
SunEd High will comply with all the requirements set forth in the laws, rules, regulations, and federal court orders listed below:

- The requirements set forth in Section 1003.56, Florida Statutes;
- The requirements set forth in Rules 6A-6.0902; 6A-09022; 6A-6.09091; 6A-0903; 6A-0907; 6A-1.0503, Florida Administrative Code (F.A.C.), and other applicable State Board of Education Rules;
- The requirements of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015;
- The requirements of the Consent Decree in the League of United American Citizens et al. v. the State Board of Education, 1990;
- The requirements of the Florida Educational Equity Act, 1984;
- The requirements based on the Fifth Circuit v. Court decision in Castañeda v. Pickard, 1981;
- The requirements based on the Supreme Court decision in Plyer v. DOE, 1982;
- The requirements based on the Supreme Court decision in Lau v. Nichols, 1974;
- The requirements of the Equal Educational Opportunities Act of 1974;
- The requirements of Section 504 Rehabilitation Act of 1973;
- The requirements of the Office for Civil Rights Memorandum of May 25, 1970;
- The requirements of the Title VI and VII Civil Rights Act of 1964; and
- The requirements of the Office for Civil Rights Standards for the Title VI Compliance.

The Consent Decree settlement terms focus on the following six criteria which are described below:

1. Identification and Assessment
2. Equal Access to Appropriate Programming
3. Equal access to appropriate categorical and other programming for English Language Learners (ELLs)
4. Personnel
5. Monitoring
6. Outcome Measures

Identification, Eligibility and Programmatic Assessments of English Language Learners

In accordance with Rule 6A-6.0902, F.A.C., upon registration at SunEd High, all students will complete a required Home Language Survey (HLS) as a part of the registration packet. The HLS is comprised of three questions regarding a student's language spoken at birth and within the home: (a) Is a language other than English used in the home? (b) Did the student have a first language other than English? (c) Does the student most frequently speak a language other than English? An affirmative response to any of the Home Language Survey questions will require the student to be assessed in listening and speaking by the ESOL Coordinator using the IDEA Language Proficiency Test II Form E (Grades 6-12). There will be at least one district-trained oral language assessor at each school site. Students will be placed in the ESOL program pending testing, as specified in Rule 6A-6.0902. A student for whom the only affirmative response to the survey is question (a) does not need to be placed in the ESOL program pending assessment.

Assessment of each student's aural and oral proficiency or listening and speaking should be completed as soon as possible after the student's initial enrollment but not later than twenty (20) school days from the date of the student's enrollment. All students who are not proficient in the Listening and Speaking L/S assessment qualify for ESOL services and are coded as LY. For students who score at proficient level in L/S a reading and writing assessment may be administered to determine placement in the ESOL program. The school's ESOL contact/designee keeps a record of all students whose parents answer "yes" to one or more of the three HLS questions to ensure aural/oral testing is completed within 20 days of registration.

Per Rule 6A-6.0902, the assessment in reading and writing shall be completed as soon as possible after initial enrollment, but not later than thirty (30) days after enrollment. The reading and writing assessment to be used is the Kaufman Test of Educational Achievement II Brief Form. Any student who scores at or below 32nd percentile on reading comprehension and language usage subtests of the approved test or scores below the English proficient level on an approved assessment in reading and writing shall be classified as ELL and be provided ESOL services. If either the reading or writing (language) standardized achievement test score is at or below the 32nd percentile, the student is referred to the ELL Committee for placement recommendation in either the ESOL or Basic Program.

The ELL Committee may determine whether a student qualifies as an English Language Learner (ELL) based on the results of placement assessments **and** consideration of at least two of the following criteria:

a. The extent and nature of the student's prior educational or academic experience, social experience, and information obtained through a student interview
b. Written recommendations and observations from current and/or previous instructional and support staff
c. The student's level of mastery of basic competencies or skills in English and the heritage language, as measured by local, state, or national criterion-referenced standards
d. Grades from the current or previous school years

e. Results from assessments other than the district-approved oral/aural and reading/writing tests.

The school must notify parents if the student qualifies for the ESOL Program and that he/she will be receiving ESOL services. The parent(s) must be invited to attend ELL Committee meetings. ELL Committee decisions are documented in the ELL Plan under ELL Committee recommendations. The ELL Committee members must be present at the meeting and sign for documentation purposes.

Equal Access to Appropriate Programming

The primary goal of the ESOL program is to develop each child's English language proficiency and cognitive academic language proficiency as quickly as possible. Such programs also provide positive reinforcement of the self-image and self-esteem of participating students, promote cross-cultural understanding, and provide equal educational opportunities. The responsibility of SunEd High is to ensure that English Language Learners, including immigrant children and youth, develop English proficiency and meet the same academic content and academic achievement standards that non-ELL students are expected to meet. To achieve these expectations, only high-quality programs that have been proven to be successful for ELL students will be implemented. English Language Learners will be provided adequate instructional materials that address a comprehensive Language Arts/Reading/English for Speakers of Other Languages (ESOL) curriculum.

All students classified as ELL will have an individual English Language Learner (ELL) Plan, which will be maintained in accordance with state and district mandates. Broward County Public Schools uses an online platform (ELLevation) to develop the ELL Student Plan. Information will be gathered by the ESOL Contact and teachers to develop the plan which will include the following: demographics; initial placement information; instructional program of 130; amount of instructional time/schedule; language classification; instructional program recommendations/continuation of program service letter; programmatic assessment and academic placement review; annual reviews; categorical programs; reevaluations (extension of services); ell committee meetings; program exit information; post exit information; post reclassification information; home school communication; test protocols/results; accommodations.

Students classified as ELLs shall receive the appropriate ESOL strategies and support systems in their assigned core subject area courses. For Reading, these students classified as L1, L2, LA1, or LA2, will be appropriately placed in Developmental Language Arts for Reading through the District adopted Reading Program. As well, once the school reaches the capacity of 25 or more students at the low levels above, these students will be scheduled in sheltered instruction for all required courses. Program goals, objectives, and content of the curriculum for ELLs must be the same in scope, sequence, and quality as the instruction provided to non-ELLs. ELLs must meet the standards established by the Florida Department of Education. ELL students will be expected to meet the same standards as non-ELL students. ELL students will be assessed through state-mandated assessments and other assessments administered as part of the educational program at the school. ELL students will be offered state-approved accommodations on all state assessments. Teachers will use a variety of outcome measures to allow ELL students to demonstrate their knowledge.

Equal access to appropriate programming will include both access to intensive English language instruction and instruction in the basic subject areas of ELA, mathematics, science, social studies, as well as electives and CTE courses. The instructional program for ELLs must be:

- equal and comparable in amount, scope, sequence, and quality to that provided to English proficient students.
- Documented in the Student ELL Plan with appropriate recommendations for the student's program of study.
- comprehensible to the ELL student given his/her level of English language proficiency.

English Language Learners shall be entitled to equal access to programs, school offerings and activities, and support services, other than ESOL, regardless of the funding sources.

Communicating with Families

From the time of students' registration at the School, every effort will be made to inform parents about the School and its programs in the parent's native language when feasible. Forms and documents will be sent home in English, Spanish, Haitian-Creole.

In accordance with Rule 6A-6.0902, SunEd High shall provide notice to parents of an ELL identified for participation or participating in a language instruction educational program within thirty (30) days after the beginning of the school year or, for students who were not identified prior to the beginning of the school year, but were identified during the school year, within the first two weeks of the student being placed in a language instruction educational program. The notice shall provide parents with specific information about their child and the language instruction program as specified in Rule 6A-6.0902(2)(e)1-8.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

Enter description here

SunEd High will employ instructional programs, practices, and strategies to ensure academic success of English Language Learners, as well as to ensure that these students have equitable access to core academic programs regardless of their level of performance. The goal is to provide comprehensive instruction for them to gain proficiency in English and mastery of Florida's grade level standards in all core areas. The development of literacy in English will positively impact students' achievement and promote lifelong learning.

SunEd High will establish a school-based ELL Committee that will be composed of the ESOL teacher(s), an administrator or designee, the student's parent(s), and other educators, as needed. The role of the ELL Committee will be to:

- Determine if a student is eligible for the ESOL program.
- Determine if a student is ready to exit the ESOL program.
- Develop and review ELL Plans.
- Review progress of former ESOL students and identify students who are not making sufficient progress.

ESOL instructional strategies are crucial to the development of academic and oral language skills of the ELL students. Teachers will use these strategies to make instruction comprehensible for ELLs. The acquisition of academic and oral skills requires that the teacher of ELLs use a variety of symbolic and concrete referents to illustrate meaning. Moreover, the students performing at the beginning level of English proficiency require learning activities which are higher in context and lower in cognitive demand. A lot of contextual support in the form of realia, visuals, hands-on activities, lab experiments and many others are needed, not only to instruct the students, but also to assess and monitor their progress. As the students acquire more academic language, the learning activities should require "higher" cognitive skills and less contextual support until the ELL is able to master activities which are abstract in nature without contextual support. Mastering this kind of "academic language" is much more difficult than mastering "conversational language" and it takes much longer.

Edmentum offers online courses with extensive scaffolding for students who are not proficient in English. Controlled vocabulary and syntax, chunked text, and short page lengths with limited scrolling facilitate reading comprehension. Course content is "chunked" into small amounts of text per page" (i.e., limited scrolling, shorter pages) and provides text-to-speech, audio supports, guided notes, etc.

Through the basic mainstream instruction model, ELLs receive instruction with ESOL strategies in classrooms with non-ELLs. This model requires careful planning and ongoing support from a highly qualified teacher, to ensure that the needs of the ELLs and non-ELLs are met simultaneously and equitably. ESOL strategies are used to ensure comprehensible instruction for ELLs. All teachers of ELLs will document the ESOL strategies used for each lesson in their plan book. Instructional strategies to support the English language acquisition of identified students in their classrooms include, but are not limited to, the following:

- Asking all students to speak in complete sentences.
- Speaking slowly and enunciating clearly.

- Using nonverbal language such as facial expressions, gestures, and dramatization.
- Simplifying the language of instruction, not the concept being taught.
- Using realia, props, visual clues, movement, and manipulatives to support oral language.
- Providing outlines/graphic organizers that communicate the big ideas and concepts from the lesson.
- Labeling items in the classroom in multiple languages
- Providing translation dictionaries in the students' native language with pronunciation keys, simple explanations, contextual clues, and visuals.
- Providing frequent opportunities for students to use English to communicate their thinking and to ask questions through partner discussions, learning buddies, and table discussions rather than relying solely on whole-group discussions.

SunEd High will also refer to the **ESOL Instructional Strategies Matrix** located in the Broward County ESOL Program Handbook to identify more specific strategies to use during instruction.

Teachers will also use the **WIDA Can Do Descriptors** as an instructional resource that can be applied to all the English language standards. They highlight and identify what a student Can Do at each proficiency level in each of the four language domains. Teachers can craft and build their instruction scaffolding from one language proficiency level to the next.

SunEd High will modify instructional delivery, not content, to meet the needs of ELLs. Teachers of all core subjects will be trained in differentiated instruction to meet the individual learning needs of **ELLs who perform at, above, or below grade-level.**

Students will be scheduled in academic courses based on their previous schooling as documented by their school records/transcripts and programmatic assessments. In addition, teachers will evaluate students' content area knowledge on an ongoing basis and recommend appropriate class placement which may include advanced courses. Guidance department staff will provide ELLs with information on courses needed based on their career plans.

SunEd High will ensure that program goals, objectives, and content of the curriculum for ELLs is the same in scope, sequence, and quality as the instruction provided to non-ELLs. All ELLs must meet the standards established by the Florida Department of Education. This is accomplished by following the curricula frameworks and by the utilization of the following resources: grade-level materials; district-recommended supplemental ESOL materials; ESOL instructional strategies; developmental language arts ESOL; WIDA framework and resources; and CPALMS.

For ELLs who enter the school **below grade-level**, a review will be conducted by the ELL committee with parental participation to address the students' needs and develop an appropriate plan which may include interventions, intensive reading remediation, and/or tutoring or additional instruction in the core subject areas. ESOL endorsed teachers will utilize appropriate strategies with ELL students during core content areas to facilitate learning for these students, particularly those who are working below grade level. Small-group or one-on-one direct instruction will be used to address students' needs. Each ELL student will be paired with another student who is performing at grade level and is proficient in English. ELL students will have access

to bilingual dictionaries and will be provided with appropriate testing accommodations. Collaborative learning, project based learning, and other methods and best practices will assist ELL students who are working below grade level.
In implementing RtI approaches with ELLs, it is important to determine students' knowledge and skills in their first language and then understand their performance in their second language (English). RtI has the potential to affect positive change for ELLs by requiring the use of research-based practices based on individual children's specific needs. Teachers will consider a student's cultural background and experiences as well as their linguistic proficiency (in both English and the native language) when delivering instruction.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

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Enter content here

In accordance with Rule 6A.-6.0902, each student determined to be an ELL shall be further assessed in academic areas so as to aid the student's teacher in developing an appropriate instructional program.

SunEd High will re-evaluate students annually to determine program options for continuation or exit. The school will use the Assessing Comprehension and Communication in English State-to-State for English Language Learners 2.0 (ACCESS for ELLs 2.0) exam to measure the progress towards proficiency in English in the areas of Listening, Speaking, Reading and Writing. ACCESS for ELLs 2.0 will provide information for placement decisions and provide diagnostic information about individual students' strengths and weaknesses in English. SunEd High will also monitor the progress of all ELLs through classroom assessments, standardized test scores, in order to determine mastery of the state standards.

Students may be exited from the ESOL program only if they meet the criteria specified for exit as outlined in Section 6 of the Broward County Public Schools ELL Plan. Specifically, the ELL Plan states the following:

"For students in grade 9 taking any administration of the ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading and an achievement level of at least 3 on the Florida statewide assessment in English Language Arts (ELA) or Florida Alternate Assessment. For students in grades 10-12 taking any administration of the ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading, and a score on the Florida statewide assessment in English Language Arts (ELA)/Reading or Florida Alternate Assessment of 3 or higher or passing concordant score on the SAT or ACT. For students with significant cognitive disabilities taking any administration of the Alternate ACCESS assessment, the proficiency criteria is a composite score of at least P4 in grades 9-12."

Student who meet exit criteria will be exited from the program and then monitored for two years (LF). The School's ESOL contact, with input from classroom teacher(s) and any other applicable staff, is responsible for monitoring an exited student's academic performance and documenting on the ELL Plan in ELLevation at four specific times after exiting: first report card; end of first semester; end of first year; and end of second year.

Parents are notified of exit through a letter in English and the child's parent language, unless clearly not feasible. Upon receipt of the statewide English Language Proficiency Assessment and Florida statewide assessment in English Language Arts (ELA) scores, the district will exit students no later than the last day of the school year. If the scores are received after the end of the school year, the district shall exit students within (2) weeks after the beginning of the next school year and shall use the last day of the school year in which the Florida statewide assessment in English Language Arts (ELA) examination was administered by the state."

An ELL Committee can also be convened at any time there is a concern about a student's placement. This decision is documented in the ELL Plan. An ELL Committee may recommend the student be exited from the program with consideration of data other than statewide assessments. An ELL committee can also meet to exit a student from the ESOL program if there is sufficient evidence to indicate English Language Proficiency is not the issue interfering with the student achieving proficiency either

on the Statewide English Language Proficiency exam or the Statewide Academic Assessment.

The student may have another documented disability that is being met through an IEP or other student plan. Regardless of the reason for exit, an ELL committee would review the student's academic and English language proficiency record and document at least two of the five criteria listed below to exit a student: (a) extent and nature of prior educational or academic experience, social experience, and a student interview, (b) written recommendation and observation by current and previous instructional and supportive services staff, (c) level of mastery of basic competencies or skills in English and heritage language according to local, state, or national criterion-referenced standards, (d) Grades from the current or previous years, or (e) test results other than the entry assessments. The School will follow the procedures stipulated in Section 11 of the district's ELL Plan to determine whether extension of ESOL services is needed for ELLs.

D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

Enter description here

SunEd High will ensure that ESOL certified/endorsed teachers are hired to serve the School's English Language Learner population. According to the FDOE EduData portal, **15%** of students in Broward County Public Schools were classified as ELL in 2024-2025. EduData reported that in 2024-2025, **15.6%** of students at SunEd High of North Broward were classified as ELL and **12.1%** of students at SunEd High of South Broward were classified as ELL.

Based on this data, it is anticipated that the new SunEd High campus will have a student population that is comprised of approximately 15% English Language Learners. When considering the maximum student enrollment projected by the School for Year 1 through Year 5, it is anticipated that there will be approximately 45 ELL students in Year 1; 53 students in Year 2; 68 students in Year 3; 75 students in Year 4; and 83 students in Year 5.

Initially, one ESOL teacher/coordinator will be employed at the school. The ESOL teacher/ coordinator will serve as the ESOL Contact person and will have the responsibility of overseeing and assisting staff in meeting the needs of the School's ELL population throughout the school year. All instructional staff members will be expected to:

- Have completed the ESOL training requirements or work toward completing the ESOL requirements within the timelines established by the Florida Consent Decree; Staff members that are in the process of completing the required ESOL courses, and have been assigned an ELL, must sign an out-of-field waiver in ESOL (SunEd High will ensure that all personnel have the appropriate ESOL endorsement/required coursework in order to be able to serve the needs of ELLs. The principal will identify each teacher's training status or requirement. The School will inform staff of the sessions or courses available to meet the training requirements);
- Identify the students in their grade book and record the ESOL level next to each student's name;
- Use appropriate lessons and reflect ESOL strategies/accommodations being used in lesson plans; and
- Use appropriate grading guidelines and report card comments.

Additionally, in accordance with Rule 6A-6.0904 (4)(c), FAC., once the School has 15 or more ELLs who speak the same language, the School will employ a bilingual paraprofessional or teacher, as required. Teachers or paraprofessionals assigned to this program will be expected to assist ELL students using their home language in the core subject areas and provide instructional assistance in the classroom to ensure the delivery of comprehensible instruction for the ELL students. These teachers/paraprofessionals will assist ELL students as follows:

- working in small groups,
- translating information,
- interpreting test questions and homework assignments, as appropriate, and helping students comprehend textbooks and other written materials.

Training Requirements

The META Agreement states that Florida teachers are required to participate in training when they have a Limited English Proficient (LEP) student assigned to their class. There are three categories of teachers (Category I, II, and III), each with its own training requirements. Administrators and school guidance counselors are also required to attend ESOL training (Category IV). Category I is for teachers responsible for teaching language instruction or reading, such as English language arts, reading and exceptional education. Category II is for teachers of math, social studies, science, or computer literacy. Category III is for teachers not listed in Category I or II, such as art, music, P.E., or media specialists. Those teachers who have not already met their ESOL training requirements upon being hired will be required to complete the necessary courses within the established timelines. The principal will monitor each teacher's training status on an annual basis to ensure that employees are complying with the training requirements within the prescribed timelines. Additionally, SunEd High will work with the Sponsor in informing staff of the sessions or web-based courses available to meet the training requirements for serving all identified English Language Learners.

Evaluation Criteria: English Language Learners

Reviewers will look for:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high- quality education.
- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Notes

Concern was added at 01/28/2026 12:17 PM by Vanessa Friedman

- The application failed to provide a clear understanding of the Alternative Pathway to Graduation for eligible ELLs.

Note was added at 01/28/2026 12:17 PM by Vanessa Friedman

- For the 2026-2027 school year, the district will be using the WIDA Screener for Kindergarten and the WIDA Screener Online for identification and placement in the ESOL program.

Note was added at 01/28/2026 12:23 PM by Vanessa Friedman

This application was reviewed by Vanessa Friedman and Leyda Sotolongo.

Element Review

Rating/Description
Meets the Standard Added by Vanessa Friedman at 01/28/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

8. School Culture and Discipline

Reviewer Instructions

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.
Statutory Reference(s):
s. 1002.33(7)(a)7.; s. 1002.33(7)(a)11.
Evaluation Criteria:
A response that meets the standard will present:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.
- Recognition of legal obligations and children's rights related to enforcing student discipline, suspension, and recommended expulsion, including the school's code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Form Result

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

Enter content here

The Governing Board and school leadership at SunEd High will promote a school culture that is characterized by mutual respect and high expectations for everyone. The school leadership and all staff members will serve as role models for students treating students, parents, and each other with respect. SunEd High's philosophy regarding student behavior reflects its commitment to the school's mission which begins with the following statement: *The mission of SunEd High is to provide our students with a safe and nurturing learning environment that will help them achieve their goals – both academically and personally.* The School's goal is to ensure that it offers students an excellent academic program in an environment in which students feel safe and valued.

SunEd believes that a safe, positive, and orderly school environment is of primary importance to creating an enjoyable and productive learning experience where students can thrive and reach their maximum potential. The educational purpose of the school is best accomplished in a climate of respect that is conducive to the teaching and learning process. Student behavior that disrupts the learning process or that infringes upon the rights of other individuals will not be tolerated. Students at SunEd High will be required to abide by the Broward County Code Book for Student Conduct. Proper and appropriate student conduct will be recognized and rewarded, whereas unacceptable behaviors will be handled in accordance with guidelines and policies delineated in the Code Book for Student Conduct. Whenever necessary and appropriate, the Collaborative Problem-Solving Team will be convened to create a plan of action for addressing a learner's behavioral challenges to provide the necessary assistance and interventions.

SunEd High will encourage parents to take an active role in supporting the School's behavioral plan. The School will ensure that parents and staff work together to ensure that students are provided with a safe, orderly, and engaging learning environment that prepares them for success. The School's mission states the following: *We believe that by working with families and the community, all students can achieve their maximum potential. We are committed to working together to provide each student with the best possible education while instilling in every student the belief that they can succeed and become responsible, contributing members of society.* To achieve the SunEd High's mission of helping students become responsible, contributing members of society, the School will promote a set of guiding principles and character values through a school-wide campaign that is spearheaded by the guidance counselor and overseen by the principal. SunEd High will adopt the Resiliency Florida Program that aims to equip students with the skills needed to achieve their academic and personal goals. The program will focus on 11 resiliency characteristics that include the following: perseverance, grit, gratitude, responsibility, responsible decision-making, critical thinking and problem solving, self-awareness & self-management, mentorship, citizenship, honesty, and empathy.

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

- Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;
- List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;
- Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy;
- Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings;
- Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and
- Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.

Enter content here

SunEd High intends to use the Broward County Public Schools **Code Book for Student Conduct.** The School will adopt the district's policies and expectations for students related to students' and parents' rights and responsibilities, inappropriate student discipline and disciplinary action, suspensions, expulsion, and the appeals process. All information contained in the Code Book for Student Conduct will be made available to parents and students upon registration and will be included in the SunEd High Parent-Student Handbook as well as the School's website. Parents and student will be required to read, discuss, and accept the policies, as verified through their signature (or the student's signature if he or she is an adult).

To promote a positive school environment, which includes meeting academic requirements, displaying appropriate behaviors, and attending school regularly, SunEd High will implement the Student Rewards and Recognition Program. The program will be included in the Parent-Student Handbook and posted in the school's front office and lobby area. As part of the program, students may earn rewards such as certificates of recognition, school-wide recognition on the Faces of Excellence Board, special treats, and gift cards.

If the School must take disciplinary action with a student in accordance with the Broward County Code Book for Student Conduct, the appropriate action will be taken by the School's administration. The least extreme consequence that can resolve the problem will be applied to the student. Teachers and administrators will strive to use a variety of informal disciplinary measures or guidance/counseling strategies prior to formal disciplinary action. Teachers will monitor student behavior and consistently enforce the School's behavioral policies, utilizing a system of rewards and consequences to ensure a safe and orderly environment in each classroom. The School will make parent contact for all violations requiring administrative action. Teachers will maintain ongoing communication with parents throughout the year to promote a positive school-home relationship and elicit parent assistance in working with students to maximize learning opportunities offered by the School. School leaders will utilize corrective strategies appropriate to address the level of disruptive behavior as indicated in the Code Book for Student Conduct. Students who demonstrate consistent behavioral problems will also be provided with assistance by the Collaborative Problem Solving (CPS) Team, which will be comprised of key individuals who will work collaboratively to develop a plan for the student. The team will discuss possible causes for inappropriate behaviors and identify intervention strategies as needed. Some of the strategies to be used include group counseling, individual counseling, and behavioral contracts.

Out-of-School Suspensions/Recommendations for Expulsion

SunEd High will follow the Broward County Public Schools **Administrative Discipline Matrix for Grades 9-12** to determine appropriate consequences for students who display severely disruptive behaviors that warrant out-of-school suspensions or recommendations for expulsion. The out-of-school suspension of a student, and the number of suspension days, is determined by the number of times the student has committed the same offense as stipulated in the district's matrix. For incidents that do not involve drugs/substances or rise to the level of expulsion or behavior intervention, the school principal has the discretion to deviate by one level when applying consequences stated in the matrix. For incidents that rise to the level of expulsion or

behavioral intervention, the principal must seek approval from the Superintendent, or designee, to deviate from prescribed consequences.

As stated in the Discipline Matrix, the types of incidents that may warrant out-of-school suspension or behavior intervention for students in grades 9-12 include, but are not limited to, the following: bullying; burglary; battery; aggravated battery; alcohol or drug use, possession, purchase, or sale; arson; cheating; criminal mischief; discriminatory actions; insubordination; disruption on campus; electronic devices; extortion; false accusations; false alarms; hoax; fighting; gambling; gang activity; defiance of authority; hazing; kidnapping; larceny; petty theft; profanity; robbery; sexting; sexual harassment; vandalism, etc. Days of suspension are dependent on the number of incidents in which the student displays the behavioral violation.

In accordance with s.1006.13, F.S., the school's threat assessment team must consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or severity of an act, which would pose a threat to school safety. A threat assessment team may use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives poses a threat to school safety.

The decision by the principal to recommend to the School Board the expulsion of a student is generally dependent on the number of times the student has exhibited the same offenses (from those stated above). Some behaviors warrant an automatic recommendation for expulsion. As stipulated in the Discipline Matrix, behaviors that may lead to the recommendation for expulsion of students in grades 9-12 include, but are not limited to, the following: homicide; threat to kill/threat of mass shooting; and weapons.

A student who is suspended from school for a disciplinary problem will be permitted to make up work missed for all absences, regardless of the number of absences. The Governing Board believes that any absence from any class, for any reason, negatively impacts student learning, progress, and achievement. Make-up work will be graded and included in student grades. Students who fail to make up missed work will be assigned a zero on daily grading for missed days.

Right to an Appeal

Parents or students who disagree with any disciplinary action will be provided with an opportunity for due process. Most problems can be resolved if students speak with the teacher or staff member who was involved. If students feel uncomfortable with this person, they may request a conference with the next level of authority. Students may also request the presence of a third party, such as a counselor, another administrator, other staff person, translator, interpreter, or attorney. Parents also have the right to be included. If talking things over does not solve the problem, the steps delineated in Section X the Broward County Public Schools Code Book for Student Conduct shall be followed. When requesting the appeal, the students and/or parent(s) must submit a request for an appeal with five school days from the initial disciplinary notification. For charter schools that adopt the district's Code of Student Conduct, the steps delineated in the section titled *Suspension Appeals for Charter Schools Adopting the SBBC Code of Student Conduct* will be followed. A Level 1 Appeal involves a meeting with the principal or administrator with the most knowledge of the incident. If the student or parent/guardian is not satisfied with the

principal/administrator's decision, they may request a Level 2 Appeal which involves a meeting with the Governing Board. The decision of the Governing Board shall be final.

Disciplining Students with Disabilities

For students eligible under the Individuals with Disabilities Education Act (IDEA), disciplinary actions such as suspension or expulsion must comply with all applicable laws, School Board policies, and the provisions outlined in the student's Individual Education Plan (IEP). If the student's behavior is determined to be a manifestation of their disability, a Functional Assessment of Behavior (FAB) must be conducted, and a Behavior Intervention Plan (BIP) must be developed and implemented. Similarly, for students identified as having a disability under Section 504 of the Rehabilitation Act of 1973, disciplinary procedures—including suspension, expulsion, and other corrective measures—must follow all applicable laws, School Board policies, and the provisions of the student's Section 504 Accommodation Plan.

Attachment G: Proposed discipline policy or student code of conduct, if applicable

G 9-12DisciplineMatrix.pdf

4.9 MB • Added 3 months ago

2025 BCPS Code of Conduct.pdf

1.4 MB • Added 3 months ago

Evaluation Criteria: School Culture and Discipline

Reviewers will look for:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.
- Recognition of legal obligations and children's rights related to enforcing student discipline, suspension, and recommended expulsion, including the school's code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Notes

Concern was added at 02/13/2026 03:29 PM by Debra Kearns

Through the narrative of the School Culture and Discipline section of this application the charter school has stated that it will adopt and follow the Code of Student Conduct of the sponsor, and well as the Discipline Matrix contained therein.
Under the Code of Student Conduct for the Sponsor and its Discipline Matrix student behaviors requiring recommendation for expulsion are limited to Class A Weapon, Threat to

Kill, Hoax Threat and Homicde, and require such actions on the first offense.
Under the same Code of Student Conduct for the Sponsor and it Discipline Matrix, there are other drug realted and non-drug related behavior that require a recommendation for a District Behavior Intervention Program at varying prescribed demonstrated incidents of recidivism.
In accordance with the Code of Student Conduct, for incidnets that rise to recommendation for Expulsion or a District Behavior Intervention Program, the Discipline Matrix must be followed without deviation.
However, as stated within this section of the application, per the sponor's Code of Student Conduct, Princpal's do maintain discretion to deviate up or down by one level only for incident types that do not ever rise to recommendation for Expulsion or a District Behavior Intervention Program.
Given these factors and requirements of the sponsor's Code of Student Conduct, and the conflicting statements presented through the narrative of the School Culture and Discipline portion of this application:
1. Does the charter school plan to deviate from the Discpline Matrix of the Code of Student Conduct for incidents rising to Expulsion or a District Behavior Intervention Program?
2. Does the charter school plan to recommend Expulsion or take action to expel for incidents other than Class A Weapon, Threat to Kill, Hoax Threat and Homocide?
Clarification is requested.

Element Review

Rating/Description
Partially Meets the Standard Added by Debra Kearns at 02/13/2026
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

9. Supplemental Programming

Reviewer Instructions

Supplemental Programming

The Supplemental Programming section should describe extra and co-curricular activities offered by the school. This section is optional.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

Form Result

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

Enter content here

It is anticipated that the student population at SunEd High will consist largely of credit-deficient, overaged students, many of whom are 18 years or older. While the primary focus of these students will be completing their coursework and earning a high school diploma, the school is committed to providing extracurricular and co-curricular activities that enrich the educational experience, foster motivation, and create opportunities for all students to participate and excel, regardless of academic standing.

SunEd High will offer a variety of clubs, programs, and events designed to support college and career readiness, build essential life skills, and encourage social engagement within the school community. These activities will occur on a regular basis—ranging from weekly club meetings to annual competitions and events—and will be funded through a combination of school resources, grants, and community partnerships, ensuring accessibility for all students. The programs are intended not only to enhance learning but also to promote leadership, collaboration, and personal growth among students. The following programs will be offered to students:

Technology Club

This club will be facilitated by a staff member and will be open to all students, not just those in the Information Technology Academy. The club will provide opportunities for students to develop their digital skills and online presence by creating online portfolios that showcase projects, blogs, professional resumes, and other computer-based work.

Ladies of Distinction Club

This mentoring and leadership program is designed to empower young women to become confident, respectful, and successful individuals both in and outside of school. The club coordinator will meet monthly with female students to discuss topics and challenges related to their gender, personal growth, and social development.

Chess Club

This club will provide students with an opportunity to learn, play, and enjoy the game of chess while developing critical thinking, concentration, and sportsmanship. The teacher sponsor will meet with the chess club every two weeks for 30 minutes to develop skills and problem-solving strategies.

Spelling Bee Committee

This committee, led by the Literacy Coach, will organize an annual Spelling Bee to celebrate and recognize outstanding student spellers. Parents will be invited to attend, and prizes will be awarded to the 1st, 2nd, and 3rd place winners.

Math Bowl Committee

This committee, facilitated by the math teacher, will coordinate an annual Math Bowl to honor students with exceptional mathematical skills. Parents will be invited to attend, and awards will be presented to the top three winners.

Graduate Activity Committee

This committee will consist of selected senior students and the Guidance Counselor. The committee will plan and coordinate senior-specific events, including the end-of-year luncheon, graduation ceremony, grad night, senior portraits, and other milestone activities, ensuring a memorable conclusion to the senior year.

OIC Relationships Course

This community-based program is designed to help teens and young adults develop healthy relationship skills and make positive life choices. Through interactive lessons

and discussions, students will learn how to navigate the challenges of young relationships, practice abstinence, and resolve conflicts respectfully and effectively.

Club Elevate

This club, funded through a grant from the Children's Services Council, is designed to help teens and young adults develop leadership abilities, essential life skills, and effective conflict-resolution strategies. The club will provide a supportive environment where students can build confidence, strengthen interpersonal skills, and prepare for success in school, work, and the community.

Science Fair Committee

This student group, led by the science teacher, will be responsible for planning, organizing, and overseeing the school's science fair — an event where students present research projects or experiments to be judged.

Social Studies Bowl Committee

This student group, led by the social studies teacher, will be responsible for planning, organizing, and managing the school's participation in a Social Studies Bowl — a competitive academic event focused on history, geography, civics, economics, and current events.

Poetry Club

This club, led by the ELA teacher, will be designed for students who love reading, writing, and performing poetry so that they can come together to share their work, explore different styles of writing, and build a supportive artistic community. It encourages self-expression, creativity, and appreciation of language and literature.

Student Government

A group of elected and appointed student leaders will represent the student body and help organize school activities, events, and initiatives. It is designed to give students a voice in school affairs and to help them develop leadership, teamwork, and communication skills. These students will conduct daily announcements, give school tours, help organize events, assist with building beautification, etc.

Evaluation Criteria: Supplemental Programming

Reviewers will look for:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.
- Lack of supplemental programming may not be a basis for denial.

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 02/10/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

IV) ORGANIZATIONAL PLAN

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school's governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

1. Governance

Reviewer Instructions

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

Statutory Reference(s):

s. 1002.33(7)(a)15.; s. 1002.33(9)

Evaluation Criteria:

A response that meets the standard will present:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.
- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Form Result

A. Describe the school's existing or planned legal status, including non-profit status and federal tax- exempt status.

Enter description here

The School qualifies for Section 501(C) (3) status as a non-profit organization under the Internal Revenue Code.The School qualifies for Section 501(C) (3) status as a non-profit organization under the Internal Revenue Code.

B. Provide the following documents, if available, as attachments:

- The articles of incorporation for the applicant organization (or copies of the filing form) –Attachment H
- 501(c)(3) tax exempt status determination letter (or copy of the filing form) –Attachment I
- Governing board by-laws – Attachment J
- Governing board code of ethics and conflict of interest policy – Attachment K

Attachment H: Articles of incorporation

H Articles of Incorporation.pdf
58.29 KB • Added 3 months ago

Attachment I: 501(c)(3) tax-exempt status determination letter (or copy of the filing form)

I Tax Exempt Letter and Certificate.pdf
1.29 MB • Added 3 months ago

Attachment J: Governing board by-laws

J Bylaws 1.pdf
1.17 MB • Added 3 months ago

Attachment K: Governing board code of ethics and conflict of interest policy

K Code of Ethics-Conflict of Interest Policy.pdf
108.44 KB • Added 3 months ago

C. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

Enter content here

The governance structure at SunEd High is depicted in the school's organizational charts that are included as Attachment M. The roles, powers, and duties of the Governing Board are described below.

The SunEd High Governing Board is composed of individuals with the knowledge, experience, and availability necessary to serve effectively. As the School's ultimate decision-making authority, the Governing Board is responsible for establishing policies, managing financial affairs, ensuring proper stewardship of public funds, and overseeing the overall management and operations of the School. It also safeguards continuity between the founding members and future Board members. In addition, the Board is committed to advancing the School's mission and ensuring that all students receive a high-quality education. By aligning responsibility with accountability, the Governing Board promotes both academic success and financial efficiency.

The Board will recruit, hire, and evaluate the principal. The Board will hold the principal responsible for the administration of its policies, the execution of Board decisions, the day-to-day operations of the School, the supervision of teachers and staff; the safety of students and staff; and for openly communicating with the Board regarding school operations, student achievement, financial expenses necessary to further the School's mission, and areas of need or concern. The Board will provide the principal with the autonomy necessary to implement academic programs at the School; enforce school policies and procedures; hire, supervise, and make decisions regarding reappointment or non-reappointment of school personnel; enforce the code of student conduct; and manage the day-to-day operations of the School. The Board will conduct a mid-year and end-of-year evaluation of the principal's job performance and make decisions related to reappointment or non-reappointment of the principal. The principal will attend all board meetings and present the "Principal's Report" at each meeting to maintain the Board abreast of all issues related to school operations, inform the Board of the School's financial needs in order to support the School's mission, inform the Board of any concerns expressed by School's stakeholders and possible solutions, and conduct a presentation on the current academic performance of students in all academic areas and status of compliance with the School Improvement Plan.

In addition to the principal, there will be other key members of the staff that will serve in leadership roles and report to the principal. The School will have an assistant principal, or a dean of students, to assist the principal with matters related to academics and discipline. Additional members of the leadership team include the guidance counselor, ESE coordinator, and ESOL coordinator. The principal will identify key personnel to serve as department heads or committee chairs. These staff members will serve as leaders within the school and will work with specific staff members in leadership/mentorship roles.

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

Enter content here

The Governing Board will establish its meeting schedule for the upcoming fiscal year during the first meeting of each year. The Board will meet no less than quarterly, with meetings generally held on a monthly basis. All Board meetings will comply fully with Florida's Government in the Sunshine Law and Florida's Public Records Law, ensuring transparency and accessibility. The Board will ensure that all meetings are open to the public. Reasonable notice of meetings (at least seven days in advance) will be provided through multiple channels, including posting notices in the School's main office and on bulletin boards, distributing newsletters to families, and publishing announcements and reminders on the School's website. Minutes will be taken at each meeting, promptly recorded, and approved by the Board. Approved minutes will be made available for public inspection both on the School's website and in the main office, in accordance with Florida's public records laws.

E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

Enter content here

As per the Governing Board bylaws, the Governing Board will consist of "no less than three voting members and no more than seven." The entire Board shall determine the exact number of board members from time to time. With a minimum of three board members, there shall be a president, vice-president, and secretary/treasurer. If there are more than three board members, the secretary/treasurer position, at the discretion of a majority of the Board, may be divided amongst two separate board members. The Board will serve as representatives of the community it serves and work diligently to recruit the parent of a SunEd High student to serve on the Board. A member of the Board, or designee, will serve as the conflict resolution contact and will address the concerns of students and parents. Board members will be elected according to the policies delineated in the Governing Board bylaws (included as Attachment J). The Board will recruit board members that have the capacity and qualifications in areas that will benefit the School. When selecting candidates for the Governing Board, the nomination committee will look for individuals who demonstrate the following characteristics:

- Support the School's educational mission and philosophy and has a desire to serve the broader community
- Understand the role of governance is to ensure school is operating is in compliance with the charter contract
- Have expressed a commitment to providing encouragement and support to School employees (the principal, teachers and staff)
- Can serve with humility
- Can meet quarterly and/or monthly as needed
- Have expressed a commitment to support celebrations and important events at the School
- Can understand and interpret the content of financial reports
- Have expressed a willingness to serve a term of two years.

The members of the current Governing Board are experienced in serving in that role and have knowledge and expertise in the following areas: legal issues, finance and accounting, business, and education.

F. Describe how board members have been and will be selected including term limits and selection of officers.

Enter content here

To select new board members, a nominating committee will be established. The nominating committee will consist of three board members. The nominating committee shall accept and review all applications for the board positions. The committee will then forward those approved applications with recommendations and comments for a final vote before the full Board. The chairperson of the nominating committee shall serve for a term of one year. The Board shall establish any additional committees as needed. Any interested party shall submit nominations for the Governing Board to the nominating committee. The nominating committee shall first review all the applicants and then refer approved applicant with the committee's recommendations to the full Board for approval or denial. According to the bylaws, if the Board has less than three voting members, the Board will review all applicants and select by consensus only the number of applicants as board members needed to reach the minimum number for quorum (three). When electing board members, every reasonable effort shall be made to elect members who will represent the stakeholders of the School and the community. As per Board bylaws, board members shall be selected and elected at a duly organized meeting of the Governing Board. Notice of the Board’s intentions to elect a board member shall be included in the agenda for that meeting and publicly announced. All vacancies occurring on the Board for any reason shall be filled by the majority of the members in office at any meeting of the Board. A member is elected to fill the unexpired term of the predecessor. A member elected to fill a vacancy will serve until a successor is elected. Newly elected board members will agree to support the founding organization’s vision to maintain continuity between the founders and the subsequent board members. All board members will work cooperatively to achieve a seamless transition from one board member to another. Board members will serve a term of two years in staggered terms or until a successor is elected. One half of the board members shall be elected each year at the annual meeting by majority vote of the members of the Board currently in office. Board members may serve unlimited terms, providing that they are duly re-elected for additional terms. The officers of the Board shall be elected annually by the Board, immediately following the election of board members at the regular annual meeting in September. Vacancies may be filled at any meeting of the Governing Board. With a minimum of three board members, there shall be a president, vice president, and a secretary/treasurer. If the Board consists of more than three board members, the position of secretary/treasurer may be divided amongst two board members, at the discretion of the majority of the Board. The president shall serve for one year. He or she shall have general supervision of the affairs of the School. The president shall preside at all board meetings and shall have such other duties as prescribed by the Board. In the absence of the president, the vice president shall perform the duties of the president. The vice president shall have such other duties as prescribed by the Board. The secretary shall act as secretary of all board meetings and shall be responsible for the minutes of all such meetings. The secretary shall perform additional duties as prescribed by the Board. The treasure shall be chairperson of the finance committee and will be responsible for accounting for all monies of the School, including depositing and investing the monies in accordance with the policy adopted by the Board. The treasurer shall perform additional duties as prescribed by the Board.

The Governing Board for the two current SunEd High schools will be the same Board for the new school.

G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

Enter content here

The SunEd High Governing Board is committed to ensuring the success of the School and possesses the knowledge and skills needed to provide appropriate oversight of the School. The Governing Board will be comprised of individuals who will adhere to the bylaws, promote academic success and financial efficiency, and perform the following duties to ensure that the School will be a success academically, operationally, and financially.

- Require the principal to present a report at each board meeting that highlights academic performance of students in all areas, and is supported by student performance data reports
- Become familiar with the School Improvement Plan and require the principal to maintain the Board updated on progress made throughout the year on implementing strategies and meeting goals
- Conduct school site visits and attend school events
- Evaluate the principal's ability to comply with duties and obligations, and fulfill the mission and goals of the School
- Approve student handbooks, discipline plans, dress codes, parent handbooks, etc.
- Exercise continuing oversight over charter school operations
- Ensure submission of all required reports to the Sponsor on a timely basis
- Become aware of due dates for financial records, inspections, annual reports, and insurance requirements
- Ensure the facilities in use by the School are adequate for instruction of students, administrative functions, and, if the need arises, engage in planning for acquisition of future facilities
- Identify a representative of the Board, or designee, to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and to resolve disputes (ensure the Board representative's contact information is posted on the School's website)
- Monitor the School’s personnel issues, including salary and benefits for employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.
- Annually adopt and maintain an operating budget
- Monitor the financial status of the School, including revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt (as needed)
- Ensure that the School has retained the services of a certified public accountant for the annual financial audit, pursuant to paragraph (g), who shall submit the report to the Governing Board
- Review and approve the audit report, including audit findings and recommendations
- Monitor a financial recovery plan, if needed, to ensure compliance
- Oversee operational policies, academic accountability, and financial accountability
- Maintain copies of bylaws and minutes

- Attend meetings regularly and adhere to the Sunshine Laws, Public Records Laws, and all applicable state statutes

The Governing Board of SunEd High is composed of the following members:

- Carmen Joy Gugliuzza, Board President - Marketing Executive and Realtor
- Gary Light, Secretary/Treasurer – Chief Information Officer
- Juan Garcia, Board Member - Associate Vice President/Financial Advisor

Together, the knowledge, skills, and expertise of these board members position the School to operate effectively and maintain strong fiscal health (Board members' resumes are included in Attachment L).

H. Complete the table below (add lines as necessary) and for each individual identified here provide 1) a completed and signed Board Member Information Sheet (template provided), and 2) resume.

Board Member Information Sheet Template.docx
15.05 KB • Added 6 months ago

Board Member Information Sheet	L Carmen Joy-Board Info Form 1.pdf 428.32 KB • Added 3 months ago L Gary Light Governing Board Information Sheet.pdf 335.58 KB • Added 17 days ago L Juan Garcia Governing Board Information Sheet.pdf 242.64 KB • Added 17 days ago Board Member Information Sheet SunEd High.docx 15.28 KB • Added 17 days ago
Board member resumes	L Gugliuzza Bio.pdf 105.8 KB • Added 3 months ago L Garcia Resume.pdf 129.47 KB • Added 3 months ago L. Gary Light Resume.docx 29.52 KB • Added 17 days ago

Enter content here NA

I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

Enter contet here

One of the Governing Board's primary roles is to help select new board members. The Governing Board will appoint a nominating committee to recommend candidates to fill any vacancies on the Board, keeping in mind the need to have a balance of business and education expertise on the Board. All founding members will continue as members of the Governing Board until their respective terms expire. It has been the experience of the other SunEd schools that qualified individuals from the local community will sometimes come forward to request to be on the Board or to recommend someone to serve on the Board. Moreover, Governing Board members themselves, through their connections to the community, can identify qualified individuals who are willing and able to fill board vacancies as they become available. Additionally, the School will post board vacancies on its website to help recruit candidates. The Governing Board will not discriminate against any candidate on the basis of race, creed, color, gender, national origin, sexual orientation/preference, age, or disability in its recruitment and selection process.

Pursuant to Rule 6A-6.0784, all Governing Board members must participate in a state-approved four-hour initial governance training course within 90 days of appointment to the Board. Additionally, board members shall be required to participate in a two-hour refresher course every three years. Per Section 1002.33(9)(j)4, the training components for governance training include the following: government in the sunshine, conflicts of interest, ethics, and financial responsibility.

All Governing Board members will be provided with a Board Guide. The Board Guide will be a reference that helps to ensure efficient organization and ease of reference to important content matter. The Board Guide includes the following:

- Charter contract and other legal documents such as articles of incorporation, bylaws, etc.
- School mission, vision and school improvement or strategic plan
- The educational plan of the School, including educational philosophy, learning outcomesfor students, curriculum, instructional strategies, assessment methods, etc.
- Board structure and operations, including policies, description of board members' responsibilities
- Staffing structure, job description of school administrators, and administrator performance review procedures

Additional training for board members that will increase their capacity will include the following: attendance at the Florida Charter School Conference, participation in school site professional development programs, invitation to attend faculty meetings or committee meetings, participation in school advisory committee meetings.

J. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

Enter content here

All board members of SunEd High will be expected to uphold the highest standards of ethical, professional behavior. Upon taking the oath of office, board members will agree to commit themselves to carrying out the mission of the school in accordance with the Code of Ethics. The Code of Ethics is included as Attachment K.

The Board shall exercise the utmost good faith in all transactions involved in their duties, and they shall not improperly use their positions with, or knowledge gained for their personal benefit. The Board has the responsibility of administering the affairs of the non-profit corporation honestly and prudently through an adopted conflict of interest board policy. The areas of potential conflicts of interest that are listed in the Board's policies are not exhaustive or all inclusive. Conflicts might arise in other areas or through other relations. The Board is expected to be attentive and proactive in recognizing and disclosing any potential conflict of interest. It is the policy of the Board that the existence of any conflict of interest shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Board to scrutinize transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures. The Governing Board Conflict of Interest Policy and signature page is included as Attachment K.

Addressing and identifying conflicts of interest include the procedures that follow. Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed: 1) The conflicting interest is fully disclosed; 2) The person with the conflict of interest is excluded from the discussion and approval of such transaction; 3) Where products, goods or services are being procured or sold, that there exists reliable independent evidence of fair value (which shall be specifically identified in and attached to the minutes), which may include a competitive bid or market survey or comparable valuation or other reliable evidence of market value; and the Board has determined that the transaction is in the best interest of the organization.

To avoid any conflicts of interests within the Board, each member of the Board must complete a full disclosure form for the Sponsor that provides detailed information needed to ensure the appointment of effective board members. Florida Statutes Section 1002.33(7)(a)(18) requires full disclosure of the identity of all relatives employed by the charter school who are related to the charter school owner, president, chairperson of the governing board, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision-making authority.

Disclosure should be made to the Board President who shall bring the matter to the attention of the Board. Disclosure involving the directors should be made to the Board. The Board shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair and reasonable. If the conflict is not deemed to be material and the conflicted party is excluded from the decision-making process, then the Board can use its reasonable judgment to make a decision which it deems is in the best interest of the entity. The decision of the Board on these matters will rest in its sole discretion, and its concern must be the welfare of the school, the corporation, and the advancement of their purpose.

K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

Enter content here

The School will establish a School Advisory Council (SAC) that will be comprised of the principal, selected teachers, staff, parents, community partners and students. The SAC will meet on a quarterly basis throughout the school year to review programs, processes and procedures that target school improvement efforts. The SAC will focus on creating and maintaining an educational environment that promotes the School's mission and a positive school culture. The principal will chair the SAC and provide a report on the SAC's activities and recommendations to the Governing Board at each Board meeting.

L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

Enter content here

SunEd High will follow an established process for resolving issues should a parent/guardian and/or a student have an objection or complaint regarding a Board policy or decision, an administrative procedure, or a practice used at the School. The process will include steps for resolving concerns related to any student welfare provisions described in s. 1001.42(8)(c)1.-6., F.S. The following steps will be followed at SunEd High to resolve parent/student complaints:

1. Complainant will submit a written request to the principal outlining the nature of the grievance and desired resolution. The complaint should be written on a form developed by the School and should contain a statement of the facts and the specific outcome desired by the parent/guardian or other person making the Complaint ("Complainant").
2. The principal shall contact the Complainant within 48 hours of receiving the grievance form to obtain further details and possibly resolve the matter.
3. If necessary, the principal shall schedule a meeting with the Complainant and appropriate staff member or administrator involved with the issue at a convenient date and time. The meeting shall occur within 48 hours of speaking with the parent.
4. The principal will make a final determination as to the proper resolution to the matter at the meeting or contact the Complainant with the resolution within 24 hours of the meeting with the Complainant and staff members.
5. If the Complainant feels the issue was not satisfactorily resolved, the Complainant may appeal to the designated parent liaison (whose contact information will be prominently displayed on the School's website).
6. The designated parent liaison shall contact the Executive Director for resolution. The Executive Director shall schedule a meeting with all involved parties within 48 hours of receiving the request from the designated parent liaison. A resolution will be made at the meeting or provided to the Complainant within 24 hours of the meeting.
7. If the Complainant is still not satisfied with the resolution, he/she may appeal the grievance to the Governing Board. The Complainant shall submit a written request to the designated parent liaison so that he/she can request a Governing Board hearing. The Governing Board shall review the grievance and proposed administrative resolution within 14 days of receiving the hearing request. The Board shall render a final decision on the matter by majority vote at the hearing.
8. The Complainant may have another adult of his/her choice attend any of the above sessions, with prior notification, which includes the person's identity and role, to assist them in articulating his/her grievance.

If the school is filing the application in conjunction with a college, university, museum, educational institution, another non-profit organization or any other partner, provide the following information:

M. Name of the partner organization.

Enter content here NA

N. Name of the contact person at the partner organization and that person's full contact information.

Full Name NA NA

O. A description of the nature and purpose of the school's partnership with the organization.

Enter content here NA

P. An explanation of how the partner organization will be involved in the governance of the school.

Enter content here NA

Evaluation Criteria: Governance

Reviewers will look for:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.
- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Notes

Note was added at 01/27/2026 03:39 PM by Detra Adams

This application was reviewed by Donte Collins, Director and Detra Adams, Coordinator of the Charter Schools Management Support Department. The application failed to provide a completed Board Member Information Form, and signatures on the Attestation Form for all

board members. The application also failed to explain the current background clearance process that will be employed to ensure that all board members are fingerprinted and cleared according to state law.

Element Review

Rating/Description
Meets the Standard Edited by Donte' Collins at 03/03/2026
Meets the Standard Edited by Detra Adams at 03/03/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 03/03/2026

2. Management and Staffing

Reviewer Instructions

Management and Staffing

The Management and Staffing section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.
Statutory Reference(s):
s. 1002.33(7)(a)9.; s. 1002.33(7)(a)14.
Evaluation Criteria:
A response that meets the standard will present:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Form Result

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- The pre-operational year;
- The first year of school operations;
- At the end of the charter term; and
- When the school reaches full capacity, if in a year beyond the first charter term.

Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

Attachment M: Organization Charts

M.1 Organizational Chart Pre-Operational.docx
29.53 KB • Added 3 months ago

M.2 Organizational Chart First Year.docx
33.96 KB • Added 3 months ago

M.3 Organizational Chart Full Capacity.docx
34.49 KB • Added 3 months ago

B. Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.

Enter content here

The Governing Board intends to hire the principal for SunEd High at least five months prior to the opening of the School. The Board will request the support of the educational service provider to advertise and screen candidates. An important part of the screening process will be to validate the credentials and work history of each candidate. The Board will look for educators with specific qualifications that are needed to be an effective leader at an alternative education high school. The candidate must possess prior experience in school leadership and a demonstrated commitment to the mission and philosophy of SunEd High, including innovation, flexibility, and accountability for student outcomes. Another important quality for the candidate is to have experience in working with diverse learners, including at-risk students at the secondary level. Additionally, the candidate must have a strong belief in these students' ability to succeed through personalized learning pathways. The most qualified candidate will be hired in accordance with s.1000.05 (Florida Educational Equity Act) which prohibits discrimination on the basis of race, color, national origin, sex, disability, religion, or marital status.
The job description for the principal, included as Attachment N, delineates the essential duties, responsibilities, and skills that must be demonstrated by the school leader. A detailed summary of the principal's qualifications is included as Attachment O.

Proposed Job Description and Resume

N Job Description Principal.docx
17.39 KB • Added 3 months ago

--OR--

If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

Attachment O - Proposed Job Description and Qualification Requirements

O Qualifications for School Principal.docx
23.2 KB • Added 3 months ago

C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

Enter content here

The Governing Board of the School is the ultimate policy-making body that establishes policies and procedures related to the educational program and operation of the School, and provides oversight to ensure proper management of funds. The Board will hire the school principal who will be responsible for executing the policies and procedures established by the Board. The principal will report to the Governing Board. The school principal will be responsible for all aspects of school operations within the scope of his or her job description including implementation of policies and procedures and budgetary functions as adopted and approved by the Governing Board, which are in alignment with state statutes. Members of the School's leadership team, teachers, and support staff will all report directly to the principal. Job descriptions for each administrative or leadership position are included as Attachment P.

Attachment P: Job descriptions

P Job Description Student Success and Life Coaching Specialist (1).docx
35.78 KB • Added 3 months ago

P Job Description CTE Specialist.docx
35.43 KB • Added 3 months ago

P Job Description Form Enrollment Specialist.docx
33.71 KB • Added 3 months ago

P Job Description Events and Building Presentation Coordinator.docx
35.32 KB • Added 3 months ago

P Job Description Form Assistant Principal-Discipline, Attendance, and Facilities (1).docx
32.94 KB • Added 3 months ago

P Job Description Form Assistant Principal-Discipline, Attendance, and Facilities.docx
32.94 KB • Added 3 months ago

P Job Description College and Career Coordinator.docx
35.3 KB • Added 3 months ago

P Job Description Administrative Assistant - Front Desk Operations (1).docx
37.22 KB • Added 3 months ago

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of

the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.

Enter content here

The School's staffing plan for Year 1-5 is shown in the chart below. The proposed job descriptions and qualification requirements for the teachers are included as Attachment Q.

Position	Year 1 (300)	Year 2 (350)	Year 3 (450)	Year 4 (500)	Year 5 (550)
Principal	1	1	1	1	1
Dean/Asst. Principal	1	1	1	1	1
Guidance Counselor	0	1	1	1	1
Registrar	1	1	1	1	1
Administrative Assistant	1	1	1	1	1
Community Liaison/Enrollment Specialist	1	1	1	1	1
Career Coordinator	1	1	1	1	1
English Teacher	1	1.5	2	2	2
Mathematics Teacher	1	2	2	2	2
Science Teacher	1	1	1	2	2
Social Science Teacher	1	1	1	2	2
Reading Teacher	1	1.5	2	2	2
ESE Teacher/Specialist	1	1	1.5	2	2
ESOL Teacher/Coordinator	1	1	1	1	1

Attachment Q: Proposed Job description(s) and qualification requirements

Q Job Description Teacher.docx

37.09 KB • Added 3 months ago

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

Enter explanation here

Recruitment – Partnerships with local universities; participation in teacher recruitment events (at local colleges and at the state-organized events); recruitment through on-line recruitment services; employee referrals; development of potential teachers that are current employees; and job fairs organized by the School.

Selection - Comprehensive interview process conducted by interview committee (comprised of principal, members of the leadership team; department chairs); Requirement for candidates to teach a lesson at the School; excellent references and qualifications required; appropriate certification(s) required; experience in working with target population preferred.

Development - Induction program for beginning teachers; assignment of mentors to beginning teachers; comprehensive professional learning program that consists of on-site and off-site training; development of the Individual Professional Growth Plan for each teacher; online professional development opportunities; professional learning communities; classroom walk-throughs with immediate feedback; coaching and modeling of lessons by administrators and model teachers; staff development by consultants or representatives from curriculum companies; weekly faculty meetings.

Evaluation Criteria: Management and Staffing

Reviewers will look for:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Notes

Note was added at 02/10/2026 05:01 PM by Rhonda L. Stephanik

As indicated by Sherry Richmond: Teacher job description should include certification qualifications as it aligns with Florida State Statute **6A-1.0503 Definition of Qualified**

Instructional Personnel and required Florida certification based on course codes assigned in the Florida Course Code Direcctory
at https://www.fldoe.org/policy/articulation/ccd/index.stml.

Element Review

Rating/Description
Meets the Standard Added by Sherry Richmond at 01/14/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

3. Human Resources and Employment

Reviewer Instructions

The Human Resources and Employment section should define the policies and procedures that frame the school's relationship with its staff.

Statutory Reference(s):

s. 1002.33(7)(a)14.; s. 1002.33(12)

Evaluation Criteria:

A response that meets the standard will present:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.
- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Form Result

A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

Enter explanation here

At SunEd High, the relationship between the Board and its employees will be one of mutual respect and transparency. The Board will hire the principal who will have the responsibility of recruiting and hiring qualified, committed, ethical, and responsible faculty and staff members. The relationship that will exist between the principal and the staff will be positive, professional, and supportive. The principal will promote a culture that consists of shared values and beliefs which include the following: high expectations for all students and staff and a genuine commitment to helping students succeed. Employment will be at will and the School will contract with Paychex to provide services related to human resources and regulatory compliance issues, payroll, tax preparation, benefits, claims administration, workers compensation, risk management, and loss control. Employees will be contracted annually--from August 1st to July 31st--and will be expected to adhere to all provisions of the employment contract. Failure to comply with contractual obligations will result in non-renewal of contract at the end of the year. The employee contract will contain the following information:

- Compensation Plan (Salary and Benefits)
- Paid Time Off
- Work schedule
- Professional Development/Continuing Education
- Certification Requirements
- Performance Evaluation
- Employee Rights
- Conditions of Employment
- Security and Background Clearance
- Child Abuse and Neglect Reporting
- Conflict of Interest
- Propriety Information and Confidentially
- Non-Competition Clause
- Non-Solicitation Clause
- Compliance with Federal and State Laws
- Termination of Agreement
- Governing Law
- Assignment of the Agreement
- Notification Due to School not in operation
- Agreement of the Contract
- Contract Acceptance

B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

Enter content here

SunEd High will conduct annual performance evaluations of all teachers and administrators utilizing instruments that comply with s. 1012.34, F.S. The School will utilize the Florida Consortium of Public Charter Schools (FCPCS) Evaluation System for Classroom Teachers and Other Instructional Employees and the FCPCS Evaluation System for Principals and Assistant Principals. These instruments have been approved by the state as well as the school district. The FCPCS evaluation systems for instructional personnel and administrators include the required components and meet the statutory guidelines stated in 2. 1012.34, F.S.

In accordance with statute, performance evaluations will be conducted a minimum of once per year for each instructional and administrative employee (except newly hired teachers must be evaluated twice in the first year). All individuals with evaluation responsibilities will be trained on the proper use of the evaluation criteria and procedures. Evaluations will be based upon sound educational principles and contemporary research in effective instructional or leadership practices. Evaluation procedures will support effective instruction and student learning growth.

The evaluation system will include appropriate instruments, procedures, and criteria for continuous quality improvement of the professional skills of instructional and administrative personnel. Performance evaluation results will be used in identifying professional development.

The evaluation systems will differentiate among four levels--highly effective, effective, needs improvement or developing (for teachers in their first three years of employments), and unsatisfactory. In accordance with state statute, at least one third of the performance evaluation must be based upon data and indicators of student learning growth assessed annually by statewide assessments or, for subjects/grades not assessed by statewide assessments, by school district or local assessments. Student growth determination must be based upon the students assigned to the educator’s classrooms or the administrator's school. At least one third of the performance evaluation is based on Instructional or Leadership Practice and Professional and Job Responsibilities. The remainder may include other indicators of performance. FCPCS bases the Annual Performance Rating as follows: 34% is based on student growth and 66% is based on professional practice (instructional or leadership) and other job responsibilities.

The evaluation systems for instructional and administrative personnel consists of domains and indicators based on the Florida Educator Accomplished Practices (for classroom teachers and other instructional personnel) and the Florida Educational Leadership Standards (for principals and assistant principals). Non-classroom instructional personnel's professional practice evaluation instruments consist of domains and indicators that are based on the FEAPs, National Standards (if they exist), and job duties related to the position. There is prioritization of domains/indicators in the professional practice instruments to support effective instruction and student learning growth. Professional practice instruments include a scoring and weighting system that apply to instructional practice criterion. The evaluation system includes rubrics for distinguishing among proficiency levels in the instructional practice indicators and the administrator practice indicators.

There are specific processes and procedures for conducting evaluations and for providing feedback to individuals being evaluated. Results of evaluations are used to determine individual professional learning needs for employees.

The principal will evaluate the performance of all school employees, including members of the leadership team. The results of both formal and informal observations will be used to guide performance and to identify professional development. A component of the FCPCS Evaluation System for Teachers and Other Instructional Employees is the Individual Professional Growth Plan (IPGP). This tool is used by the instructional employee's supervisor to identify professional development that is specific to the individual employee. Additionally, the evaluation system contains an informal Classroom Walk-Through Tool that is used to identify the teacher's adherence to the Florida Educators Accomplished Practices (FEAPs) and the observations must be followed up with meaningful feedback and support for the employee. The feedback and support provided are aligned with the results of the informal observations. Types of support provided included coaching, mentoring, training, workshops, online training modules, and other types of professional learning.

The Governing Board will formally evaluate the performance of the principal annually. Professional learning and leadership growth activities for administrators will be aligned to results of their evaluations. An available component of the FCPCS Evaluation System for principals and assistant principals is the Professional Growth Form. This form may be completed by the principal in collaboration with the evaluator. It allows the principal to set target leadership practice goals based on previous evaluation results. The identified goals will assist the principal in making improvements in the school, as well as in achieving professional growth with the assistance and support of the evaluator. The Board will use evaluation results from year to year to identify target goals for the principal and to recommend professional learning that is aligned to results.

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

Enter contet here

SunEd High recognizes that a significant contributor to student achievement and the success of the school is a highly qualified and stable instructional staff. To attract and maintain quality instructional staff, the Board has developed a compensation and retention plan that consists of the following:

Competitive salaries

Base Pay for teachers is $47,500. Teachers receive an additional $200 for every year of experience, an additional $2,500 for a master's degree, an additional $1,500 for a specialist or higher degree (post graduate degree must be in the field of education or in educational leadership). Employees will receive a cost-of-living adjustment each year.

Health benefits

Employees will be provided with health insurance. Employees will have the option to purchase additional benefits such as life, dental, vision, and ancillary benefits.

Additional Job Benefits

Employees will receive nine days of paid leave, one bereavement day, three paid professional development days (related to current job and contingent upon the employee providing training to the appropriate staff upon return to the school), approved non-paid leave for medical or family crises.

Opportunities for growth within the schools

The administration at the School will mentor staff members and encourage them to seek growth opportunities and continue their education. As positions become available, staff members will be notified and considered for the position.

Professional learning opportunities within the school and through the district

Staff members will have opportunities to participate in trainings and workshops offered at the School and professional learning offered through the district and Broward Virtual University (as posted on "My Learning Plan").

Teacher Mentorship

New teachers will be paired with qualified, experienced, and effective teachers who will provide guidance, direction, and support. Mentor teachers will be identified by the principal based on the teachers' performance on formal observations, success of their students on state and District assessments, and knowledge and expertise in their specific fields. The principal will also serve as a mentor to each new teacher.

Staff Survey

Mid-year survey will be used to gather feedback from new employees; the feedback provided by employees will be used to make positive changes for the school, staff, and students.

Reimbursement for course work

Teachers will be reimbursed for courses taken to obtain reading endorsement or additional relevant certifications.

Stipends

Instructional personnel who perform specific additional duties will receive stipends. Specifically, the Literacy Coach will receive an additional $1,000;

the Testing Coordinator will receive an additional $1,000; the ESE Coordinator will receive an additional $1,000; and the ESOL coordinator will receive an additional $1,000.

Performance Pay

Additional compensation will be provided for teachers who are rated as “highly effective” or “effective.” Highly effective teachers will receive a bonus of 4.5% of their annual salary and Effective teachers will receive a bonus of 3.5% of their annual salary.

D. Outline the school’s procedures for hiring and dismissing school personnel, including conducting criminal background checks.

SunEd High will follow specific procedures for hiring and dismissal of school personnel. To recruit quality employees, the School will implement a comprehensive recruitment process that includes advertisements at local universities; recruitment through online recruitment services; employee referrals; and job fairs organized by the School. The School is an equal opportunity employer and will not discriminate in the hiring process on the basis of sex, religion, race, color, age, disability or national origin. The School will always endeavor to hire the best-qualified applicants. Interested aplicants will undergo an extensive interviewing/screening process. This comprehensive process will increase the probability that personnel hired will be successful in their positions at SunEd High. All applicants must undergo Level 2 security background screenings through the AHCA Clearinghouse as a condition for employment in accordance with the requirements for charter schools set forth in section 435.04, F.S.

The SunEd High Employee Handbook clearly outlines the procedures for both Reduction in Force (RIF) and Employee Termination, as summarized below.

Reduction in Force

A Reduction in Force (RIF) may occur due to factors such as budget constraints, program or course changes, course elimination, decreased student enrollment, financial emergencies, or organizational restructuring. Prior to implementing a RIF, the administration will review all available alternatives and make every reasonable effort to avoid reductions. If a reduction becomes necessary, the principal will provide written notice to affected employees. When hiring resumes, the principal will make reasonable efforts to offer reemployment to former staff members who were impacted by the reduction.

Termination

- **Voluntary Termination:** Hourly employees who choose to resign before the end of the academic year are expected to provide at least two (2) weeks' written notice. Contracted or salaried employees are expected to fulfill the terms of their employment contract and complete the academic year. Failure to provide appropriate notice will be recorded in the employee's personnel file and may be referenced in future employment verifications.
- **Involuntary Termination:** It is the policy of the School to retain employees who perform their duties effectively and uphold professional standards. However, termination may be necessary under certain conditions and for good cause. Types of involuntary termination include:
- **Layoff (Reduction in Force):** As described above.
- **Performance-Based Termination:** Employment may be ended due to unsatisfactory job performance or failure to meet expectations.
- **Disciplinary Termination:** Employment may be terminated for misconduct, violation of school policy, or willful negligence. Employees dismissed for disciplinary reasons will not be considered for reemployment.

The School reserves the right to terminate, demote, or suspend part-time, temporary, or probationary employees at any time and for any lawful reason. Consistent with Florida law, employment at SunEd High is at-will, meaning that either the employee or

the School may terminate the employment relationship at any time, with or without cause or notice, unless otherwise provided by written contract.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

Enter content here

The School shall provide all employees with a copy of the *SunEd High Employee Handbook*, which contains the School's official personnel policies and procedures (see Attachment R).

Attachment R: Personnel policies, if developed

R Employee Handbook.docx

496.99 KB • Added 3 months ago

F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

Enter content here

Unsatisfactory Performance

The Governing Board expects all employees to perform their assigned duties at or above satisfactory levels, adhere to professional standards of workplace behavior, and comply with all applicable laws, rules, and regulations. All employees, including school leadership, are subject to corrective or disciplinary action when warranted. The purpose of disciplinary action is to correct deficiencies, foster professional growth, and maintain a positive and respectful work environment—not to punish.

The *SunEd High Employee Handbook* outlines a progressive discipline process designed to ensure fairness and due process:

- **Verbal Warning:** The administrator meets privately with the employee to discuss the issue, review relevant policies, and explain expectations and potential consequences if the issue is not corrected.
- **Written Warning:** For repeated or more serious concerns, the administrator conducts a formal counseling session and issues a written warning describing the issue, the required corrective actions, and a specific timeline for improvement. The warning also outlines possible further disciplinary actions, including suspension or termination.
- **Disciplinary Leave or Probation:** If performance or conduct does not improve, the employee may be suspended or placed on disciplinary probation, depending on the circumstances. The employee receives a final warning stating that termination will follow if expectations are not met within the probationary period. Successful improvement results in removal from probation.
- **Termination:** Employees who fail to correct deficiencies or who commit serious misconduct—such as gross insubordination, violence, dishonesty, substance abuse, or falsification of records—are subject to immediate termination.

The Governing Board monitors the performance of the school principal through:

- Regular school site visits,
- Results of programmatic and compliance reviews,
- Student performance outcomes,
- Financial audits, and
- Stakeholder surveys.

The Board provides timely feedback and professional support following evaluations and visits. If, after support and evaluation, the principal's performance remains unsatisfactory, the Board may elect not to renew the principal's annual contract.

Leadership and Teacher Turnover

The Governing Board and School leadership are committed to maintaining a positive, safe, and supportive work environment that encourages employee engagement and retention. This includes providing opportunities for professional growth, maintaining open channels for feedback and suggestions, and offering competitive compensation and benefits. While some level of turnover is expected, the School will actively seek to reduce it through continuous improvement practices, including:

- Conducting exit interviews to identify patterns or areas for improvement in staff retention,
- Administering annual staff surveys to assess workplace climate and job satisfaction, and
- Implementing strategies to strengthen employee engagement and morale.

To ensure stability and continuity, the School maintains a comprehensive recruitment and succession plan to fill vacancies promptly with qualified candidates. The School will:

- Encourage and support non-certified teacher assistants to pursue certification and become part of a pipeline of future teachers, and
- Provide leadership development opportunities for current staff to prepare them for potential leadership roles within the organization.

This proactive approach ensures the School's capacity to maintain a highly qualified and mission-aligned team of educators and leaders.

Evaluation Criteria: Human Resources and Employment

Reviewers will look for:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.
- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Element Review

Rating/Description
Meets the Standard Added by Heather Binns at 02/02/2026
Meets the Standard Added by Debbie-ann Scott at 02/05/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

4. Professional Development

Reviewer Instructions

The Professional Development section should clearly describe the proposed expectations and opportunities for administrators, teachers, and other relevant personnel.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Form Result

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

1. Identify the person or position responsible for overseeing professional development activities.
2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

2. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?
3. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

Enter content here

The principal will be responsible for overseeing professional learning activities.

Internal/On-Site Professional learning

Annual Professional Learning Plan - Professional learning opportunities will be offered throughout the school year. The School will follow a professional learning calendar consisting of monthly trainings aligned to the School's educational plan, annual goals, initiatives, and priorities. Trainings will be conducted by members of the administrative team, teachers with expertise in specific areas, representatives from companies of educational programs used by the School, or educational consultants, as needed.

Professional Learning Communities (PLC) – Professional learning communities will be established that address areas of student need. An analysis of baseline and progress monitoring data will provide a basis for selecting areas for teacher collaboration and planning. Teachers will meet weekly to plan, implement, evaluate and revise the effectiveness of instruction and how it is impacting student achievement. Teachers will work collaboratively to discover solutions to many of the challenges faced by students and staff.

External Professional Learning

- **District Professional Development –** Teachers and staff will participate in professional learning offered by the district, as available, to strengthen staff members' skills in their respective areas of assignment.
- **Professional Growth Opportunities** – Teachers and staff will also be encouraged to seek out professional development activities through online resources, institutions of learning, and other educational organizations. Additionally, all teachers and other instructional personnel will be required to complete an Individual Professional Growth Plan, in collaboration with the administrator.

Evaluating Effectiveness of Professional Learning

All professional development activities will be evaluated for effectiveness through surveys and close monitoring by the administrative team. Administrators will review evaluation surveys for professional learning sessions and adjust the content or presentation model as needed. Administrators and other academic leaders will conduct classroom walkthroughs, participate in PLCs, review lesson plans, and analyze student data to determine whether teachers are implementing professional learning to improve instructional practices and support students in making learning progress. Professional opportunities offered by the School will help teachers take ownership of the learning program.

Prior to school opening, teachers and staff at SunEd High will engage in 10 days of orientation, training, and preparation – the first seven days will be dedicated to professional learning, trainings, and induction activities (as needed), and the three remaining days will be dedicated to preparation and planning, setting up of classrooms, and organization of instructional materials.

Topics to be covered during the initial seven days of orientation, training, and professional learning include the following:

Day	Topics

Day 1	School highlights from last year; sign-in/sign-out; arrival/dismissal; student rotation schedule; mission/vision; dress code; re carpet service; ethics; record keeping; lesson plans; student performance documentation; safety and security; active assailant
Day 2	Certification; Beginning teacher Mentoring Program; Leadership Development Program; teacher evaluations, educator competencies, teacher rewards and recognition program; school calendar; staff calendar; committees; school teams; communication plan; announcements; parent involvement; surveys; culture; classroom management; character development; parent conferences; call logs; student mentoring program
Day 3	ESE; CPR; ESOL; mental health; professional growth plans; PLCs; IS Program;
Day 4	Edmentum trainings; transition; new students; attendance and behavior issues
Day 5	Direct instruction; Bloom's Taxonomy; lesson planning; classroom set-up; school improvement; assessments; Read 180; Graduation Cohort; Bootcamps; Data Analysis; Data Chats; Using Data; MTSS/RtI
Day 6	Blended curriculum delivery and grading expectations; academies; Artificial Intelligence; CAN Program; Faculty/Staff Handbook; Staff and Student Surveys; Parent/Student Handbook; Student Rewards and Recognition Program;
Day 7	Policies and procedures enforcement; professional growth plans

Throughout the school year, professional learning opportunities will be formally scheduled each month during designated teacher professional learning workdays. The School will adhere to the district's calendar for teacher planning days. Approximately six professional development days, in addition to the ten pre-planning days prior to the start of the school year, will be dedicated to professional learning activities. The duration and structure of each session will vary based on the topic(s) being addressed. The principal will facilitate professional learning by providing information and training during scheduled faculty and department meetings. Additionally, teachers will be offered opportunities to participate in district-sponsored professional learning sessions throughout the year. The principal will continuously monitor teacher effectiveness and student performance to identify areas for further professional growth. Based on identified needs, targeted support such as coaching, modeling, peer observations, or online courses will be provided to strengthen instructional practice and address any noted areas for improvement.

Evaluation Criteria: Professional Development

Reviewers will look for:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Element Review

Rating/Description
Meets the Standard Added by Kawana Hibbert at 12/18/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

5. Student Recruitment and Enrollment

Reviewer Instructions

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33.(7)(a)8.; s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Form Result

A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

Enter content here

The School will employ a comprehensive plan for recruiting students to meet its projected enrollment. The following strategies and activities will be utilized to ensure that the School's targeted population will be informed of available options that will be offered:

- The School will hire a community liaison/enrollment specialist approximately three months prior to the opening of the School to reach the School's target population. Duties of the community liaison/enrollment specialist include the following:
  - establishing relationships with surrounding schools, businesses and organizations (i.e., churches, community health organizations, community centers, community assistance organizations, community businesses) to build awareness of the programs and services offered by the School
  - designing a system for referral of students to the School;
  - visiting surrounding schools to meet with counselors and administrators to develop awareness of the programs and services available for at risk students, students with disabilities, English language learners and students who are in danger of dropping out of school;
  - distributing pamphlets throughout the community (e.g., stores, schools, community centers, churches, etc.)
- The School will conduct student recruitment fairs in which the following will occur:
  - Parents and students will be provided with an overview of programs and services offered by the School;
  - Parents and students will be provided with the opportunity to meet key staff members;
  - School staff will conduct tours of the facility once it is acquired;
  - The School will display banners and signage outside the facility.
- The School will create brochures in three languages (English, Spanish, and Haitian-Creole) and mail to surrounding communities.
- The School will advertise through social media (e.g., Instagram, Facebook)
- The School will include the website address for the two currently operating SunEd High Schools (located in Broward) in all advertisements.

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

Enter content here

In accordance with section 1002.33(7)(a)8., F.S., SunEd High will seek to achieve a racial/ethnic balance reflective of the community it serves or of other public schools in the district. The School will not discriminate against any student on the basis of race, ethnicity, national origin, gender, disability, or marital status. The School will accept students for enrollment on a first come first serve basis and expects to have a student population that mirrors the diversity of the community.

C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

Enter content here	Throughout the year, the School will enroll eligible students who submit a completed application. However, if the number of applicants exceeds the maximum projected student population or the building capacity, applicants shall have an equal chance of being admitted through a random selection process in accordance with F.S. 1002.33(10)(b). The School will give enrollment preferences to the following students: eligible siblings of students enrolled in the school, children of school employees, children of members of the school's Governing Board, or to any other student as authorized by F.S. 1002.33(10)(d). The enrollment application for the School is included as Attachment S.
Attachment S: Student enrollment application	S Student Enrollment Application.pdf 1.5 MB • Added 3 months ago

Evaluation Criteria: Student Recruitment and Enrollment

Reviewers will look for:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Element Review

Rating/Description
Meets the Standard Added by Sweta Soni at 01/15/2026
Meets the Standard Added by Marion Williams at 02/12/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

6. Parent and Community Involvement

Reviewer Instructions

The Parent and Community Involvement section should provide a broad overview of the school's plans to encourage and support parental and community involvement.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

Form Result

A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

Enter content here

SunEd High recognizes the importance of parental involvement in the education of students and will strive to involve parents in their children's learning and to form an open line of communication between school and home. SunEd High will ensure regular communication with parents and promote parental involvement through the following actions:

1. **Communication with Parents** - Communication regarding student progress will include interim progress reports, report cards, standardized test results with explanations, parent letters, parent notes, parent/teacher conferences, administrator/parent/student conferences, phone calls, emails. Parents will be able to track their students' progress through access to the Edmentum curriculum and through the Focus platform. There will also be an automated parent communication system that contacts parents to give them messages related to school events, activities, and school closures. SunEd High will use social media, email blasts, school newsletters, parent meetings, and other forms of communication to provide continual information to parents and community members.
2. **Parent Workshops** – The School will provide training for parents twice a year on accessing and interpreting student progress reports from *Edmentum* so that they may stay abreast of how their children are progressing in their courses. Additionally, the School will host monthly parent meetings to provide parents with information on the School's educational programs, graduation requirements, state assessments, and strategies for supporting their children with regards to academics and careers.
3. **Parent Involvement/Volunteer Opportunities** - Parents will be invited to volunteer in the School on any given day of the week with prior notification and after meeting appropriate district requirements. Parents will also be invited to attend or volunteer at specific school events which may include the following: College and Career Day; Open House; Family Literacy Nights, Parent Workshops, and other events.
4. **Governing Board Meetings** - Parents will be provided with notifications of board meetings and be encouraged to attend. As required by law, the school's website will provide information regarding Board Meetings and post meeting minutes as required by law.
5. **School Advisory Committee** - Parents will have an opportunity to serve on the School Advisory Committee.

To ensure that parents and students are aware of all school policies and procedures, SunEd High will provide parents with a comprehensive Parent-Student Handbook and maintain a comprehensive and up-to-date website providing parents with critical information about the School. Students and parents will be asked to sign the Parent-Student Contract that is in the handbook and return it to the School. In the contract, parents and students will acknowledge that they have read all policies and procedures delineated in the handbook and will abide by them. Additionally, parents and students will be asked to sign the Parent-Student-School Compact which states the responsibilities of each party in forming a partnership to strengthen student learning.

The Governing Board will comply with s. 1002.33(7)(d)1., which states that each charter school's governing board must appoint a representative to facilitate parental involvement; provide access to information; assist parents and others with questions or concerns; and resolve disputes. In accordance with the law, the representative must reside in the school district in which the charter school is located and may be a governing board member, a charter school employee, or an individual contracted to represent the governing board. The representative's contact information must be provided annually in writing to parents and posted prominently on the charter school's website.

SunEd High will abide by all provisions of the Parental Rights in Education and Curriculum Transparency. The School recognizes that parents have a statutory right to inspect or access instructional materials used by the school to educate their children. The School will inform parents of their right to access the school's Edmentum curriculum and all other instructional materials used at the school. The School will have a process for parents to follow should they have an objection to the use of any specific material. Parents will have be able to monitor their students' progress on Focus.

B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

Enter content here

SunEd High of North Broward and SunEd High of South Broward have established relationships with community organizations and other educational institutions in Broward County. It is anticipated that the new SunEd High will continue working with these organizations to support its students in a variety of ways. The community resources and colleges that are currently working with SunEd High of North Broward and SunEd High of South Broward, and the scope of services provided, are listed below.

Organization/Institution	Purpose/Scope of Services
Broward College	Participates in the School's college fairs to introduce programs and academic opportunities. Holds career fairs in which students can participate.
Keiser College	Participates in the School's college fairs to introduce programs and academic opportunities. Holds career fairs in which students can participate. Provides opportunities for scholarships.
Nova University	Participates in the School's college fairs to introduce programs and academic opportunities. Holds career fairs in which students can participate.
Florida Career College	Participates in the School's college fairs to introduce programs and academic opportunities. Holds career fairs in which students can participate.
Art Institute of Ft. Lauderdale	Participates in the School's college fairs to introduce programs and academic opportunities. Holds career fairs in which students can participate.
PROPEL Educational Leadership Program	Provides opportunities for future administrators to participate in the leadership preparation program upon acceptance based on meeting qualifications.
Covenant House	Provides shelter and services to homeless students.
Lippmann Youth Shelter	Provides shelter for students under 18 who are homeless.

Broward House	Provides services and shelter to students and families.
211 Programs	Provides a wealth of services to students and families.
Henderson Health	Provides mental and emotional services for students in crisis.
Department of Juvenile Justice	Works with Parole Officers and Case managers to ensure student success; school accepts student referrals made by DJJ.
Kids in Distress	Assists with services needed for individual students.
Broward Healthy Mothers Healthy Babies	Provides training programs, services and support to students who are parents.
Wells Fargo Bank	Provides financial planning training and attends college fairs to introduce programs and academic opportunities.
TD Bank	Provides training on financial planning and money management as well as attends college fairs to introduce programs and academic opportunities.
U.S. Armed Services	Assists students in making decisions regarding post secondary military enrollment. Gives students an opportunity to take the ASFAB at the school. Provides support through the process.
Child Net	Provides a wealth of services to students and families.
Work Force One	Helps students find work opportunities.
Banyan Behavioral Health Services	Provides mental and emotional services for students in crisis.

C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).

Attachment T: Evidence of demand for the school

ATTACHMENT T.docx

14.7 KB • Added 3 months ago

D. Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

Enter content here

In accordance with s. 1002.33, F.S., SunEd High's Governing Board will appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, a charter school employee, or an individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate representative for each charter school in the district. The representative's contact information must be provided annually in writing to parents and posted prominently on the charter school's website.

Dispute Resolution Procedures

- **Florida Statute 1001.42(8)(c)1-6** - When resolving parent disputes, SunEd High will follow all provisions related to student welfare as specific in s. 1001.42(8)(c)1-6, F.S. Below is a summary of the specific and relevant requirements provided in the statute:
    - The School will notify a student's parent if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The procedures must reinforce the fundamental right of parents to make decisions regarding the upbringing and control of their children by requiring school personnel to encourage a student to discuss issues relating to his or her well-being with his or her parent or to facilitate discussion of the issue with the parent. The procedures may not prohibit parents from accessing any of their student's education and health records created, maintained, or used by the school.
    - The School may not prohibit school personnel from notifying a parent about his or her student's mental, emotional, or physical health or well-being, or a change in related services or monitoring, or that encourage or have the effect of encouraging a student to withhold from a parent such information. School personnel may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being. This subparagraph does not prohibit the School from adopting procedures that permit school personnel to withhold such information from a parent if a reasonably prudent person would believe that disclosure would result in abuse, abandonment, or neglect.
    - Student support services training developed or provided by the School district to school personnel must adhere to student services guidelines, standards, and frameworks established by the Department of Education.
    - At the beginning of the school year, the School must notify parents of each health care service offered at the School and the option to withhold consent or decline any specific service. Parental consent to a health care service does not waive the parent's right to access his or her student's educational or health records or to be notified about a

change in his or her student's services or monitoring as provided by this paragraph.

- **Florida Statute 1002.20, F.S.** - SunEd High will comply with the following provisions stipulated in **s.1002.20, F.S.** related to K-12 student and parent rights: "Parents of public-school students must receive accurate and timely information regarding their child's academic progress and must be informed of ways they can help their child to succeed in school."
    - As stated in the law, "K-12 students and their parents are afforded numerous statutory rights including, but not limited to, providing input, consent, or receiving information related to, but not limited to: attendance, health issues, discipline, safety, educational choice, non-discrimination, students with disabilities, limited English proficient students, student records, student report cards, student progress reports, school accountability and school improvement rating reports, fiscal transparency, athletics, extracurricular activities, instructional materials, and other pertinent areas to their child's education."
    - SunEd High will follow the following provision stated in **s. 1002.20(19)(b), F.S.**: "The parent of each public school student has the right to receive effective communication from the school principal as to the manner in which instructional materials are used to implement the school's curricular objectives, in accordance with the provisions of s.1006.28(4)(a)."
- **Parents' Bill of Rights -** The School will abide by the Florida legislation related to parental rights that reinforces parents' primary role in their child's education and well-being; requires schools to keep parents informed and to obtain consent for certain services; and limits the ability of schools or state agencies to make decisions on behalf of a child without parental involvement. The School will abide with all provisions of the Parent's Bill of Rights, Chapter 1014, which includes:
    - 1014.03 Infringement of Parental Rights
    - 1014.04 Parental Rights
    - 1014.05 Notifications on Parental Rights
    - 1014.06 Parental Consent for Health Care Services

Evaluation Criteria: Parent and Community Involvement

Reviewers will look for:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

Element Review

Rating/Description
Meets the Standard Added by Sophie Cariveau at 02/12/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

V) BUSINESS PLAN

The Business Plan should provide an understanding of how the charter operators intend to manage the school's finances. It should present a clear picture of the school's financial viability including the soundness of revenue projections; expenditure requirements; and how well the school's budget aligns with and supports effective implementation of the educational program.

1. Facilities

Reviewer Instructions

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

Statutory Reference(s):

s. 1002.33(7)(a)13.; s. 1002.33(18)

Evaluation Criteria:

If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.

Enter description here — The site has not been acquired.

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

Enter description here — NA

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

Enter description here — NA

D. Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.

Enter content here — NA

Attachment U: Evidence of facility funding sources, if applicable

Attachment V: Draft rental agreement or lease for facility, if applicable

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

Enter content here — NA

If the site is not yet acquired:

F. Explain the school's facility needs, including desired location, size, and layout of space.

Enter explanation here

The exact location of SunEd High is not yet confirmed. Several prospective sites are being considered and evaluated within the southeast part of Broward County. The goal is to locate areas that were densely populated enough to support an additional school coupled with a diverse student population that would benefit from the SunEd High's educational model. Ideally the facility acquired will have access to public transportation, allowing all students to attend irrespective of the location of their domicile in Broward County or outside Broward County. If the Board is unable to locate a suitable facility in this area, it would search for an adequate facility in another part of Broward County. In determining the school site, the Governing Board will consider the best interests of the community, the district, and the students.

The building is anticipated to include instructional areas that will accommodate as many as 550 students over a two-session day in grades 9-12. As per the site location for the proposed SunEd High, the Governing Board is planning to secure a building that is approximately 10,000 - 15,000 square feet, preferably a stand-alone property on one floor, with adequate parking for faculty, students, parents, and visitors, as well as access to public transportation.

SunEd High's curriculum is based on a blended learning approach which combines computer-based learning with teacher-directed instruction. As such, the Governing Board plans to equip the building with large computer learning labs, reading classrooms, a career lab, and designated areas for small-group instruction. Additionally, there will be administrative offices, a reception area, teacher facilities, student bathrooms, a student records room, a server room, a career lab, a supply storage room, and common areas.

G. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U.

Enter content here	The Governing Board and the Educational Service Provider (ESP) possess expertise and vast experience in assessing the costs of modifying existing facilities to accommodate individual student computer workstations. Based upon previous experience related to modifying existing facilities, the Board and ESP estimate a cost of approximately $250K to $500K which is reflected in preliminary budgets. Moreover, after an overall assessment of comparable buildings in various areas within the southeastern part of Broward County that would meet the needs of the School's educational design, it is projected that the monthly cost for the appropriate type of facility would be approximately $35,000 per month. After a review of the School's budgeted revenue for Year 1, the School's enrollment would support the cost for an appropriate facility at $35,000 per month. The School's budgeted revenue for Years 2-5 would support a facility with a cost within the parameters of $25,000 and $35,000 per month. If needed, additional funding sources will be used for facility-related costs. Funding Sources (included as Attachment U): • Existing bank statements exhibiting sufficient funds to acquire for this project. • Memorandum of Understanding from Building Hope.
Attachment U: Evidence of facility funding sources, if applicable	

H. Explain the strategy and schedule that will be employed to secure an adequate facility.

Enter explanation here

The following strategies will be employed to secure an adequate facility:

1. Research available options for the school facility in Broward County. One area that is being considered is the Hollywood area. The south-central area of Broward County and the Hollywood area have adequate bus routes where students can arrive to school on time. Presently, there are available locations that have a rent scale within the School's anticipated startup budget. The School will be located an adequate distance from other alternative high schools as well as district schools. SunEd High intends to locate to an existing facility or a facility requiring minimal renovation. The facility will be designed to meet the needs of the students, parents, staff and community.
2. Check with all local municipalities for charter school approval, regulations and compliance.
3. Select top three locations and review cost and time structure with construction renovation crew.
4. After reviewing all construction bids and timetable, start negotiation of lease with top three locations. It is anticipated that the Governing Board will sign the lease and approve all construction costs bids by March 2026.
5. The Governing Board will enter into a long-term lease for the facility with a rent cost that is set at or below market rates.

Estimated timeline for a 2026-2027 Opening:

September 2025 – Begin the search for school facility
February 2026 – Upon approval of charter application, locate facility, negotiate and sign lease, Begin due diligence on build-out of the facility.
March 2026 – Finalize building configuration with owner; Begin build-out.
April 2026 - Continue build-out and purchase FF&E for July arrival.
June-July 2026 - Building completed; Inspections completed.
SunEd High will secure a Type E Certificate of Occupancy before the building is occupied as an educational facility. If this is a change in occupancy from the previous use of any building intended to be used as an educational facility, the facility is considered a "new educational facility" and subject to Florida Building Code pursuant to Chapter 553 and the Florida Fire Prevention Code, pursuant to chapter 633. Prior to opening, SunEd High will:

- have the building inspected for asbestos and a certificate will be presented to the charter school office prior to opening.

- have the building professionally tested for radon and lead.
- ensure that the building is ADA compliant.
- submit a traffic plan to Broward County Traffic Engineering for approval.
- ensure that the building complies with Health Department requirements regarding general health and sanitation such as standards for food service, drinking water, and sewer/sanitary facilities.

I. Describe the back-up facilities plan.

Enter content here

If the selected facility becomes unavailable for use by the SunEd High student body, the Governing Board will seek assistance from Building Hope, a similar agency, or an appropriate financial institution. Building Hope provides a range of services, including guaranteeing or ensuring leases for personal or real property essential to the operation of charter schools, as well as identifying and presenting alternative facility options for Board consideration. Any alternative facility must be suitable for educational use and meet all requirements outlined above. SunEd High recognizes that all backup educational facilities must comply with the same safety codes, standards, and certificate of occupancy (CO) requirements as permanent school sites. If the Governing Board determines that securing an appropriate facility in time for the planned 2026 school opening is not feasible, the Board will notify the Sponsor and formally request a one-year deferral of the school's opening.

Evaluation Criteria: Facilities

If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Element Review

Rating/Description
Meets the Standard Added by Perla Tarrau-ayala at 01/14/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

2. Transportation Service

Reviewer Instructions

The Transportation section should describe how the school will address these services for its student body.
Statutory Reference(s):
s. 1002.33(20)
Evaluation Criteria:
A response that meets the standard will present:

- An outline of a reasonable transportation plan that serves all eligible students and will not be a barrier to access for students residing within a reasonable distance of the school.

Form Result

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

Enter description here	SunEd High will not provide transportation for students. However, it will provide students with passes for public bus transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school.

Notes

Note was added at 02/17/2026 12:53 PM by Simone Clowers

Approved. The Charter School will not be utilizing yellow school buses to transport their students to and from school/home.

Element Review

Rating/Description
Meets the Standard Added by Simone Clowers at 02/17/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

3. Food Service

Reviewer Instructions

The Food Service section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)(a)1.
Evaluation Criteria:
A response that meets the standard will present:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Form Result

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

Enter description here	SunEd High will not provide a lunch program due to the length of the school day. The School will have vending machines with healthy snacks and beverages.

Evaluation Criteria: Food Service

Reviewers will look for:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.

- A food service plan that places an emphasis on quality, healthy foods.

Element Review

Rating/Description
Meets the Standard Added by Casie Maggio at 02/06/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

4. School Safety and Security

Reviewer Instructions

The School Safety and Security section should provide a description of the school's plan to ensure the safety and security of its students and faculty.

Statutory Reference(s):
s. 1002.33(7)(a)11; s. 1002.33(16)(b)8, 12, and 14
Evaluation Criteria:
A response that meets the standard will present:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully-developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a team to assess and intervene with individuals whose behavior may post a threat to the safety of staff or students.

Form Result

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act.
Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

Enter description here

SunEd High will always have a safe-school officer on campus during the school day for the protection and safety of school personnel, property, students, and visitors. In accordance with s. 1006.12, school districts must collaborate with charter school governing boards to facilitate charter school access to all safe-school officer options available under this section. Per s.1006.12(1)(a), F.S., "school resource officers shall undergo criminal background checks, drug testing, and a psychological evaluation and be certified law enforcement officers, as defined in s. 943.10(1), who are employed by a law enforcement agency as defined in s. 943.10(4). The powers and duties of a law enforcement officer shall continue throughout the employee's tenure as a school resource officer. The school's governing board may implement any combination of the options below to best meet the needs of the school.

School Resource Officer

Per s. 1006.12(c), F.S., "school resource officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety." School resource officers shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency.

School Safety Officer

Per 1006.21(2)(a), school safety officers shall undergo criminal background checks, drug testing, and a psychological evaluation and be law enforcement officers, and be employed either by a law enforcement agency or by the district school board. If the officer is employed by the district school board, the district school board is the employing agency for purposes of chapter 943 and must comply with that chapter. School resource officers shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency.

School Guardian

Per s.1006.12(3), F.S., the governing board may participate in the Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program to meet the requirement of establishing a safe- school officer. The following employees at a charter school may serve as a school guardian upon satisfactory completion of all the specific requirements set forth in statute and certification by a sheriff: (1) a school employee who volunteers to serve as a school guardian in addition to his or her official job duties or (2) a school employee who is hired for the specific purpose of serving as a school guardian.

School Security Guard

Per s.1006.12(4)(a-c), F.S., the School may contract with a security agency to employ as a school security guard an individual who holds a Class "D" and Class "G" license pursuant to chapter 493, provided specific training and contractual conditions are met as stated in the law. As stated in the law, an individual who serves as a school security guard must (1) demonstrate completion of 144 hours of required training pursuant to s. 30.15(1)(k)2; (2) pass a psychological evaluation administered by a

psychologist licensed and submit the results of the evaluation to the sheriff's office, school district, or charter school governing board, as applicable; (3) pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and sheriff's office, school district, or charter school governing board, as applicable; (4) be approved to work as a school security guard by the sheriff of each county in which the school security guard will be assigned to a school before commencing work at any school in that county; (5) successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis and provide documentation to the sheriff's office, school district, or charter school governing board, as applicable.

The primary duty of the safe-school officer is to abate an active assailant situation on the campus. Safe school officers are to be visible within the school, build working relationships with the School's staff as well as with students, parents, and community groups. The School will establish a policy for the use of safe school officers outside of regular school hours, including during and after school, summer school, during extracurricular activities, and for school-sponsored events, as applicable.

As stipulated in 1003.12(5), the School will notify the county sheriff and the Office of Safe Schools immediately after, but no later than 72 hours after a safe-school officer is dismissed for misconduct or is otherwise disciplined or when a safe-school officer discharges his or her firearm in the exercise of the safe-school officer's duties, other than for training purposes.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

Enter explanation here

In accordance with s. 1006.07(6), F.S., the Governing Board will adopt an active assailant response plan. SunEd High will align school safety and security plans with state and district regulations. The active assailant response plan will include plans and expectations for responding to an active assailant situation using the following three (3) strategies: evading or evacuating, taking cover, or hiding, and responding to or fighting back. The plan will clearly designate individuals to carry out specified procedures in the event of a crisis. Prior to the first day of school for the first year, and by October 1st of each year thereafter, the principal shall certify that all school personnel have received annual training on the procedures contained in the School's active assailant response plan and documented in the FSSAT. The Governing Board will also adopt a Family Reunification Plan to reunite students with their families in the event the School is unexpectedly closed or evacuated due a natural or manmade disaster. The plan will reviewed annually with all stakeholders and updated, as needed.

The School will provide necessary resources and training for students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; family reunification; and school safety and security. SunEd High will comply with youth mental health awareness training requirements for school personnel as specified in s. 1012.584, F.S.

The School will conduct all required drills as required by law, including active assailant drills that will be conducted in accordance with developmentally appropriate and age-appropriate procedures at least as often as other emergency drills. All drills will be conducted in consultation with the appropriate public safety agencies. Fire drills shall be conducted in accordance with the Florida Fire Prevention Code. The School will also complete six emergency drills every school year that are separate and nonconcurrent with fire drills. Four drills must address active threat scenarios and two must address other emergency events (e.g., severe weather, natural disasters, hazardous materials, reunification). One of the six drills must occur within the first 10 school days of the beginning of the school year. The School's administration will complete an after-action report for each drill which will be provided to the District's School Safety Specialist.

In accordance with Rule 6A-1.0019(18), students will be issued student identification cards that include numbers for national or statewide crisis and suicide prevention hotlines and text lines. The School will require all employees to wear a badge and all visitors will be required to check in at the office before entering the school campus.

The School's Governing Board will adopt a bullying and harassment prevention policy that aligns with the Florida Department of Education Model Policy Against Bullying and Harassment for K-12 Schools. The School will implement zero-tolerance policies that clearly define offenses that require consultation and law enforcement as required by state and district guidelines.

The School will follow the SunEd High Safety and Emergency Management Handbook that includes the School's active assailant response plan, staff and student safety policies and procedures, procedures for campus visitors, procedures for emergency drills that include fire drills, lockdown drills, tornado drills, active assailant drills, and any other drills required by the district or state. The handbook will stipulate all policies and procedures regarding the security of the facility and property. Prior to

the opening of the school each year, the handbook will be reviewed with all staff members.

The School will complete a Florida Safe Schools Assessment Tool (FSSAT) and develop a security plan for the School that includes school safety and security for students, staff, the facility, and property. The tool is designed help school officials identify threats, vulnerabilities, and appropriate safety controls for the schools that they supervise. As stated on the Safe Schools section of the FDOE website, the tool addresses the following:

- School emergency and crisis preparedness planning;
- Security, crime, and violence prevention policies and procedures;
- Physical security measures;
- Professional development training needs;
- An examination of support service roles in school safety, security, and emergency planning;
- School security and school police staffing, operational practices, and related services;
- School and community collaboration on school safety; and
- A return on investment analysis of the recommended physical security controls.

The School will comply with s. 1006.076(c, F.S. related to having public safety agencies tour the campus every three (3) years and provide recommendations related to school safety. Pursuant s. 1006.07(4)(b)1-5, parents of charter school students have a right to timely notification of threats, unlawful acts, and significant emergencies that occur on school grounds, during school transportation, or during school-sponsored activities.

In accordance with Rule 6A-1.0018(9), the School will implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. The panic alert system, known as "Alyssa's Alert," will integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations. SunEd High will promote the use of FortifyFL which will be advertised on the School's website, installed on all mobile devices issued to students, and bookmarked on all computer devices issued to students. The School will comply with all other school safety requirements set forth in Rule 6A-1.0018 and Florida Statutes.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

Enter explanation here

SunEd High will adhere to s. 1006.07(7), F.S., which stipulates that a school shall establish a threat assessment team whose duties include "the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Office of Safe Schools. Such policies must include procedures for referrals to mental health services, when appropriate, and procedures for behavioral threat assessments in compliance with the instrument developed pursuant to s. 1001.212(12)." The School will ensure that information is shared with the district, local law enforcement, and community agencies, as necessary, when there is a risk of harm to a student, staff person or school site.

In accordance with 1006.07(7)(a), F.S., SunEd High's threat assessment team will be comprised of persons with expertise in counseling, instruction, school administration, and law enforcement. The counseling team member must be a school-based mental health services provider that is able to access student mental health records. The law enforcement team member must be a sworn law enforcement officer, as defined by section 943.10(1), F.S., including a School Resource Office, school-safety officer, or other active law enforcement officer. All threat assessment team members must complete specific training on the Florida Model before the start of the school year. Each school-based threat assessment team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly.

As further stipulated in s. 1006.07(7)(a), F.S., the threat assessment team "shall identify members of the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self." If the threat assessment team makes a preliminary determination that a student poses a threat of violence or physical harm to himself or herself or others, it shall immediately report its determination to the district and notify law enforcement if the individual poses an immediate threat to himself or herself or others. The threat assessment team will follow district's policies for determining the legitimacy and severity of a threat and make referrals to licensed mental health professionals or law enforcement as appropriate. The principal shall immediately attempt to notify the student's parent or legal guardian. School personnel are not prohibited from acting immediately to address an imminent threat. If school personnel suspect an immediate mental health or substance abuse crisis, they shall follow policies established by the threat assessment team to engage behavioral health crisis resources.

As required by law, upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

Enter explanation here

In accordance with s. 1006.07(9), F.S., SunEd High will ensure the accurate and timely reporting of incidents related to school safety and discipline. The principal will be responsible for complying with the School Environmental Safety Incident Reporting (SESIR) which determines how school-related safety and disciplinary incident data must be collected, reported, and published. The principal will complete required training on SESIR, as required under Rule 6A-1.0017(10). If the principal determines that an incident meets the criteria for reporting under the School Environmental Safety Incident Reporting (SESIR) requirements established in Rule 6A-1.0017, F.A.C., the incident must be reported to the Florida Department of Education through the SESIR online reporting system. Parents and the public have the right to access school safety and discipline incident data reported through SESIR, as published by the Department of Education.

SunEd High will utilize FortifyFL, a suspicious activity reporting tool that allows students and the community to relay information anonymously concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials. SunEd High shall promote the use of this tool by advertising it on the School's website, in newsletters, on school campuses, and in other school publications or notifications. Parents will be notified promptly on the day that any threat, unlawful act, or significant emergency occurs. Depending on the situation, administration will issue a statement through the parent notification system (ParentLink) and Remind to inform parents and guardians of the incident, its status, and when it has been resolved. Administration will ensure that notification is made immediately upon the resolution of any immediate danger and no later than the same day the incident occurs.

Evaluation Criteria: School Safety and Security

Reviewers will look for:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a threat management team to coordinate resources, assess and intervene with students whose behavior may post a threat to the safety of the school, school staff or students.

Notes

Question was added at 02/13/2026 05:14 PM by Morgan Nykiel

A- SSO:

Which Safe School Officer option does the school intend to utilize for coverage?
What is the school's plan for back-up, in the event of a lack of coverage at the school?
B- Response Plans
Has the school identified an Alyssa's Alert system/platform they intend to utilize, which meets the requirements of Alyssa's Law?
C - Threat Management:
How and when does the school intend to provide guidance to students/faculty/staff on the topic of recognizing threats?
Please address by what time (in relation to the school year) the school intends to have identified and trained team members for threat management.
D - School Discipline Reporting:
What additional method for advertisement will the school utilize for the FortifyFL portal, as required by law?
Describe when students will be trained on the use of FortifyFL, per florida statutes.

Element Review

Rating/Description
Partially Meets the Standard Added by Morgan Nykiel at 02/13/2026
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/17/2026

5. Budget

Reviewer Instructions

The Budget section should provide financial projections for the school over the term of its charter.

Statutory Reference(s):

s. 1002.33(6)(a)5.; s. 1002.33(6)(b)2.

Evaluation Criteria:
A response that meets the standard will present:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Form Result

A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.

Attachment X: Operating Budget

X - 5-Year Budget Projections.xlsx
1.12 MB • Added 3 months ago

Attachment W: school revenue estimate worksheet

W Revenue Estimating Worksheet.pdf
226.18 KB • Added 3 months ago

B. Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.

Attachment Y: start-up budget

Y Start Up Budget.xlsx
282.62 KB • Added 3 months ago

C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

Attachment Z: special sources of funding

ATTACHMENT Z.docx
13.63 KB • Added 3 months ago

D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

Enter content here

A description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based is provided below.

Budget Assumptions: The operating budget was based upon the financial expertise of the Board, educational service provider, and accountant. This group of professionals has operated successful charter schools in Florida. Specific experience related to operations is based upon average expenditures at the schools and particularly upon other schools operated in Broward County. Using financial statements and cash flow experience from other schools, the following assumptions have been made in development of the 5 Year Operating Budget:

Revenues: Initial FEFP revenues are based upon Attachment W. The Charter School Revenue Estimate Worksheet for FY27 was populated to agree with enrollment projections and program allocations based upon allocations from other similar alternative charter high schools. Total revenues for Years 1-5 were determined based using the FLDOE Charter School Revenue Estimating Worksheet for each year. Each year was calculated using the FLDOE FY26 Charter School Revenue Worksheet. In this way, we are conservatively estimating FEFP revenues. Capital outlay funding is based on enrollment and cash receipts from other schools. Contributions, donations and grant monies have been omitted to provide a realistic budget.

During Start-up, revenues will be provided in the form of "cash advances" from the fund balance of other schools operated by the same Governing Board within the same district. These monies will be repaid as the new School becomes more financially secure. It is anticipated that a total of $600,000 will be provided in the Development Period. Initially, funds will be provided for operations during Start-up and an additional used to purchase computers and furniture will be provided at the start of Year 1. The monies advanced will be repaid from operations during Years 1-5. By the end of Year 5, the School's fund balance should exceed three months operating expenditures.

Expenditures – The estimated expenditures are based upon actual operations for the past two years of similar programs operated in Broward County.

Payroll & Benefits - Staffing is based upon the makeup of the student population enrolled each year. A detail of positions and related salaries is presented by year as part of Attachment X – 5 Year Operating Budgets. The students attend one of two sessions. Therefore, the student/teacher ratio of 25:1 is 50:1 for purposes of this school. The calculations relating to statutory class-size ratios are also included within Attachment X. Salary increases from year to year are estimated to be 3% annually.

Expenditures - Specific assumptions related to line items are included within Attachment X. An inflation factor has been included from year to year. Certain expenditures are directly related to enrollment. The particulars for a specific line item can be found on the schedule.

E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

Enter content here

If anticipated revenues are not received or are lower than estimated, the School has several options. The School will first rely on cost-cutting measures such as adjustment of staffing or salaries, reductions in allocations for hardware and software purchases, contracted services, etc. The Board may use funds from the other entities it operates to meet any financial shortfalls that may arise. If needed, the Board will obtain funding from Building Hope or other financial institutions. Budgets for 75% and 50% of revenue projections are included as Attachment X.

F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

Enter explanation here

See response to **E** above. To ensure SunEd High would be able to operate effectively if it does not meet revenue projections, it has created a budget at 50% and 75% of the anticipated enrollment. These budgets, included as Attachment X, include the necessary changes to ensure a balanced budget.

G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

Enter content here

Monthly Cash Flow Projections – See Attachment Y. The monthly cash flow statements begin with the Board providing all the cash required for the Start-Up period. Expenditures include obtaining a facility, professional expenses (attorneys, accountants), staffing of the principal and other staff prior to Year 1, etc.

Attach any files containing cash flow projections (optional)

Evaluation Criteria: Budget

Reviewers will look for:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Notes

Concern was added at 01/29/2026 02:46 PM by Marlem Aleman

Statutory Reference(s):s. 1002.33(6)(a)5.; s. 1002.33(6)(b)2.

1. The start-up budget reflects a cash advance of $700K from SunEd North and SunEd South to be paid back over the next 5 years, however, this expense is not clearly reflected in the 5 year budget. If it is included in the budget please advise the line of coding.
2. Rental expense amount for year 1 of $295K appears to be underestimated when compared to 2025-26 budgeted amounts for 5053 SunEd HS South of $420K and 5861 SunEd HS North of $450K.

3. Please advise what is the source of the interest income coded to 3480000-Other Revenue.

Element Review

Rating/Description
Partially Meets the Standard Added by Marlem Aleman at 01/29/2026
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

6. Financial Management and Oversight

Reviewer Instructions

The Financial Management and Oversight section should describe how the school's finances will be managed and who will be responsible for the protection of student and financial records.

Statutory Reference(s):
s. 1002.33(6)(a)5.; s. 1002.33(7)(a)9.; s. 1002.33(7)(a)11.
Evaluation Criteria:
A response that meets the standard will present:

- A clear description of how the school's finances will be managed, including who (or what contracted entity) will manage the finances. Such plan should contain strong internal controls to ensure appropriate fiscal management and ability to comply with all financial reporting requirements.
- A plan for the governing board to regularly exercise oversight over and take accountability for all financial operations of the school.
- Provisions for an annual financial audit.
- Appropriate public transparency of school financial health.
- Appropriate plan to securely store financial records.

- A plan to obtain appropriate and reasonable insurance coverage.

Form Result

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

Enter description here

Management of the School's finances will be the primary responsibility of the contracted Educational Service Provider (ESP) in accordance with the management agreement. The ESP will have authority to make financial decisions and execute monetary transactions related to day-to-day operations in accordance with the budget approved by the Governing Board. The ESP will work closely with the School's external accounting firm. The accountant will be responsible for preparation of monthly and annual financial statements submitted to the district, maintenance of the general ledger, and completion of monthly bank account reconciliations. Monthly FEFP calculation statements issued by the district will be reviewed and analyzed by the accountant and the ESP. Separation of duties and oversight review procedures between the Board, the ESP and the accountant will ensure strong internal controls over financial management.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

Enter explanation here

The Governing Board will monitor the School's financial health and compliance as they review monthly FEFP calculation statements, financial statements, detailed reports of expenditures and monthly cash flows. Financial statements will provide a comparison to the approved budget for year-to-date activity and will be provided to the Governing Board at the same time as they are provided to the district. Disbursements not previously approved as part of the operating budget will require special approval from the Board; any expenditure that exceeds $10,000 will require signature/approval of two authorized signers. The Board will review actual v. budget results periodically so appropriate revisions to the annual budget resulting from enrollment and/or expenditure changes can be made.

C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

Enter description here

The School will issue "Requests for Proposals" (RFP's) from independent accounting firms with expertise relative to charter school financial reporting and compliance as required by the FDOE and the Broward County School District. The School agrees to obtain an annual audit in compliance with the Governmental Accounting Standards Board (GASB), federal, state and school district regulations showing all revenues received, from all sources, and all expenditures for the period July 1 through June 30 of that year. The audit shall be conducted by an accountant certified under the laws of the State of Florida and paid for by the School. Each board member, as well as the Broward County School District and FDOE, will receive the current school year ending June 30th financial statements with independent auditor reports. The above procedures and protocol will ensure that SunEd High School is 100% compliant.

D. Describe the method by which accounting records will be maintained.

Enter description here

All accounting records will be maintained by the School's contracted accountant. Electronic records including the general ledger, financial statements, support schedules, bank reconciliations, etc. will be maintained on the accountant's server. Supporting documentation for expenditures including original invoices, purchase orders, employee and/or contractor agreement, inventory records and the like will be maintained by the ESP.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

Enter description here

Financial transparency to the district authorizer and the public will be ensured by the adoption of an annual budget by the Governing Board at a regular meeting that is properly noticed and held in accordance with the Florida Sunshine Law. The budget for each year will be based upon prior experiences managing this school and others with similar programs. This budget will be presented to the Governing Board and must be approved. The Annual Budget will then be sent to the school district, posted on the School's website, on the FDOE website as part of the annual accountability report and is included in the district's annual audit report that is posted on the district website.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

Enter description here

Back-office services to be outsourced via contract include payroll and human resource management, and financial reporting. Selection of contracted back-office services will be via several RFP's. Non-academic day-to-day operations, including facility management, will be contracted to an educational service provider (ESP). The ESP contract, like other charter school contracts, will provide for payment based upon a percentage of FEFP and other revenues. The budgets included in this application provide for a 15% management fee. Payroll services will be outsourced to a company that specializes in human resource reporting of new hires, creating employee payroll checks, calculating withholding, making payroll tax deposits and preparing and filing payroll tax reports. The ESP will be responsible for oversight of payroll as part of their contract and the payroll company fees are traditionally based on a "per employee fee." Bookkeeping and financial reporting services will be outsourced to an accounting firm. Non-recurring and recurring reporting related to specialized grants can have an impact on fees. Independent auditors will be contracted. See "C" above for discussion of RFP process. At present, SunEd High School works with several vendors that specialize in working with Florida charter schools relative to staff payroll, financial reporting and auditing. These vendors have been working with current SunEd schools for many years and have a proven record. Fees can vary depending upon how many students are enrolled, how many staff members are employed, and special projects and/or grants.

G. Describe how the school will store financial records.

Enter content here

All hard copies of invoices, contracts and agreements will be maintained at the School and the ESP company office. Electronic financial systems will be maintained and backed up on the accountant's server.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

Enter content here

The current SunEd schools presently work with several different insurance carriers who have demonstrated their proficiency in acquiring the proper insurance coverage to ensure compliance. These insurance policies meet and or exceed district requirements (health, workers compensation, general liability, property insurance, directors' and officers' liability). All Certificates of Insurance will be sent annually to the district's Risk Management office. These policies will be reviewed each year by the School's ESP and RFP's will be sent out to ensure the School receives the proper insurance at a competitive rate.

Attach any insurance policies or related documents (optional)

Notes

Concern was added at 02/10/2026 05:10 PM by Rhonda L. Stephanik

As indicated by Reynaldo Tunnermann: The school's narrative did not address the segregation of duties for financial activities, including cash collections, bank deposits, bank reconciliations, and purchase orders. Additionally, the school made no reference to compliance with the *Financial and Program Cost Accounting and Reporting for Florida Schools*.

Element Review

Rating/Description
Partially Meets the Standard Added by Reynaldo Tunnermann at 02/09/2026
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/10/2026

7. Start-Up Plan

Reviewer Instructions

The Start-Up Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

Statutory Reference(s):
s. 1002.33(7)(a)16.
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Form Result

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

i. Applying for and securing appropriate legal status (e.g. status as a state corporation, federal non-profit)
ii. Identifying and securing facility
iii. Recruiting and hiring staff (leaders, teachers, and other staff)
iv. Staff training
v. Finalizing curriculum and other instructional materials

vi. Governing board training
vii. Policy adoption by Board (if necessary)
viii. Recruiting students
ix. Enrollment lottery, if necessary
x. Establishing financial procedures
xi. Securing contracted services
xii. Fundraising, if applicable
xiii. Finalizing transportation and food service plans
xiv. Procuring furniture, fixtures and equipment
xv. Procuring instructional materials

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

Enter content here

Start-Up Plan

Activity	Responsible Party	Date
Applying for and securing appropriate legal status (e.g. status as a state corporation, federal non-profit)	ESP	Done
Identifying and securing facility	ESP	January 2026
Recruiting and hiring principal	Governing Board	April 2026
Recruiting and hiring staff (leaders, teachers, and other staff)	Principal	June 2026
Staff training	Principal	August 2026
Finalizing curriculum and other instructional materials	Principal	June 2026
Governing Board training	ESP	Completed
Policy adoption by Board (if necessary)	ESP/ Principal	June 2026
Recruiting students	ESP/ Principal	Ongoing 2026
Enrollment lottery, if necessary	School Principal	Ongoing
Establishing financial procedures	ESP	January 2026
Securing contracted services	ESP	May 2026
Fundraising, if applicable	ESP/ Principal	Ongoing 2026
Finalizing transportation and food service plans	ESP (bus passes)	July 2026
Procuring furniture, fixtures and equipment	ESP	June 2026

Procuring instructional materials	Principal	May 2026

Evaluation Criteria: Start-Up Plan

Reviewers will look for a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Element Review

Rating/Description

Meets the Standard
Added by Marlem Aleman at 02/12/2026

Meets the Standard - Final Rating
Added by Rhonda L. Stephanik at 02/18/2026

VI) CHART OF ATTACHMENTS

Form Result

Use the following checklist to indicate that all the necessary attachments were uploaded in their respective application sections.

Attached	Off
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Evaluation Rubrics

This application element is not evaluated

VII) ADDENDA

Instructions

This addendum to the Model Florida Charter School Application is required of any applicant seeking any of the following:

- Replication of existing schools or school models*
- School operation or management via contract with a third-party education service provider (ESP**)

*An applicant may be considered to be replicating an existing school design if: 1) the proposed school is substantially similar overall to at least one school, AND 2) the individuals or organization involved in the establishment and operation of the proposed school are deeply involved in the operation of the similar school(s). For example, a plan to implement a specific program, such as a widely-used curriculum, would not be categorized as the replication of an existing school design.

**An ESP is any third-party entity, whether non-profit or for-profit, that provides comprehensive education management services to a school via contract with the school's governing board.

Complete each section as applicable:
Addendum A – Applicants seeking to replicate an existing school or school model
Addendum A1 – Applicants seeking to replicate a high-performing charter school per s. 1002.331, F.S.
Addendum B – Applicants contracting with a third-party ESP

Applicants must complete all applicable sections of the addendum. Some applicants will be required to complete multiple addenda. Schools replicating a high-performing charter school pursuant to s. 1002.331, F.S., are not required to complete Addendum A.

1. Replications

Reviewer Instructions

The Replications section should identify the school to be replicated and provide evidence that the model has been successful in raising student achievement, while also describing the capacity of the organization to operate an additional school.
Statutory Reference(s):
s. 1002.33(6)
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.

- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Form Result

A. Identify the existing school(s), including MSID number(s), to be replicated and provide evidence that the existing design has been effective in raising student achievement. The effectiveness of an existing school design should include evidence of the success of the academic program as well as organizational and financial viability. It should show a direct relationship between program elements and student achievement.

SunEd High of North Broward (MSID #5861) opened in 2014, and SunEd High School of South Broward (MSID #5060) opened in 2019. Both schools have been successfully operated by the Sunshine Charter Academy, Inc., Governing Board. The educational model of the schools has successful in helping at-risk, credit deficient, and over-aged high school students earn a standard high school diploma. The student population served by SunEd schools consists of students who have not been successful at the traditional public high school. Many of these students have dropped out of school and are performing significantly below grade level. Our students are seeking a program that will help them with credit recovery and assist them in meeting the requirements for earning a graduation diploma.

SunEd High's blended educational model combines online instruction with teacher-led direct instruction. Students can complete courses at their own pace through the Edmentum curriculum. Also, they receive daily instruction in core academic areas in subject-specific classrooms delivered by state-certified teachers. Teachers reinforce concepts and address the individualized, data-driven needs of students. A reading-certified teacher provides Intensive Reading instruction for students who have not achieved proficiency on their State-mandated ELA exam using the Read 180 (and Core) research-based programs. The school utilizes additional computer-based adaptive educational programs such as IXL and Gizmos to provide differentiated instruction and skills reinforcement for students in ELA. math, and science.

SunEd High provides a comprehensive program that addresses the needs of the "whole child." Students are supported academically, socially, and emotionally. Upon arrival at the school, each student's academic record is carefully reviewed, baseline assessments are administered, and an Individualized Graduation Plan is developed to meet the unique needs of the student. Every student is assigned an adult mentor who works closely with their mentee to provide academic support, encouragement, and resources to help them overcome barriers to success. SunEd High recognizes the importance of preparing students for post-secondary success. Through the career academies offered by the schools, students can complete CTE courses that will give them an opportunity to earn industry certifications in high demand career fields.

As alternative education schools, SunEd High campuses receive an annual School Improvement Rating (SIR) from the Florida Department of Education (FDOE). SIR schools may earn one of three possible ratings: Commendable (a significant percentage of students are making learning gains), Maintaining (a sufficient percentage of students are making learning gains), or Unsatisfactory (an insufficient percentage of students are making learning gains). As shown below, in all years in which the State has issued ratings, SunEd schools have primarily earned Commendable ratings and have never received an Unsatisfactory rating.

SunEd High of North Broward

- 2014–2015: First year of school — No Rating Assigned
- 2015–2016: Incomplete
- 2016–2017: Commendable
- 2017–2018: Commendable
- 2018–2019: Commendable
- 2019–2020: No Rating (COVID)
- 2020–2021: No Rating (COVID)

- 2021–2022: Commendable
- 2022–2023: No Rating Assigned by FDOE (Change in Progress Monitoring)
- 2023–2024: Commendable
- 2024–2025: Commendable

SunEd High of South Broward

- 2019–2020: No Grade Issued to Schools (COVID)
- 2020–2021: No Grade Issued to Schools (COVID)
- 2021–2022: Commendable
- 2022–2023: No Rating Assigned by FDOE (Change in Progress Monitoring)
- 2023–2024: Commendable
- 2024–2025: Maintaining

SunEd High's financial viability is demonstrated through its annual financial statements, which consistently show that each school maintains a healthy fund balance. For FY 2024–25, the total net position as of June 30, 2025, was $4,055,880 for SunEd High of North Broward and $3,186,164 for SunEd High of South Broward. Due to strong fiscal responsibility, sound accounting practices, and regular monthly oversight by the Governing Board, the schools have had no audit findings since their inception.

B. Discuss the key components or non-negotiable elements of the educational program that make the school design what it is and that the operator will expect to remain consistent and essential to the successful replication of the model.

Several key components make the school design successful and are essential to its replication. In the area of academics, the reading program has proven to yield significant gains in students' reading scores. Also, the data management system that provides teachers with progress monitoring data has given teachers and administration the ability to target areas of need in all academic subjects. The Mentoring Program supports the success of the academic program by making students aware of their academic achievements as well as their areas of weakness and how to address these areas. It allows students to have ownership of their learning. It also gives teachers the opportunity to address the social/emotional needs of the students. Mentors can learn about things going on at home or in the community involving the student that may be impacting the student's success and provide that information to the correct support personnel that can help the student overcome the issue. The flexible learning sessions allow the target student population to work, if needed, while going to school. It also allows credit deficient, over-aged students an opportunity to recover credits while working at their own pace.

C. Describe how the target population for the proposed school compares with the population(s) currently being served. Explain why the model will be effective and successful in raising student achievement with the applicant's target population.

The target population for the proposed school aligns directly with the population currently served by existing SunEd schools. The instructional model already in place has demonstrated consistent effectiveness in improving student achievement, as evidenced by state assessment data. Since their inception, SunEd schools have implemented a blended instructional model, flexible learning sessions, a self-paced curriculum, a comprehensive mentoring program, career and guidance services, individualized graduation plans, and well-established schoolwide processes and procedures. These components have collectively contributed to sustained growth and increased student success each year. School Improvement Ratings for each SunEd school have been predominantly *Commendable*, and none of the schools have ever received an *Unsatisfactory* rating. This strong track record reinforces the effectiveness of the model and its capacity to support the proposed school's target population.

D. To the extent that the target population for the proposed school differs from the populations being served in existing schools, explain any anticipated modifications and adjustments to the educational program.

The School intends to serve a similar target population as the populations served by the other SunEd High schools. Therefore, no modifications or adjustments are needed to the educational program.

E. Describe any other ways in which features of the proposed school's educational program will differ from that of the school(s) to be replicated. Explain the rationale for the change(s) and any new resources that the variation(s) will require.

To provide students with expanded opportunities for post-secondary success, SunEd schools will broaden Career and Technical Education (CTE) course offerings within targeted career academies, enabling students to earn industry-recognized certifications in high-demand fields. Additional career pathways will include the following: Emergency Medical Responder; Medical Office Administrative Assistant; Certified Nursing Assistant; Medical Laboratory Assistant; EKG/ECG Technician; Dental Assistant; Daycare Worker; Early Childhood Associate; Child Care Worker; Bank Teller; Cybersecurity Specialist; and Legal Administrative Specialist. Research consistently shows that high-quality CTE programs—especially those culminating in industry credentials—are associated with improved educational and workforce outcomes. SunEd High is committed to helping students graduate with marketable skills that directly support entry into competitive, high-growth industries.

F. Discuss the plan for replication, including if the operator will need to acquire and allocate additional financial and human resources necessary to replicate the design successfully. If additional resources are necessary, describe the plan for securing.

The applicant group has successfully replicated the SunEd model already. The existing schools are operating in good financial standing. Projected budgets for the new School have been created at 100%, 75%, and 50% of the new school's projected enrollment to ensure a balanced budget. A variety of options are available to the School should additional funding be needed to operate the School.
The principal and enrollment specialist for the new school will be hired in April 2026 to ensure there is adequate time to prepare for the school's opening in August 2026 These tasks include, but are not limited to, the following: recruiting students, hiring personnel, overseeing building modifications and any additions that meet all state standards for a school facility, purchasing furniture, fixture, and equipment, setting-up computer labs and classrooms and labs, and completing all other necessary educational, personnel, and campus-related tasks.

G. Discuss the results of any past replication efforts, if applicable, and lessons learned – including particular challenges or troubles encountered; how you have addressed them; and how you will avoid or minimize such challenges for the proposed school.

In 2019, SunEd High of South Broward (MSID #5861) was successfully opened as a replication of SunEd High of North Broward (MSID #5060). The smooth and orderly opening of the school was due to the extensive planning and preparation that provided a road map of every detail and procedure required for opening a new charter school. It is anticipated that opening the new charter school will be a success due to the applicant group's prior experience in replicating the model.

Evaluation Criteria: Replications

Reviewers will look for:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 02/17/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

2. High-Performing Replications

Reviewer Instructions

The High-Performing Replications section should identify the school to be replicated and provide evidence that the proposed school meets the statutory requirements of being a substantially similar model of a school that has been designated as a High-Performing Charter School and is being established and operated by an organization or individuals that were significantly involved in the operation of the school being replicated.
Statutory Reference(s):
s. 1002.331
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Form Result

A. Identify the High-Performing Charter School that is submitting the application and include as Attachment AA the Commissioner of Education letter pursuant to s. 1002.331(5)F.S., designating such school as High-Performing.

Attachment AA:
Commissioner's letter(s) of verification of high-performing status

-

B. Identify the High-Performing Charter School that the applicant intends to replicate, if different from the school identified in the previous question.

-

C. Describe how the proposed school will be substantially similar to the high-performing school that is being replicated.

-

D. If the applicant's projected student population is substantially different than the student population in the high-performing school that is being replicated, describe any modifications to the educational program that are necessary to ensure student success.

-

E. Explain how the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

NA

Evaluation Criteria: High-Performing Replications

Reviewers will look for:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Element Review

Rating/Description
Not Applicable Added by Rhonda L. Stephanik at 02/18/2026
Not Applicable - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

3. Education Service Providers

Reviewer Instructions

The ESP section should provide a rationale for contracting with the ESP, evidence of ESP success in operating high-quality charter schools, the capacity of the ESP to successfully operate this school, and evidence that the governing board and ESP are able to operate free from conflicts of interest.
Statutory Reference(s):
s. 1002.33(6)(a)
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- A clear explanation of the reasons for contracting with an education service provider and how and why the ESP was selected and a description of the due diligence employed to assess the capacity of the ESP.

- Sufficient evidence of the ESP's previous academic, organizational, and financial success and capacity for future success that make it more likely than not that it will be successful with the proposed school.
- Evidence of the ESP's organizational capacity to manage an additional school or schools as determined by its growth plan.
- A comprehensive list (Form IEPC-MIA) of all schools affiliated with the ESP and ensuing performance data used to support the selection of the ESP (past and current).
- Evidence of success working with similar populations to the target population. If there are deficiencies or lack of experience working with the target populations, then reviewers will look for a sufficient explanation of programmatic adjustments that will be made to ensure success with any new school(s).
- A clear delineation of the roles and responsibilities and decision-making authority of the school's governing board and the ESP, structured to ensure a clearly defined arm's-length, performance-based relationship that is free from conflicts of interest. This includes evidence that the school's governing board has a clear plan for holding the ESP accountable for negotiated performance.
- A clear delineation of the term of the management agreement, the conditions, grounds and procedures by which the agreement may be renewed and terminated, and a plan for continued operation of the school in the event of termination.
- A draft of the proposed contract with all key terms included.

Form Result

An Education Service Provider (ESP) is an organization, either for-profit or nonprofit, that contracts with a charter school or a network of charter schools to provide comprehensive educational and business services. In addition to Addendum B, applicants must also complete Form IEPC-M1A if the governing board plans to contract with an ESP. The following section allows the applicant to demonstrate the ESP's track record of success and its ability to provide services for a new school(s).

ESP Selection

A. Explain why the applicant is seeking to contract with an ESP rather than operate the school(s) directly.

During SunEd High's initial years of operation, all back-office functions were managed internally. While this model was workable, it placed significant administrative burdens on school-level staff and limited the organization's ability to grow efficiently. After contracting with Gold Key, a highly qualified Education Service Provider (ESP), the schools realized substantial improvements in operational efficiency, consistency, and overall productivity.

Partnering with an ESP alleviates the day-to-day operational pressure on campus administrators—freeing them from time-consuming tasks such as financial management, HR processes, procurement, compliance tracking, and data reporting. By delegating these responsibilities to a specialized team, school leaders can focus their efforts where they are most impactful: supporting students, coaching staff, engaging families, collaborating with the district, and ensuring adherence to all local, state, and federal requirements. This strategic partnership allows SunEd High to maintain strong academic and operational oversight while benefiting from the expertise and stability of a professional school management team.

B. Explain how and why the ESP was selected. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs.

Credit Recovery Education Group, LLC (CREG) was selected by the Governing Board based on the extensive experience and proven track record of its senior leadership team. Although CREG is newly established, its Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and other key executives have decades of combined experience in successfully operating, managing, and supporting charter schools in Florida. Additionally, CREG recently welcomed Ms. Tammy Lara—the founding Principal and Director of Education for both existing SunEd schools, each of which has consistently performed well academically, financially, and operationally. Ms. Lara now serves as Executive Director of Alternative Education Programs at CREG. Her expertise in alternative high school programming and deep familiarity with SunEd's model were key factors in the Board's decision.

C. For applicants working with an ESP for the first time, provide summary information from reference checks conducted by the applicant (regarding the ESP), identifying each reference.

N/A

D. Describe whether and how the school's board has assessed the capacity of the ESP to successfully carry out the functions necessary to operate a high-quality charter school.

The Governing Board thoroughly evaluated the experience, performance history, and operational capacity of CREG's executive management team. This team has a long-standing record of successfully managing charter schools, including extensive work in facilities acquisition, school finance, and day-to-day operations. In 2022, the leadership team acquired SMART Management—an ESP established in 2009 that supported numerous Florida charter schools. Since the acquisition, SMART-supported schools have seen strengthened academic performance and improved financial practices. Of the 21 charter schools receiving SMART Management services in the 2025 school year, nine earned A or B grades, and three previously D-rated schools improved to a C. All schools achieved a C or higher, had no audit findings, and ended the year with positive fund balances. In 2025, the same team acquired Gold Key, LLC, the long-time ESP for the SunEd High schools. CREG has demonstrated a deep commitment to alternative education and a strong dedication to supporting at-risk youth. Based on its proven capacity and leadership expertise, the Board is confident in CREG's ability to operate a high-quality charter school.

ESP Background

A. Provide the mission of the ESP and an overview of the organization's strategic vision, including, if applicable, a five-year growth plan, and rationale for managing new schools.

Credit Recovery Education Group (CREG) was founded on the belief that every school offers a unique educational environment, and its mission is to support the governing board's vision by ensuring high-quality management of school operations and finances. CREG provides expertise so that school leaders can remain focused on student achievement rather than administrative burdens. CREG also provides support in facilities planning and development, working with reputable developers and contractors to secure high-quality school buildings that meet program needs.

Mission:

To provide schools with the services, knowledge, and operational support necessary to maintain high expectations for teaching and learning; ensure strong financial, operational, and human resources management; and enable school leaders to remain focused on student success.

Vision:

To assist schools in achieving:

- High school graduation for all students
- Personalized, flexible, and blended instructional models that meet the needs of diverse learners
- Student access to wraparound supports addressing non-academic needs
- Career readiness and post-graduation success

CREG also has significant experience in facilities planning and development, working with reputable developers and contractors to secure high-quality school buildings that meet program needs.

Five-Year Vision:

Over the next five years, CREG plans to expand services across Florida, increasing statewide capacity to serve at-risk students in diverse communities. Growth will be strategic and aligned with CREG's commitment to high-quality alternative education programming.

B. Identify the ESP's leadership team and their specific roles and responsibilities. Include as Attachment BB an organization chart for the ESP.

- **Thomas Torkelson, Chief Executive Officer**
  Strategic planning, organizational leadership, public relations, board accountability, performance monitoring, talent and culture development, and stakeholder relations
- **Wyatt Truscheit, Chief Financial Officer**
  Budgeting, financial management, payroll, accounts payable, purchasing, insurance, food service oversight, audits, capital outlay programs, and required state and district reporting
- **Jeffery Rothschild, Chief Operating Officer**
  Facilities management, operations, maintenance, renovations, construction oversight, security systems, and transportation
- **Hailey McCarthy, Chief School Officer**
  Instructional leadership, curriculum oversight, assessment and testing, professional development, school improvement, ESE/ESOL compliance, teacher recruitment and placement, and overall academic compliance
- **Tammy Lara, Executive Director of Alternative Education Programs**
  Curriculum and instruction, testing, professional development, ESE/ESOL compliance, hiring and personnel oversight, operations support, accounts payable, purchasing, and payroll specific to alternative education programs

The ESP's Organizational Chart is included as Attachment BB.

ESP Track Record

A. Provide evidence of organizational capacity to open and operate high-quality schools in Florida and, if applicable, elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed school. If the ESP intends to build capacity and add positions during the term of this proposed charter school, include an organizational chart of the proposed growth within the ESP leadership structure as Attachment CC.

CREG currently supports two alternative charter high schools in Broward County—SunEd High of North Broward and SunEd High of South Broward. Beyond CREG's direct portfolio, the executive leadership team also leads SMART Management, which provides services to 22 charter schools statewide. This team has a documented history of successfully managing school finances, operations, personnel, facilities, and compliance functions. CREG already maintains the staffing, systems, and structures necessary to support financial forecasting, budgeting, purchasing, facilities management, and HR functions—all critical elements of sustainable, high-quality school operations.

Attachment CC: ESP's organization chart after any anticipated growth

CC - ESP Organizational Chart CREG.docx
26.29 KB • Added 3 months ago

BB - ESP Organizational Chart CREG.docx
26.29 KB • Added 3 months ago

B. Provide a comprehensive listing of ESP-operated charter schools (current and past) by completing form IEPC-M1A, which can be found at http://www.fldoe.org/schools/school-choice/charter- schools/charter-school-reference and attach as Attachment DD.

Attachment DD: Applicant history worksheet

Attachment DD- Applicant History Worksheet CREG.xlsx
33.32 KB • Added 3 months ago

C. Explain the ESP's success in serving student populations similar to the target population of the school. Describe the ESP's demonstrated academic track record (provide specific academic results on all schools using Form IEPC-M1A, attached as Attachment DD).

Although CREG is a newly formed ESP, its Executive Director of Alternative Education, Ms. Tammy Lara, brings 35 years of educational experience and a strong track record in alternative high school leadership. Since 2014, she has successfully led SunEd High of North Broward and later SunEd High of South Broward, achieving:

- Multiple consecutive years of "Commendable" ratings
- Strong academic performance and student growth
- Positive programmatic and financial audits
- Full compliance with all district and statutory requirements

Ms. Lara's expertise spans data-driven decision-making, curriculum development, charter school financial management, accountability systems, and school operations.

Tammy Lara's experience, knowledge and success leading SunEd for the past 14 years combined with the extensive experience, knowledge and success of the ESP's leadership team will ensure continued success for the current and future alternative education programs managed by CREG. The SMART Management leadership team—now leading CREG—has successfully supported BridgePrep Academy schools statewide for the past several years. Of the 20 BridgePrep schools receiving SMART Management services in 2025, nine received A or B grades, all schools earned at least a C, and all had clean audits and positive fund balances.

D. List and explain any management contract terminations as well as any charter revocations, non- renewals, withdrawals or non-openings that the ESP has experienced in the past five (5) years.

NA

Legal Relationships

A. Describe how the school's governing board is independent from the ESP and self-governing, including evidence of arm's-length negotiating.

The School's Governing Board remains fully independent from the ESP. All contract negotiations involve both the ESP's reports and the School's independent counsel, ensuring arm's-length procedures and safeguarding Board autonomy.

B. Explain whether the school has or will have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated[4] with or owned in whole or in part by the ESP. If so, identify the nature of those entities' business activities and describe how the governing board will ensure that any such relationships will not pose a conflict of interest or hinder the board's authority or ability to terminate the contract with the ESP.

The School will not enter into legal or contractual relationships with any subsidiaries or other entities affiliated with or owned in whole or in part by the ESP.

C. Explain the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the school's governing board will oversee the ESP's supervisory responsibilities.

The ESP will not directly supervise any of the school's employees. The ESP will be responsible for working together with the principal to ensure that all academic and non-academic reporting and compliance responsibilities are fulfilled on an accurate and timely basis. The principal will supervise all employees of the School. The Governing Board will supervise the principal and oversee the ESP's performance. The ESP will be responsible for keeping the Governing Board apprised of the status of all aspects of the School on a regular basis. The Board Treasurer will be provided informal monthly updates relative to revenues and expenditures and the full Board will review current financial statements at each Board Meeting. The principal will be responsible for academic reporting. The Governing Board will contract an independent auditor on an annual basis to perform financial and compliance audits that should provide assurances that the School is operating in accordance with all statutes and contracts. Additionally, the District will perform regular operational and academic evaluations of the School's performance in accordance with their contract.

D. If the school's governing board intends to enter into a financing agreement (promissory notes, loans, leases, lease-purchase agreements, other negotiable instruments, or any other facility or financing relationships) with the ESP:

- Ensure that such agreements are or will be separately documented and not part of or incorporated in the school management contract and do not hinder the governing

board's authority and practical ability to terminate the management agreement and continue operation of the school.
- Provide evidence that the agreement was or will be reviewed by the governing board's independent legal counsel or attorney and subject to a fair market analysis.
- Describe how such agreements will be repaid. Repayments should be reflected in the budget.

The Governing Board does not intend to enter into any financing agreements with the ESP.

Organizational Structure

A. Provide a description of the roles and responsibilities of the ESP. This may include whether and how the specific roles and responsibilities set forth below may or may not be provided by the ESP, in order to summarize school- and ESP-level responsibilities. If some portions of a function are the responsibility of both the ESP and the governing board, please explain. The description should align with the management agreement with the ESP and provide a clear picture of what the ESP is responsible for.

- Setting Performance Goals Selecting Curriculum
- Selecting Professional Development programs
- Data Management & Selecting Interim Assessments
- Determining Promotion Criteria
- Setting a School Culture Student Recruitment
- School Staff Recruitment & Hiring
- Providing Human Resources (HR) services (payroll, benefits, etc.) Fundraising
- Managing Community Relations
- Selecting and Providing Information Technology Managing Facilities
- Procuring Vendors
- Other Operational and Administrative Services, if Applicable

4 The term "affiliated" means and includes one or more corporations or entities under the same or substantially the same control of a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term "affiliated" includes, but is not limited to, the officers, directors, executives, shareholders active in management, employees, and agents of the affiliated corporation. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business is affiliated with the other.

The Governing Board contracts with CREG to provide comprehensive educational, operational, and administrative services that support the effective functioning of the schools.

Performance Goal Setting and Data Monitoring

CREG collaborates closely with school leadership to establish annual performance goals. Throughout the year, these goals are monitored through monthly Leadership Team meetings, during which CREG reviews student performance, attendance, retention, and enrollment data. CREG provides ongoing analysis and strategic guidance to help ensure progress toward the established benchmarks, while also keeping the Governing Board informed of outcomes and developments.

Curriculum and Instructional Support

In the area of curriculum, CREG reviews and selects district-approved materials that best meet the needs of the student population. This includes exploring research-based intervention resources that may benefit students requiring additional academic support. Professional development needs are assessed collaboratively, with CREG identifying appropriate training opportunities that complement those already available through district and virtual platforms.

Data Reporting and Interim Assessments

CREG receives regular reports on student performance and operational data, which it synthesizes into monthly updates on progress toward annual goals. As challenges arise, CREG provides recommendations and strategies for improvement. The organization also works with school leaders to ensure that interim assessments align with district guidelines and requirements.

Student Recruitment and Community Engagement

To support student recruitment and community engagement, CREG develops marketing materials and outreach strategies that promote enrollment and strengthen local relationships. These efforts help build public awareness of the schools and support sustained enrollment growth.

Staff Recruitment and Human Resources Management

In staffing, CREG assists in recruiting, interviewing, and selecting qualified employees, and oversees the completion of all hiring requirements. The organization also contracts with a qualified human resources and payroll provider to manage HR functions, payroll, and benefits administration, subject to Governing Board approval.

Technology Support Services

CREG plays an important role in operational support by coordinating with an Information Technology Support provider to maintain the school's technology infrastructure. The organization also responds to identified needs for repairs, replacements, or the acquisition of new equipment to ensure that technology systems remain functional and efficient.

Facilities and Operations Management

For facilities management, CREG contracts with vendors to provide custodial services, maintenance, inspections, and security. The organization identifies appropriate insurance coverage, negotiates facility leases or usage agreements—including any necessary build-out or expansion—and oversees the ongoing operation and maintenance of all school facilities.

Vendor Procurement

Vendor procurement is managed by CREG, which ensures that external contractors providing essential services are properly vetted, experienced, and aligned with the school's needs. CREG oversees vendor selection and contracting to ensure quality services and compliance with operational requirements.

Accounting and Business Administration

In the area of business administration, CREG oversees financial controls and reporting in compliance with all applicable laws and charter requirements. CREG coordinates the annual financial audit and manages human resources and benefits administration processes. Working closely with the school's accountant, CREG provides the Governing Board with timely financial updates and supports the preparation of the annual budget and any necessary amendments. CREG also facilitates Board development activities, prepares meeting notices, assists with agenda development, and maintains official meeting minutes.

Additional Administrative and Strategic Services

Additional services may be provided with Governing Board approval. These include supporting the pursuit of grants and private donations, as well as assisting the schools and Board in the accreditation process. Through these coordinated efforts, CREG delivers a comprehensive suite of services designed to support the academic, operational, and organizational success of the schools.

B. Describe the oversight and evaluation methods that the board will use to oversee the ESP. What are the school-wide and student achievement results that the ESP is responsible for achieving? How often, and in what ways, will the board review and evaluate the ESP's progress toward achieving agreed-upon goals (e.g. external evaluator, surveys, or performance data analyses)? What are the conditions, standards, and procedures for board intervention, if the ESP's performance is deemed unsatisfactory?

The Board will evaluate ESP performance annually and periodically throughout the year, reviewing the following: financial performance and variance to budget; staff turnover; enrollment; academic performance; and operational and facilities management. The ESP must provide necessary data to the Board. Unsatisfactory performance or failure to meet contract obligations may result in intervention or termination.

C. Describe the payment schedule, including all fees, bonuses, early termination penalties, and any other compensation to be paid to the ESP.

Base Compensation

The School shall pay the ESP a Charter School Management fee of 15% of Full Time Equivalent (FTE) per annum during the term of the management agreement, unless terminated, provided the School receives such funds. Accommodations to set percentage may be lowered upon mutual agreement to ensure the School's financial viability. The School or the Board shall have no obligation to pay such fee before receiving the funds from the Sponsor or the State of Florida.

The fee shall be payable in equal monthly installments. The fee shall be adjusted annually at each anniversary based on the change in the prior year's Consumer Price Index or based on the year-to-year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less.

Additional Services

The ESP will provide additional services not covered under the management agreement to the Board, as requested by the Board, through a proposal to Board, and subject to Board approval. This may include services that are not within the regular course of school management which may include special projects, litigation coordination, and land use coordination. Such projects may include the engagement of other professionals or consultants who may be independent from the ESP.

Reimbursement of Costs

The ESP shall be reimbursed for actual costs it incurs in connection with travel, lodging, and other costs associated with attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost.

Incurred Expenses

Upon agreement by the Board and ESP, the base compensation, additional services, and reimbursable costs incurred for the current fiscal year may be realized for the following fiscal year.

D. Describe the types of spending decisions the management organization can make without obtaining board approval? What reports must the ESP submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?

Pursuant to s. 1002.33(9)(g), the School will maintain all financial records in accordance with the accounts and codes prescribed in the most recent edition of *Financial and Program Cost Accounting and Reporting for Florida Schools*. The School's Governing Board will approve the annual budget as well as any amendments that reflect changes in revenues or expenditures.

Within the limits of the Board-approved budget, the ESP is authorized to make disbursements for contracted services, leases, notes payable, ongoing contractual commitments, and payables for goods and services that have been verified by the School as received or rendered. Any expenditures outside the approved budget, or those that exceed established thresholds, will require prior Board approval.

At every Governing Board meeting, the ESP will provide a comprehensive financial report that includes, at minimum, the current bank statements, Statement of Revenues, Balance Sheet, and Profit and Loss Statement. These documents will allow the Board to monitor financial performance, ensure accountability, and identify any variances from the approved budget. The Governing Board will exercise ongoing financial oversight by regularly reviewing these reports, monitoring adherence to the budget, ensuring compliance with statutory and contractual requirements, and providing direction on any necessary corrective actions. Through this process, the Board will ensure that public funds are managed responsibly and that the School operates in a financially sound manner.

E. What is the term (duration) of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract? Describe the conditions that both the ESP and the school must satisfy for the management agreement to be renewed. On what grounds may the ESP or the governing board terminate the management agreement for cause? List any indemnification provisions in the event of default or breach by either party. If these provisions are addressed in the management agreement, the applicant may cite the specific sections.

Initial Term

The initial term of the management agreement shall not exceed five (5) years. The first three (3) years of the term shall automatically renew at the end of each school year unless the Board terminates the agreement for cause. The subsequent two (2) years shall likewise automatically renew at the end of each school year unless the Board elects to terminate the agreement for any reason, provided that the Board gives the ESP at least ninety (90) days' notice prior to the end of the then-current school year.

At the conclusion of the five-year term, the School shall have the option to renew the contract. The ESP agrees to renew the agreement at the School's option unless the School has breached the contract.

Renewal

Unless terminated by the Board, the terms of the management agreement shall be renewed concurrently with any renewals of the School's Charter Agreement.

Termination

The Board may terminate the agreement for cause with sixty (60) days' written notice to the ESP. "Cause" includes, but is not limited to:

- A material breach of the agreement by the ESP;
- Failure of the ESP to provide educational, support, or management services sufficient for the School to meet the Sponsor's standards;
- Debarment or similar governmental action against the ESP;
- Conduct by the ESP that could bring disrepute to the School or Board (including arrest or conviction for a felony or a crime of moral turpitude); or
- Any action or omission that endangers or materially compromises student safety.

Additionally, if the Sponsor terminates or materially alters its Charter Agreement with the School or Board, either the School/Board or the ESP may terminate the management agreement upon thirty (30) days' written notice, without penalty or liability to either party.

Indemnification

a. By the School. School agrees that it shall indemnify and hold Management Company harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including attorneys' fees and costs) of whatsoever nature or kind arising out of, caused by, resulting from or in any way connected with: (i) any material breach of this Agreement by School or Non-Profit Board or (ii) any negligent or intentional act or omission committed by School or Non- Profit Board in the performance of its obligations hereunder. The indemnification agreed upon by School may be addressed by the purchase of appropriate
insurance policies.

b. By the Management Company. Management Company agrees that it shall indemnify and hold School harmless from and against all claims, liabilities, damages, losses, costs and expenses (including attorneys' fees and costs) of whatsoever nature or kind arising out of, caused by, resulting from or in any way connected with: (i) any material breach of this Agreement by

Management Company, its employees, agents, contractors or subcontractors, or (ii) any negligent or intentional act or omission committed by Management Company, its
employees, agents, contractors, or subcontractors, in performance of its obligations hereunder. The indemnification obligations of Management Company hereunder may be achieved by the purchase of appropriate insurance policies.

C. Survival of Indemnification. The provisions of this Section shall survive termination any expiration or termination of this Agreement. Agreement may not be modified or amended except by a writing signed by the Parties. The Parties acknowledge that any amendment that results in a material change to the Agreement may require the School to have its Charter amended.

F. Provide as Attachment EE, a draft of the proposed management agreement with the ESP.

Attachment EE: Draft contract between school and ESP

EE Draft Management Agreement.docx
65.18 KB • Added 3 months ago

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 02/18/2026
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

4. Supplemental Material

Form Result

Add verbiage here

Attachment FF - Supplemental Material

Evaluation Rubrics

This application element is not evaluated

VIII) ATTACHMENT TEMPLATES

Form Result

The following provided forms must be printed, signed, dated and uploaded to this section.

Signed and dated statement of assurances	L Statement of Assurances.pdf 390.14 KB • Added 3 months ago
Attach signed and dated form by each board member	L Steven Cooper Board Info and Resume.pdf 1.27 MB • Added 3 months ago L Juan_Garcia-Board Info Form.docx 53.35 KB • Added 3 months ago L Carmen Joy-Board Info Form 1.pdf 428.32 KB • Added 3 months ago
Attached signed and dated attestation form	L Carmen Joy-Board Info Form 1.pdf 428.32 KB • Added 3 months ago

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 02/18/2026
Completed - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

IX) DISTRICT REQUESTS

In addition to the Model Florida Charter School Application, the District requests the completion of two documents: Review Extension Letter and Consultant Information form. Download the provided file for each

District request, complete, and upload.

1. Review Extension Letter

Form Result

To review the application and provide appropriate and thorough feedback, the District requests that the applicant agrees to an extension of the 90-calendar day review period, if needed. Download, read, and check the option on the provided file indicating if the applicant agrees to provide the District with the opportunity of an extended review which allows for the potential inclusion of an applicant interview. If the applicant does not agree to the requested extension, if needed, the applicant will waive its opportunity for a capacity interview. This upload does not count as one of the additional 10 pages of attachments.

Signed and dated extension letter	90 day Extension Letter.pdf 456.53 KB • Added 3 months ago

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 02/18/2026
Completed - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

2. Consultant Information

Form Result

The District requests that an applicant discloses if a consultant was obtained for the creation of this application submission. If, at any time during the creation of this application, a consultant, paid or voluntary, was utilized, download the provided file, answer the questions as applicable, save, and upload. This upload does not count as one of the additional 10 pages of attachments.

If applicable, download provided MS Word document, complete it, and upload to this section

Addendum - Consultant Information.docx

17.5 KB • Added 3 months ago

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 02/18/2026
Completed - Final Rating Added by Rhonda L. Stephanik at 02/18/2026

Recommendation

03/03/2026 02:33 PM by Rhonda L. Stephanik

Section 1002.33(6)(b)2.a, Florida Statutes, states, "A sponsor shall by majority vote approve or deny an application no later than 90 calendar days after the application is received, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date, at which time the sponsor shall by majority vote approve or deny the application." Based on the review, evaluation and information provided in the capacity interview held on February 20, 2026, the Superintendent's Charter School Review Committee is recommending that the application for SunEd High of Hollywood be recommended to The School Board of Broward County, Florida, via the Superintendent, for approval.

Status: *Approved*

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	M-9.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Property Entry for Site Assessment
ADDED

REQUESTED ACTION:

Authorize the Superintendent to execute the Florida Department of Environmental Protection (FDEP) "Permission to Enter Property" for environmental assessment and related activities at the Broward Boulevard/Hiatus Road site, and ratify the prior authorization executed by former Superintendent Dr. Earlean Smiley. District 6

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Permission to Enter Form
- 2023 Permission to Enter Form

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:	Christopher O. Akagbosu	Phone:	754-321-2162

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer Jun

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: (754) 321-2650

EXECUTIVE SUMMARY
Property Entry for Site Assessments

Board Meeting Date: June 9, 2026

Requested Action:
Authorize the Superintendent to execute the Florida Department of Environmental Protection (FDEP) "Permission to Enter Property" for environmental assessment and related activities at the Broward Boulevard/Hiatus Road site, and ratify the prior authorization executed by former Superintendent Dr. Earlean Smiley. District 6

General Information

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

District-zone Impact/Board Member: District 6	
School Board Policy Requirement	• None
Statutory Requirement	• None
If the School Board votes "Yes"	• FDEP and its agents will be permitted to access the site to continue environmental assessment and limited remediation activities, supporting regulatory compliance and enabling the District to market and sell the property.
If the School Board votes "No"	• A "No" vote will prevent continued assessment and remediation activities, may result in loss of available grant funding, may delay compliance with regulatory obligations, and may hinder the District's ability to market and sell the property.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	1. The successful limited remediation of identified contaminants in designated areas of the vacant land. 2. The sale of the vacant land to an interested buyer. 3. Closing on the sale transactions and subsequent SBBC receipt of the sale proceeds.

Background/History:

Elementary D-1, School Site No. 352.1, is an approximately 11.87-acre vacant parcel at the southeast corner of Broward Boulevard and Hiatus Road in Plantation. SBBC purchased the property on March 13, 1997, for $2,001,723 ($1,993,500 purchase price plus $8,223 in closing costs) for a future elementary school. On April 20, 2010, SBBC declared the property surplus under Section 1013.28, Florida Statutes, after determining it was no longer needed for educational purposes.

The property was later marketed for sale, and SBBC entered into purchase and sale agreements with several buyers, but each transaction ultimately failed. Most recently, on July 29, 2022, Lennar Homes LLC terminated its agreement. In a December 2, 2022 letter, the Broward County Environmental Permitting Division (BCEPD) advised FP&RE that, because no buyer remained contractually obligated to develop the site, SBBC was the "Responsible Party" under Section 27-356(d) of the Broward County Code and therefore had to obtain an Environmental Assessment and Remediation (EAR) License and continue required contamination assessment and cleanup under the Broward County Code and Chapter 62-780, Florida Administrative Code.

SBBC obtained the EAR License, and, on March 28, 2023, the then-Superintendent executed the FDEP Permission to Enter Property agreement. That same month, FDEP awarded Brownfields Program funding for assessment and remediation of the SBBC and OPWD parcels. Funding for this site totals $250,000 for assessment and $350,000 for remediation.

Using the federal Brownfields grant, Terracon conducted the initial assessment of the SBBC parcel, and the adjoining parcel owned by the Old Plantation Water Control District (OPWD). Most assessment funds have now been spent. The work, performed under FDEP and BCEPD oversight, identified contaminants in soil and groundwater and led to designation of a Selected Remediation Area (SRA) on the northwestern portion of the combined SBBC and OPWD parcels.

The SRA was used for agriculture from the late 1950s through the mid-1990s and may have included an agricultural maintenance building. The adjoining OPWD parcel lies immediately north of the SBBC property and is part of the SRA.

The SRA is currently in the environmental management and pre-remediation phase under FDEP and BCEPD oversight. It is enclosed by chain-link fencing and contains no structures or paved improvements.

A Voluntary Source Removal (VSR) Plan was developed to address impacted soils in the SRA through excavation and removal activities designed to satisfy state and local cleanup requirements for commercial land use. Broward County approved the VSR Plan on May 14, 2026, allowing remediation to begin as early as June 2026. This phase is intended to move the site toward regulatory closure, reduce environmental risk, and improve marketability for future sale.

FP&RE, Environmental Health & Safety, OGC, and outside environmental counsel have been coordinating for months on the site's assessment and remediation. The group recently agreed that updated appraisals should be obtained using the VSR Plan and related environmental reports so those conditions are reflected in valuation. Based on the most recent appraisals, the Negotiation Parameters Committee set the minimum asking price at $13,317,333 on February 27, 2025.

Current planning assumptions indicate that a Request for Proposal (RFP) for the marketing and eventual sale of the SBBC vacant land could be issued in late Summer or early Fall 2026, either following completion of remediation activities or in parallel.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method

This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	Effective upon execution and continuing as necessary to perform the authorized TBAs and SSAs.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

There is no direct financial impact to the District, as activities are funded through FDEP Brownfields grant funding.

New / Current Requested Agreement Authority

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

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Permission to Enter Form
2023 Permission to Enter Form

PERMISSION TO ENTER PROPERTY TO CONDUCT
Targeted Brownfield Site Assessments (TBAs) or Site-Specific Activities (SSAs)
Funded under FDEP/EPA Section 128(a) State and Tribal Response Program
CFR - GRANT

1) Dr. Howard Hepburn ("Undersigned"), Owner, hereby gives permission to the State of Florida Department of Environmental Protection ("FDEP") and its agents and contractors to enter the undersigned's property ("the property") located at SE Corner of Broward Blvd. and South Hiatus Road, Plantation, Broward County, Florida.

2) This permission is for the FDEP to conduct TBAs and SSAs and is specifically limited to include the following activities, which may be performed by the FDEP, its agents, representatives, and contractors to evaluate or remove environmental conditions that may be present at the property:

a) To access all areas of the property including areas where environmental contamination may exist;

b) To conduct interviews, take photographs, and create site sketches;

c) To collect soil, groundwater, sediment and air samples necessary to characterize wastes for disposal;

d) To store, remove and dispose investigated-derived wastes;

e) To perform limited source removal actions, which may include the removal of large surface debris items such as containers, waste tires, construction debris, storage tanks, scrap metal, containerized waste, or other agreed upon removal actions; and

f) To use equipment on the property, including vehicles, excavation equipment, and other items, as is necessary to perform the above activities.

3) The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any possible groundwater, sediment, air or soil contamination detected in the samples.

4) The FDEP, its agents, representatives or contractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

5) The FDEP acknowledges and accepts its responsibility pursuant to applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the property.

PERMISSION TO ENTER

_____	_____
Property Owner	Witness
_____	_____
Date	Date

Accepted by the State of Florida Department of Environmental Protection by the following authorized agent:

_____	_____
FDEP Project Manager	Witness
_____	_____
Date	Date

PERMISSION TO ENTER PROPERTY TO CONDUCT
Targeted Brownfield Site Assessments (TBAs) or Site-Specific Activities (SSAs)
Funded under FDEP/EPA Section 128(a) State and Tribal Response Program
CFR - GRANT

1) Earlean C. Smiley, Ed.D. ("Undersigned"), Owner, hereby gives permission to the State of Florida Department of Environmental Protection ("FDEP") and its agents and contractors to enter the undersigned's property ("the property") located at SE Corner of Broward Blvd. and South Hiatus Road, Plantation, Broward County, Florida.

2) This permission is for the FDEP to conduct TBAs and SSAs and is specifically limited to include the following activities, which may be performed by the FDEP, its agents, representatives, and contractors to evaluate or remove environmental conditions that may be present at the property:

a) To access all areas of the property including areas where environmental contamination may exist;

b) To conduct interviews, take photographs, and create site sketches;

c) To collect soil, groundwater, sediment and air samples necessary to characterize wastes for disposal;

d) To store, remove and dispose investigated-derived wastes;

e) To perform limited source removal actions, which may include the removal of large surface debris items such as containers, waste tires, construction debris, storage tanks, scrap metal, containerized waste, or other agreed upon removal actions; and

f) To use equipment on the property, including vehicles, excavation equipment, and other items, as is necessary to perform the above activities.

3) The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any possible groundwater, sediment, air or soil contamination detected in the samples.

4) The FDEP, its agents, representatives or contractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

5) The FDEP acknowledges and accepts its responsibility pursuant to applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the property.

PERMISSION TO ENTER

Property Owner

3/28/23
Date

Witness

3/28/23
Date

Accepted by the State of Florida Department of Environmental Protection by the following authorized agent:

FDEP Project Manager

3/28/2023
Date

Witness

3/28/23
Date

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Superintendent's Recommendations for Pre-Qualification Certification

REQUESTED ACTION:

Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on May 14, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report. District-wide

RATIONALE:

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

EXHIBITS:

Executive Summary
Superintendent Recommendati…
Pre-Qualification Report

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Pre-Qualification of Contractors
Superintendent's Recommendations for Pre-Qualification Certification

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on May 14, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• The State Requirements for Educational Facilities (SREF), 2014 Edition.
If the School Board votes "Yes"	• The District will certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew. Twenty-nine (29) firms representing thirty-one (31) licenses will be recertified; Two (2) firms representing two (2) licenses will increase limits; Three (3) firms are newly certified; and one (1) firm representing one (1) license is automatically revoked.
If the School Board votes "No"	• Denial by the School Board would stop the pre-qualification process, causing interruptions in the construction projects. This would also delay the issuance of new firms becoming prequalified and those firms that wanted to increase their limits.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History
State statutes, regulations, and School Board policies allow contractors who wish to pursue work with the District the opportunity to pre-qualify. These requirements mandate that a contractor is pre-qualified at the bid opening and that the School Board acts on a pre-qualification application within sixty (60) days. State regulations and School Board policy require that the School Board act on appeals within thirty (30) days, District-wide. The pre-qualification application process is in accordance with State Requirements for Educational Facilities (SREF) Chapter 4, Section 4.1(1), F.S. 1013.46, and School Board Policy 7003.1. The Procurement & Logistic Operations Department administers compliance with SREF and School Board policy requirements.

The criterion for pre-qualification is based on the single bid limit amount of the largest successfully completed project of a similar size and scope. The company's surety bonding or audited financial information determines the aggregate limit amount. The Procurement & Logistic Operations staff review the applications, make recommendations, and facilitate QSEC meetings. QSEC considers staff's recommendations and then forwards its recommendations to the Superintendent. The pre-qualification report provides data on the total number of pre-qualified companies by license type, new applications, renewal applications, and revoked applications.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

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

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

Budget Impact Summary Statement:
1. There is no financial impact to the District

New/Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Having a pool of pre-qualified contractors allows us to complete construction projects.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Superintendent Recommendation Report
Exhibit B: Pre-Qualification Report

Superintendent Recommendations - Tracking Report

Regular School Board Meeting	6/9/2026
Superintendent Recommmentations	
Recommend to Certify	3
Recommend to Re-Certify	31
Recommend to Not Certify	0
Recommend to Not Re-Certify	0
Recommend to Increase Limits	2
Revoke Certification	0
Suspend Certification	0
Certification Revoked Automatically*	1
Grand Total	37

Pre-Qualified Contractors Summary Fiscal Year To Date	
Approved Certification Applications	9
Approved Re-Certification Applications	189
Approved Request to Not Certify	0
Approved Request to Not Re-Certify	0
Approved Request to Increase Limits	7
Total Pre-Qualification Applications	205
Total of E/S/M/WBE Pre-Qualified	***59***
Contractors Automatically Revoked	*32*
Contractors Revoked	*0*
Contractors Suspended	*0*

CONTRACTOR	Application Submitted	E/S/M/WBE Certification Type	Ethnicity/Gender	E/S/M/WBE Expiration Date	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
Alen Construction Group, Inc.	3/12/2026	SMBE	HA	6/19/2027	5/14/2026	Recommend to Re-Certify	State General	$ 2,500,000.00	$ 30,000,000.00	6/9/2026	6/8/2027
Bluum USA, Inc.	4/27/2026				5/14/2026	Recommend to Re-Certify	State Certified Specialty Contractor	$ 1,000,000.00	$ 3,000,000.00	6/9/2026	6/8/2027
Briggs Management & Associates LLC	3/11/2026	ESMBE	AA	5/31/2027	5/14/2026	Recommend to Re-Certify	State Certified Alarm System Contractor I	$ 400,000.00	$ 1,000,000.00	6/9/2026	6/8/2027
Burke Construction Group, Inc.	4/22/2026				5/14/2026	Recommend to Re-Certify	State General	$ 30,000,000.00	$ 250,000,000.00	6/9/2026	6/8/2027
Conica USA Polytracks, LLC	4/7/2026				5/14/2026	Recommend to Re-Certify	State Building	$ 656,100.00	$ 2,000,000.00	6/9/2026	6/8/2027
D. Stephenson Construction, Inc.	4/17/2026	SMBE	AA	3/6/2028	5/14/2026	Recommend to Re-Certify	State General	$ 20,000,000.00	$ 60,000,000.00	6/9/2026	6/8/2027
DC Fence Solutions Corp.	3/31/2026				5/14/2026	Recommend to Re-Certify	Broward County Fence Erection	$ 500,000.00	$ 1,000,000.00	6/9/2026	6/8/2027
DiPompeo Construction Corporation	3/30/2026				5/14/2026	Recommend to Re-Certify	State General	$ 23,746,012.00	$ 80,000,000.00	6/9/2026	6/8/2027
Dorsainvil Construction LLC	3/19/2026				5/14/2026	Recommend to Re-Certify	State General	$ 500,000.00	$ 1,000,000.00	6/9/2026	6/8/2027
Florida Blacktop Inc.	4/17/2026				5/14/2026	Recommend to Re-Certify	Broward County 3A Major Roads - Asphalt & Concrete	$ 2,000,000.00	$ 10,000,000.00	6/9/2026	6/8/2027
Florida Service Painting, Inc. dba Service Contracting Solutions	4/7/2026				5/14/2026	Recommend to Re-Certify	Broward County Painting Interior/Exterior	$ 897,600.00	$ 20,000,000.00	6/9/2026	6/8/2027
Flo-Tech Mechanical LLC	4/7/2026	SWBE	HA	2/19/2029	5/14/2026	Recommend to Certify	State Mechanical	$ 750,000.00	$ 1,500,000.00	6/9/2026	6/8/2027
Formula Construction Industries Corp.	3/10/2026				5/14/2026	Recommend to Increase Limits	State General	$ 176,328.00	$ 3,000,000.00	6/9/2026	6/8/2027
FXP Corp.	4/30/2026	ESMBE	HA	1/16/2028	5/14/2026	Recommend to Re-Certify	State Mechanical	$ 1,463,860.00	$ 10,000,000.00	6/9/2026	6/8/2027
Green Team Plumbing, LLC	4/9/2026				5/14/2026	Recommend to Re-Certify	State Plumbing	$ 319,570.00	$ 2,000,000.00	6/9/2026	6/8/2027
HCBeck Ltd. Dba The Beck Group	4/28/2026				5/14/2026	Recommend to Re-Certify	State General	$ 65,056,860.00	$ 1,000,000,000.00	6/9/2026	6/8/2027
Hyvac, Inc.	4/2/2026				5/14/2026	Recommend to Re-Certify	State Mechanical	$ 15,000,000.00	$ 75,000,000.00	6/9/2026	6/8/2027
Industrial Shadeports, Inc.	4/14/2026	ESBE	NMM	3/27/2027	5/14/2026	Recommend to Re-Certify	State General	$ 843,850.00	$ 4,000,000.00	6/9/2026	6/8/2027
LEGO Construction Co.	4/8/2026				5/14/2026	Recommend to Re-Certify	State General	$ 21,795,554.00	$ 300,000,000.00	6/9/2026	6/8/2027
LEGO Construction Co.	4/8/2026				5/14/2026	Recommend to Re-Certify	State Roofing	$ 21,795,554.00	$ 300,000,000.00	6/9/2026	6/8/2027
Lutz Petroleum Equipment Installations, Inc.	3/23/2026	ESBE	NMM	11/19/2027	5/14/2026	Recommend to Re-Certify	Pollutant Storage Systems	$ 1,000,000.00	$ 5,000,000.00	6/9/2026	6/8/2027
Moss & Associates, LLC	4/30/2026				5/14/2026	Recommend to Re-Certify	State General	$ 63,281,250.00	$ 4,000,000,000.00	6/9/2026	6/8/2027
Mowrey Elevator Company of Florida, Inc.	4/7/2026				5/14/2026	Recommend to Re-Certify	State Elevator	$ 220,000.00	$ 15,000,000.00	6/9/2026	6/8/2027
MTD Painting and Construction Corp.	5/7/2026				5/14/2026	Recommend to Certify	State General	$ 1,000,000.00	$ 2,000,000.00	6/9/2026	6/8/2027

Superintendent Recommendations - Tracking Report

CONTRACTOR	Application Submitted	E/S/M/WBE Certification Type	Ethnicity/Gender	E/S/M/WBE Expiration Date	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
Music Arts Enterprises, Inc.	4/15/2026				5/14/2026	Recommend to Re-Certify	State Certified Specialty Contractor	$ 450,000.00	$ 1,000,000.00	6/9/2026	6/8/2027
NDR Corporation	4/14/2026				5/14/2026	Recommend to Re-Certify	State Certified Specialty Contractor	$ 500,000.00	$ 1,000,000.00	6/9/2026	6/8/2027
Persons Service Corp.	3/13/2026				5/14/2026	Recommend to Re-Certify	State General	$ 25,000,000.00	$ 250,000,000.00	6/9/2026	6/8/2027
Persons Service Corp.	3/13/2026				5/14/2026	Recommend to Re-Certify	State Roofing	$ 25,000,000.00	$ 250,000,000.00	6/9/2026	6/8/2027
Playcore Wisconsin, Inc. dba GameTime	4/7/2026				5/14/2026	Recommend to Re-Certify	State Building	$ 328,000.00	$ 25,000,000.00	6/9/2026	6/8/2027
Prestress Concrete, Inc.	3/31/2026				5/14/2026	Recommend to Re-Certify	State General	$ 3,101,120.00	$ 20,000,000.00	6/9/2026	6/8/2027
R & D Paving, LLC	4/8/2026				5/14/2026	Recommend to Re-Certify	Broward County 3A Major Roads - Asphalt & Concrete	$ 1,534,950.00	$ 15,000,000.00	6/9/2026	6/8/2027
S3S Construction, Inc.	4/16/2026	ESMBE	AA	1/25/2028	5/14/2026	Recommend to Increase Limits	State General	$ 2,000,000.00	$ 2,000,000.00	6/9/2026	6/8/2027
Solotech Sales & Integration USA Inc. (f.k.a. Pro Sound, Inc.)	4/15/2026				5/14/2026	Recommend to Re-Certify	State Electrical	$ 10,000,000.00	$ 35,000,000.00	6/9/2026	6/8/2027
Tecta America South Florida, Inc.					5/14/2026	Certification Revoked Automatically*	State Roofing	$ 5,000,000.00	$ 175,000,000.00	6/9/2026	6/8/2027
The Playground Guys, Inc.	4/7/2026				5/14/2026	Recommend to Re-Certify	State Building	$ 78,836.00	$ 750,000.00	6/9/2026	6/8/2027
U.S. Asphalt LLC dba U.S. Pave	3/10/2026				5/14/2026	Recommend to Re-Certify	Broward County 3B Minor Roads (Asphalt & Concrete)	$ 200,000.00	$ 500,000.00	6/9/2026	6/8/2027
Vaccato Electric, Inc.	3/31/2026				5/14/2026	Recommend to Certify	State Electrical	$ 235,800.00	$ 1,000,000.00	6/9/2026	6/8/2027

Note: Automatically Revoked Certifications do not require board action. Pursuant to SREF Chapter 4, Section 4.1(1)(e)1, the pre-qualification certificate for a firm that has failed to submit its renewal application after at least 30 days written notice is automatically revoked.

PROCUREMENT & WAREHOUSING SERVICES

PRE-QUALIFICATION REPORT

PRE-QUALIFIED CONTRACTORS AS OF 5/14/2026

TOTAL No. OF PRE-QUALIFIED CONTRACTORS	As of	3/12/2026	5/14/2026
		184	186

Companies by License	# of Certificates	# of E/S/M/WBE Certificates	Companies by License	# of Certificates	# of E/S/M/WBE Certificates
Broward County 3A Major Roads - Asphalt & Concrete	3	0	State Certified Class B Air-Conditioning	1	0
Broward County 3B Minor Roads - Asphalt & Concrete	1	0			
Broward County 3E Striping, Marking & Signage of Roadways	0	0	State Certified Underground Utility & Excavation	0	0
Broward County Demolition (Non-Explosive)	0	0	State Certified Specialty Contractor	10	1
Broward County Fence Erection	5	2	State Electrical	15	8
Broward County Insulation Contractor	1	0	State Elevator	3	0
Broward County Limited Energy System Specialty Contractor	1	0	State Fire Suppression	1	0
Broward County Painting Interior/Exterior	7	2	State Fire Protection Contractor II	3	1
Concrete Placing & Finishing	1	0	State General	88	30
Pollutant Storage System Contractor	1	1	State Mechanical	14	6
State Alarm System Contractor I	4	1	State Mechanical (Test & Balance)	1	0
State Alarm System Contractor II	2	1	State Plumbing	2	0
State Asbestos	4	0	State Roofing	17	2
State Building	8	1			
State Certified Air-Conditioning	2	1			
State Certified Class A Air-Conditioning	5	2			
Grand Total *				**200**	**59**

* The total number does not match with the total number of pre-qualified contractors, because a company may be pre-qualified under multiple licenses, generating duplicated records.

PRE-QUALIFICATION PROCESS ACTIVITY

	2024-2025	3/12/2026	5/14/2026	Fiscal Year To Date
Approved Certification Applications	14	1	3	9
Approved Re-Certification Applications	235	14	31	189
Approved Request to Increase Limits	6	0	2	7
Total Approved	**255**	**15**	**36**	**205**
Applications Recommended to Not Certify/Re-Certify	0	0	0	0
Total Applications Processed	**255**	**15**	**36**	**205**
Revoked Contractors (No response of Renewal Notice wihtin 30 Days)	**18**	**12**	**1**	**32**

PRE-QUALIFIED E/S/M/WBE CONTRACTORS

Companies by Ethnicity/Gender

	Female	Male	Total	
African American	1	13	14	24%
Asian American	0	0	0	0%
Hispanic American	7	17	24	41%
White American	9	12	21	36%
Grand Total	**17**	**42**	**59**	
%	29%	71%		

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Environmental Health & Safety Department

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

TITLE:

Variety Children's Hospital DBA Nicklaus Children's Hospital

REQUESTED ACTION:

Approve the agreement between The School Board of Broward County, Florida (SBBC), and Variety Children's Hospital DBA Nicklaus Children's Hospital for schools to obtain Heart Safe School Certification in compliance with 1003.457 F.S. to develop a plan for urgent life-saving emergencies (PULSE). District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

No Financial Impact

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jun 9,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Variety Children's Hospital DBA Nicklaus Children's Hospital

Board Meeting Date: June 9, 2026

Requested Action: Approve the agreement between The School Board of Broward County, Florida (SBBC), and Variety Children's Hospital DBA Nicklaus Children's Hospital for schools to obtain Heart Safe School Certification in compliance with 1003.457 F.S. to develop a plan for urgent life-saving emergencies (PULSE).

General Information

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

District-zone Impact/Board Member:	District-Wide
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Florida Statute 1003.457.
If the School Board votes "Yes"	• District schools will be provided necessary tools and guidance to develop a plan for urgent life-saving emergencies (PULSE) in compliance with Florida Statute and become Heart Safe School Certified.
If the School Board votes "No"	• District schools will be out of compliance with Florida Statute which exposes the District to state findings, mandatory corrective actions, reputational harm, and significant liability risk in the event of a cardiac emergency.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Continued District Compliance with local, state and US Environmental Protection Agency (USEPA) regulations resulting in a clean, safe and healthy space for students and staff.

Background/History
Effective July 1, 2025, HB 1607 (enacted as Chapter 2025-67) established new statewide expectations for cardiac emergency preparedness in public schools, including creation of a school-level Plan for Urgent Life-Saving Emergencies (PULSE). The new statute F.S. 1003.457 requires each public school to develop a PULSE plan grounded in evidence-based core elements (explicitly referencing American Heart Association recommendations) and coordinating that plan with local emergency service providers.

Project ADAM (Automated Defibrillators in Adam's Memory) is a national school-focused sudden cardiac arrest preparedness model that began in 1999 after the death of 17-year-old Adam Lemel, emphasizing recognition, CPR, and rapid defibrillation as the critical links in survival. In South Florida, Nicklaus Children's Hospital—through its Heart Institute—serves as the region's Project Adam affiliate and provides schools and community sites structured support to become "Heart Safe," including CPR/AED training, response-plan development, and practice drills designed to improve rapid on-site communication and coordination with local emergency services. Note that this specific plan or training does not replace CPR/AED/First Aid Certification required by SBBC Policy 5303 – First Aid.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	June 9, 2026 through June 8, 2029.
Multi-Year Agreement:	Yes, this agreement includes a three (3) year initial period with two (2) one (1) year renewal extensions.
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:

1. There is no financial impact for this Agreement.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
6/9/2026 – 6/8/2029	**36 months**	$0.00

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY 26	**1 month**	**Not Applicable**	**$0.00**	N/A

Future Fiscal Year Budget Authority

FY 27	**12 month**	**Not Applicable**	**$0.00**	N/A
FY 28	**12 month**	**Not Applicable**	**$0.00**	N/A
FY 29	**11 month**	**Not Applicable**	**$0.00**	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Increasing preparedness for sudden cardiac arrest and other life-threatening medical emergencies, school staff will be equipped with coordinated response skills—including early recognition, CPR, AED use, and practiced emergency communication.
School Selection /Prioritization	Participation is required by all schools across the District with the goal of all schools being Heart Safe Certified within two (2) years. Initial communication including transmittal of preparatory forms and descriptive video will be submitted to all schools following agreement approval and into early SY 2026/2027. Upon completion, schools will be directed to coordinate their drill and finalize their Heart Safe Certification directly with the vendor.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A - Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

VARIETY CHILDREN'S HOSPITAL
a Florida not-for-profit corporation, d/b/a
NICKLAUS CHILDREN'S HOSPITAL
(hereinafter referred to as "NCH"),
whose principal place of business is
3100 Southwest 62nd Avenue, Miami, FL 33155

Each a "party" and collectively, the "parties"

WHEREAS, Florida Statutes Section 1003.457 (Cardiac emergences and automated external defibrillators on school grounds), requires that each public school develop a plan for urgent life-saving emergencies ("PULSE") that addresses the appropriate use of school personnel to respond to incidents involving an individual experiencing sudden cardiac arrest or a similar life-threatening emergency on school grounds; and

WHEREAS, pursuant to Section 1003.457, Florida Statutes, PULSE must integrate evidence-based core elements and consider those elements recommended by the American Heart Association for schools responding to cardiac emergencies; and

WHEREAS, pursuant to Section 1003.457, Florida Statutes, school officials shall work directly with local emergency service providers to integrate the PULSE into the community's emergency responder protocols; and

WHEREAS, pursuant to Section 1003.457, Florida Statutes, no later than **July 1, 2027**, each public school, including charter schools, must have at least one operational automated external defibrillator on school grounds, that is available in a clearly marked publicized location that is registered with a local emergency medical services medical director; and

WHERAS, pursuant to Section 1003.457, Florida Statutes, appropriate school staff must be trained in first aid, cardiopulmonary resuscitation, and Automated External Defibrillator ("AED") use; and

WHEREAS, Project ADAM® offers a Heart Safe School Program that supports effective cardiac emergency preparedness and helps prevent sudden cardiac death in the school setting; and

WHEREAS, NCH is a Project ADAM® Affiliate, providing expertise, resources, and training to schools to help them establish a Cardiac Emergency Response Plan ("CERP") as developed by the American Heart Association and achieve a "Heart Safe" designation; and

WHEREAS, the Project ADAM® Cardiac Emergency Response Team ("CERT") does not replace Emergency Medical Services (EMS); rather, it acts as the immediate, on-site, pre-hospital link in the chain of survival. CERT members provide immediate CPR and AED use within the first three (3) minutes of cardiac arrest and are trained to immediately call 911 and facilitate a, smooth, rapid handoff to EMS upon arrival.

WHEREAS, NCH can assist SBBC schools in obtaining a "Heart Safe" designation through the Project ADAM® Heart Safe School Program; and

WHEREAS, the parties mutually desire that NCH assist SBBC in achieving a "Heart Safe" designation through the Project ADAM® Heart Safe School Program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on March 31, 2029, unless terminated earlier pursuant to Section 3.5 (Termination) of this Agreement, and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, it may be extended for two (2) additional one-year periods. There shall be no automatic extensions or renewals of this Agreement

2.2 **Party References**. Any references in the "South Florida Project ADAM® Saves Lives" packet, attached hereto and incorporated into this Agreement as **Exhibit A**, to "Nicklaus Children's Hospital Project ADAM team" shall mean NCH.

2.3 **Scope of Services**. For the duration of this Agreement both parties commit to fulfilling their respective obligations as defined in **Exhibit A** and the scope of services outlined in **Tables 1, 2, and 3** below.

Table 1: Project ADAM® Pre-drill Workflow[1]

Task	Description
SBBC designates a single point of contact ("SBBC Designee") at the District-level	To ensure consistent communication, efficient distribution of resources, and dissemination of training information to appropriate school administrators.
SBBC's Designee shall engage the assistance of NCH's Project ADAM® Coordinator	NCH's Project ADAM® Coordinator assists SBBC throughout the entire "Heart Safe" designation achievement process.
Team Lead (School Principal) shares background of CERP with all staff	Watch "all staff awareness" video.
Team Lead (School Principal) identifies the Cardiac Emergency Response Team (CERT) members[2]	Select five (5) people or at least ten percent (10%) of staff based on school size and availability of SBBC "SAFE Team members". In recognition of periodic absences and overall staff turnover, a robust team of individuals trained to be part of the CERT is essential to ensure uninterrupted response activities. CERT members should be able to step away from their tasks to assist when CERP is activated. A list of CERT Members should be maintained onsite in a readily accessible area.
CERT watches practice drill training video	Familiarize CERT with the drill process.
CERT determines "code name"	This name will be used only for possible cardiac emergencies to alert the CERT.
CERT establishes communication system	Ensure efficient and reliable communication (e.g., 2-way radios).
Practice drills utilizing Drill Checklist	Team Lead and CERT conduct practice drills utilizing the Drill Checklist to be sure they are prepared for the NCH's Project ADAM reviewed CERP drill.

[1] Approximately one (1) hour of faculty time.

[2] Teachers or staff whose presence is mandatory in classrooms shall not be CERT members at any time. NCH shall not create any CERT or establish membership thereof for any SBBC school.

Coordinate drill and evaluation	NCH's Project ADAM® Coordinator plans and organizes the drill with the designated Team Leader (School Principal).
Develop communication plan with EMS	NCH's Project ADAM® Coordinator and Team Lead coordinate with EMS for emergencies (if school has a police officer radio system communicates direct to 911 services). Provide a copy of the CERP to local police and fire departments and local Emergency Medical Services (EMS) as appropriate.
CPR/AED training and familiarity	NCH's Project ADAM® Trainer ensure all team members are trained in CPR/AED skills. Minimum skill of compressions only (CPR certification is not a requirement)

Table 2: Project ADAM® Day-of-Drill Workflow

Task	Description
Project ADAM® Trainer meets with CERT for overview and to address any questions	Ensure the CERT is prepared for the drill. Clarify any doubts or questions before the drill and provide a quick summary of the necessary skills that need to be performed and demonstrated.
Identify the "Finder"	The Team Lead (School Principal) identifies the "Finder". The Finder accompanies the Project ADAM® Trainer to identify the cardiac arrest victim. The Finder then alerts the CERT of a victim who is nonresponsive.
Discuss AED exchange with Project ADAM® AED Trainer	Temporarily swap the school AED with Project ADAM® training AED.
"Finder" begins compressions only	The Finder is not typically a CERT member; and delivers compressions only until the CERT arrives.[3]
Present drill checklist to CERT	The drill checklist will be used during the actual CERP drill, is attached hereto, and incorporated into the Agreement as **Exhibit B**.

[3] In a true cardiac emergency, CERT members provide immediate CPR and AED use within the first three (3) minutes of cardiac arrest until EMS arrives and takes over life-saving efforts.

CERT performs drill	Execute the drill: CERT response communication, compressions/respirations, cutting the shirt, AED use, and delivering the first shock in under three (3) minutes are the goal. Continue CPR and AED commands for maximum of ten (10) minutes to reinforce the practice skills with multiple members on the team.
Total drill length	The total drill should run approximately five (5) to ten (10) minutes since this is about the time that it takes for EMS to arrive to an emergency scene.
Project ADAM® Trainer debriefs school post-drill	Review strengths and weaknesses from the drill. Share the documented response, CPR, and shock times.
Project ADAM® Trainer checks and reviews the school's AED	Demonstrate how the school's AED works. AEDs can work differently.
Award Heart Safe School recognition	Provide Heart Safe School recognition if the drill is successful. If the drill us unsuccessful and the school does not pass, NCH will coordinate a follow-up drill with the school providing enough time for the school to practice for the follow-up drill.
Complete exit survey	NCH collect's feedback from the Team Leader (School Principal) via RedCap.

Table 3: Long-term Sustainability and Practice Drills[4]

Task	Description
Annual practice drill	Team Lead (School Principal) shall conduct at least one (1) onsite practice drill annually and send drill sheet to Project ADAM® Coordinator and SBBC Designee.
AED checks	SBBC's Environmental Health & Safety Department ("EH&S"), shall perform bi-monthly checks of AED operation and pads, with supporting documentation.

[4] Each practice drill takes approximately ten (10) minutes.

	All SBBC schools have access to a functioning back-up AED on site or loaner AED from EH&S, for any AED which may be out-of-service for maintenance or other issues. EH&S tracks the location, maintenance logs, and supplies for SBBC AEDs, such as pads and batteries, District-wide.
Re-designation every two (2) years	Each SBBC school may provide proof of annual drill [in-person or using the drill sheet (**Exhibit B**)].
In-person revisit by Project ADAM® Trainer	In-person revisit is needed if: 1. School did not complete two (2) drills over the previous two (2) years during the Agreement term. 2. There are more than three (3) new CERT members. 3. There is a new Team Lead (School Principal) 4. Requested by the school.

2.4 **Cost**. All services provided under this Agreement, including enhancements, deliverables, and support, shall be provided to SBBC at no cost. NCH shall not invoice SBBC, and SBBC shall have no obligation to pay or reimburse NCH for any fees, expenses, or costs, including any third-party, pass-through, or incidental costs incurred in connection with this Agreement.

2.5 **Inspection of NCH's Records by SBBC**. NCH shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of NCH's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to NCH's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to NCH pursuant to this Agreement. SBBC's agent or its authorized representative shall provide NCH with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the NCH's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. NCH shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.6 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written

notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Environmental Health & Safety The School Board of Broward County, Florida 4200 NW 10th Avenue Oakland Park, FL 33309
To NCH:	Variety Children's Hospital d/b/a Nicklaus Children's Hospital 3100 Southwest 62nd Ave, Miami, FL 33155

2.7 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.8 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of NCH, NCH hereby attests under penalty of perjury that NCH does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of NCH declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with NCH's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.9 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by NCH that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. NCH further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. NCH acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. NCH further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if NCH (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if NCH is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.10 **Background Screening.** NCH shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of NCH's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of NCH or its personnel providing any services under this Agreement. NCH shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to NCH and its personnel. The parties agree that the failure of NCH to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit NCH to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. NCH agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from NCH's failure to comply with the re-

quirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Proprietary Information**.

2.12.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.12.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt,

SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.13 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.13.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.13.2 By NCH. NCH agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by NCH, its agents, servants, or employees; the equipment of NCH, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NCH or the negligence of NCH's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by NCH, SBBC, or otherwise.

2.14 **Insurance Requirements**. NCH shall comply with the following insurance requirements throughout the term of this Agreement:

2.14.1 General Liability. NCH shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage;

$1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.14.2 Professional Liability/Errors & Omissions. NCH shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.14.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, NCH shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.14.4 Auto Liability. NCH shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If NCH does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by NCH must be furnished to SBBC stating the following: "Variety Children's Hospital d/b/a Nicklaus Children's Hospital does not own any vehicles. If Variety Children's Hospital d/b/a Nicklaus Children's Hospital acquires any vehicles during the term of the Agreement, Variety Children's Hospital d/b/a Nicklaus Children's Hospital agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.14.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.14.6 Verification of Coverage. Proof of the required insurance must be furnished by NCH to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit NCH sufficient time to remedy any deficiencies. NCH must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.14.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.14.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.14.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.14.7.3 Certificate Holder: The School Board of Broward County, Florida, Risk Management Department, 11th Floor, Fort Lauderdale, Florida 33301.

2.14.8 Cancellation of Insurance. NCH is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.14.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.15 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.17 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.18 **Incorporation by Reference**. **Exhibits A and B** attached hereto is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.01 15:08:47 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR NCH:

(Corporate Seal)

VARIETY CHILDREN'S HOSPITAL d/b/a
NICKLAUS CHILDREN'S HOSPITAL

Signature: _____

Corporate Secretary Signature

Print Name: Janel Grover

Title: VP Clinical Institutes

-OR-

Date: 5/1/2026

_____
Witness Signature

Melissa Marquez
Print Name

_____
Witness Signature

Emilian Liendo
Print Name

[THIS SPACE IS INTENTIONALLY BLANK; EXHIBITS FOLLOW]

SOUTH FLORIDA
Project ADAM®
SAVES LIVES

Becoming a heart safe facility!

EXHIBIT A

Nicklaus Children's Hospital
Heart Institute

Thank you for your interest in becoming a heart safe facility!

All the steps and information you need to get started are included in this packet.

- Steps to become a heart safe facility
- Medical Emergency Response Team & Responsibilities
- Project ADAM drill checklist

As the Project ADAM Coordinator, I am here to help you throughout the whole process. If you have any questions or concerns before or after your scheduled drill day, feel free to contact me at: projectadam@nicklaushealth.org

Thank you for keeping the safety of the students and staff as the #1 priority.

Sincerely,

Jennifer Ayala
Project ADAM South FL, Coordinator

EXHIBIT A

SOUTH FLORIDA
Project ADAM®
SAVES LIVES

Become a Heart Safe School in 6 easy steps:

Step 1: Submit REDCap survey: https://redcap.nicklaushealth.org/surveys/?s=E7D3RDTL8N34LMYC"

QR Code to our survey to see how we can help your school.

Step 2: All staff awareness video. **(Send to all staff, anyone can be a witness)** ** discuss what your form of communication will be amongst the team** (ex: walkies, cellphone, speakers)
https://www.youtube.com/watch?v=6P58vSdUx0o&t=44s

Step 3: Team lead: Identify the cardiac emergency response team to share the Drill video and checklist https://youtu.be/Hlgv5jhjSXQ Practice drill with your team prior to scheduled drill.
****NOTE**** **Finder starts hands only CPR as soon as they call the team.** HANDS ONLY CPR can be done by anyone. No license needed. https://youtu.be/6eRwgM2Pa4o
How does an AED work: https://youtu.be/FSiDT5P0Zll?si=3HuOi1z8LZ63n6WM

Step 4: Day of drill set aside 30 min. Team leader responsible to prepare the staff so that all are available for our arrival for drill. Minimize any interruptions so that drill can be the main focus. Our team will arrive with EMS to go over all that was seen during the drill, and we will have a debriefing after to discuss any questions or concerns.

Step 5: If the team passes drill, you are now identified as a Heart Safe School and will be receiving your certificate as well as a banner. If the team did not pass drill, no worries, we will reschedule a follow up giving team enough time to practice and be prepared for a follow up visit.

Step 6: Submit Exit Survey (To be submitted AFTER the in-person drill)
Thank you for being part of our Project ADAM drill today. We would greatly appreciate it if you could fill out a short survey that can help us better serve the community.
You can access survey in 2 ways:
1. By going to https://redcap.nicklaushealth.org/surveys/?s=HMNX8EJ3NFX9WL8R
2. Scanning the QR code on your phone and filling out survey.

Any questions feel free to email: projectadam@nicklaushealth.org

EXHIBIT A

EXHIBIT A

What you need to know

Team lead, please fill out the REDCap survey so that we know what the school already has in place.

Building your team:

Who should be part of your team? We recommend having between 6-10, depending on the size of your school. The more the better in case some are out, and you have back up. Staff that is NOT tied to a classroom. A cardiac arrest can happen at any time and teachers cannot leave their students unattended to run to attend a code without any delays.

- Administration
- Office staff
- Cafeteria workers
- Security
- Custodians
- Media specialist
- Counselors
- PE coaches
- Athletic trainers
- School Resource Officer

Once you have created your team please sit together and watch the videos in step 2 and step 3 attached.

Discuss roles each team member will have keeping in mind that roles can change at any time depending on the emergency.

- How many AEDs does your school have?
- Where are the AEDs located?
- Who will bring the AEDs to the location?
- Who will wait for EMS?
- If your school has an SRO, they should be the one calling 911. If they do not have an SRO,who will call 911?

Once you know the date of your in-person drill. Make sure to do a few drills with your team to prepare for when the Nicklaus Children's Hospital Project ADAM team arrives. Please be aware that we will be expecting more than 1 AED to show up during the emergency drill. Project ADAM team will discuss why this is IMPORTANT!

- Use attached to check your times while you practice

EXHIBIT A

EXHIBIT A

Day of drill
What to expect

Project ADAM team will arrive and meet with the team to see if anyone has any questions or concerns before the drill. Once all has been answered we will need 1 member from the team to be the "finder".
The "finder" will go with the team around the school to find a location to put the mannequin. The mannequin will be wearing a shirt. Once the location has been chosen the finder will check if the victim is OK, will check for pulse and for breathing. Not responding, no pulse and no breath sounds, activate your cardiac emergency response team (via the communication system that works best for your school). As soon as the finder has alerted the team that there is a code blue in the said location the finder will start doing chest compressions ONLY. Thats where the drill begins, and we will wait to see how the team responds. Once the first real AED arrives to the location we will switch it with our AED trainer, scissors and a mask (cut and rip the shirt) attach the pads and shock within 3 minutes.

- How the team responds
- How long does the AED/s take to get to the scene
- If the team switches compressors
- There should always be 2 people ready for compressions
- The team member who is in the "breather" role will not rotate from this position.
- MOST IMPORTANT: drop to shock in less than 3 minutes

The drill will take about 6-7 minutes and once EMS has arrived and we end the drill we will debrief and go over a lot of useful information and feedback.

Successful drill = PASS

- You will receive a certificate and a banner to showcase your school as a heart safe facility for 2 years.

Unsuccessful drill = schedule a revisit

EXHIBIT A

SOUTH FLORIDA Project ADAM® SAVES LIVES

AED Drill Checklist

Date/Time: _____ School: _____ Classroom/Teacher: _____

TIMING	3 points	2 points	1 point
1. Determine unresponsiveness	0 – 15 sec	16 - 30 sec	31 – 45 sec
2. Office called	<20 sec	< 45 sec	< 60 sec
3. E-Team called	< 30 sec	< 60 sec	> 60 sec
4. EMS: 911 called	< 60 sec	< 90 sec	> 90 sec
5. E-Teams arrives	< 60 sec	< 2 min	> 2 min
6. ABCs checked	< 60 sec	< 2 min	> 2 min
7. CPR, if indicated	< 75 sec	< 90 sec	> 90 sec
8. AED initiated	< 2 min	<3 min	> 3 min
9. First defibrillation	< 3 min	<4 min	> 4 min
BONUS for meeting the <3 minute "drop to shock" goal	< 3 min		
TOTAL: 27 possible (30 w/ Bonus)			

RESPONSE STANDARD	2 points	0 points
Proper body mechanics re: CPR	YES	NO
Infection control standards: use of PPE	YES	NO
AED Pad Placement	YES	NO
Compression/Recoil depth (2 inches/adult or 1.5/child)	YES	NO
Rescuers switch w/each set of compressions to stay fresh	YES	NO
Office obtained needed information for EMS call	YES	NO
Did someone go to meet/direct EMS	YES	NO
Crowd control took place	YES	NO
EMS collaboration with drill	YES	NO
EMS actually present and 9-1-1 called (w/prior notification of drill)	YES	NO
TOTAL: 20 possible		

Total points awarded for AED Drill: (50 possible): _____

Point System:

Superior		41-50
Excellent	(>94%)	38-40
Good	(>80%)	31-37
Needs improvement	(<79%)	<30 (Building should have a repeat E-Team/AED Drill within 3 months)

General comments and suggestions:

What did we do right? What was easy to remember to do?

_____

_____

Equipment issues: _____

Communication concern: (with office) _____

Suggestions of improvement:

What could we do better? If needed, discuss with staff how the time from delivery of the AED to delivery of first shock may be made quicker. What was hard to remember?

EXHIBIT B

SOUTH FLORIDA
Project ADAM®
SAVES LIVES

_____

_____

E-Team/AED Drill Performers/Attendees:

1_____ 2_____ 3 _____

4_____ 5_____ 6_____

7 _____ 8 _____ 9 _____

GOAL: Drop to shock in < 3 minutes!

Source: Kimberly, Wi schools. Rev: 1/4/2017

EXHIBIT B

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

FY23-079 – Broward County, Florida, NatureScape Program
ADDED

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County, Florida, for a term that commences on July 1, 2026, and concludes on June 30, 2027, with the budget authority in the amount of $281,496. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment will be executed after School Board approval.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Second Amendment

FINANCIAL IMPACT:

$261,496 for continuation of the program. The funding is included within the Capital Budget and Special Revenue-Other Title IV Grant.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 3: Science Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

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

EXECUTIVE SUMMARY

FY23-079 – Broward County, Florida, NatureScape Program

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County, Florida, for a term that commences on July 1, 2026, and concludes on June 30, 2027, with the budget authority in the amount of $281,496.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC will continue to work in partnership with Broward County, Florida, in support of sustainable water conservation and environmental protection practices, providing for the implementation of a Green Schools Recognition Program that acknowledges and rewards schools and teachers for participating in and implementing environmentally sustainable measures and green initiatives.
If the School Board votes "No"	• SBBC will lose a valuable partnership with needed expertise in support of sustainable water conservation and environmental protection practices, providing for the implementation of a Green Schools Recognition Program that acknowledges and rewards schools and teachers for participating in and implementing environmentally sustainable measures and green initiatives.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 3: Science Proficiency • Guardrail 2: Equity • Guardrail: School Support
Measurable Outcome(s)/Return on Investment	• By June 30, 2027, SBBC, through the continuation of the NatureScape partnership, will have increased environmental sustainability, including the protection and conservation of water and energy, and landscape and habitat improvements to SBBC facilities.

Background/History
For the past 16 years, SBBC, working in partnership with Broward County's NatureScape Program within Environmental Planning and Community Resilience Division (EPCRD), has made substantial progress in implementing measures that promote greater environmental sustainability, including the protection and conservation of water resources and landscape and habitat improvements to SBBC facilities. The NatureScape Program has actively engaged the student population, teachers, and staff by instilling values associated with environmental stewardship and sustainability through classroom lessons, outdoor learning opportunities, training, and implementation of best management practices.

In addition, the programs supported by the NatureScape agreement provide engaging, real-world experiences for Broward County students while reinforcing core content skills and creating an awareness of emerging careers in the conservation of the environment.

Environmental Stewardship and Conservation Policy 4210 require environmental stewardship as "an economic, environmental, and social priority to be taught, practiced and implemented throughout the District." As in the District's Student Progression Plan (Policy 4000), "the concepts and practices of environmental stewardship are embedded into the current character traits and should be reinforced throughout the Character Education curriculum."

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The Original Agreement is from July 1, 2022, through June 30, 2025, with a First Amendment renewal for July 1, 2025, through June 30, 2026, and a Second Amendment Renewal period from July 1, 2026, through June 30, 2027.
Multi-Year Agreement:	No additional cost savings or operational efficiencies identified.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to School Board Policy 3800, Section III. D, and Section 6A-1.012(11)(b), Florida Administrative Code (F.A.C.), competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority *This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.*		
Budget Impact Summary Statement: 1. The financial impact is $261,496 for continuation of the program. 2. The funding is included within the Capital Budget and Special Revenue-Other Title IV Grant.		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/1/2026 – 6/30/2027	12 months	$281,496
Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*		

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY27	12 months	Capital Budget ($150,000) and Title IV Grant funds ($131,496)	$281,496

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Continues the Broward County NatureScape partnership, provide schools with access to environmental stewardship programming, including classroom lessons, outdoor learning opportunities, staff training, best management practices, and participation in the Green Schools Recognition Program. No direct financial impact to schools.
School Selection /Prioritization	All schools will have access.
Community/ Stakeholder Engagement	Not Applicable

End-User Input	School-based administrators, teachers, and students participate in NatureScape-supported activities, with feedback gathered as part of program implementation, training, and recognition activities.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable; this agenda item does not include the purchase of technology or capital assets that require a lifecycle/replacement cycle.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Second Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 12, 2026
Previous Bid # (Ex: 10-004R):	FY23-079	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$281,496	**Bid Title:**	Broward County NatureScape Program
Previous Award Total:	$1,327,840		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/19/2022	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	46

SPEND REPORTING	
Purchase Order(s) Spend:	$1,015,868
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,015,868**
Average Monthly Expenditure:	$22,084
Unused Authorized Spending:	**$311,972**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
106208-BROWARD COUNTY BOARD OF COUNTY COMM	N/A		$ 1,015,868
	PO VENDOR SPEND:		**$ 1,015,868**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,015,868**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2770098160	**Name** (First & Last)	Donna Haynes
Fund	1000	**Title**	Director, Acting
Functional Area	6301792300000000	**Department/School Name**	Applied Learning
Commitment Item	56820000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/25/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR NATURESCAPE AND AIR QUALITY PROGRAMS IN SUPPORT OF ENVIRONMENTAL STEWARDSHIP WITHIN THE SCHOOL BOARD OF BROWARD COUNTY

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") The School Board of Broward County, Florida a political subdivision of the State of Florida ("SBBC") (collectively referred to as the "Parties").

RECITALS

A. The purpose of this Agreement is to implement certain terms of the partnership between the County and SBBC, as described herein and in the Exhibit hereto.

B. The Parties desire for this Agreement to integrate the NatureScape program and an air quality program that both support environmental stewardship and best practices.

C. A high quality and adequate water supply is key to the current and continued support of urban and natural systems in Broward County.

D. The South Florida Water Management District encourages local governments and water utilities to provide water conservation-related educational programs, which instill a year-round water conservation ethic.

E. The County-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by effectively and efficiently managing water to make our water resources sustainable for meeting future supply needs.

F. A significant percentage of water consumption in Broward County is due to outdoor irrigation, and landscape runoff associated with over-irrigation, and poorly maintained irrigation systems have been identified as primary sources of surface water pollution.

G. The County and SBBC previously committed to a partnership in support of sustainable water conservation and environmental protection practices, including the NatureScape Broward principles.

H. This Agreement provides for the implementation of a Green Schools Recognition Program that acknowledges and rewards schools and teachers for participating and implementing environmentally sustainable measures and green initiatives; and provides an agreement period of up to five (5) years that focuses on supporting water conservation and environmental protection practices.

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

ARTICLE 1. DEFINITIONS

1.1 **Board.** The Board of County Commissioners of Broward County, Florida.

1.2 **Contract Administrator.** The Director of the Natural Resources Division.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Services.** All work required by the Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 2 and **Exhibit A** ("Scope of Services").

ARTICLE 2. SCOPE OF SERVICES

2.1 The Parties shall perform all work identified in this Agreement including without limitation the Scope of Services described in Exhibit A. The Scope of Services stated in this Agreement is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by the Parties impractical, illogical, or unconscionable. The Parties shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.

2.2 The Parties acknowledge that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on July 19, 2022, ("Effective Date") and shall end on June 30, 2025, ("Initial Term"). The Parties may elect to renew this Agreement for two (2) additional one (1) year terms under the terms and conditions set forth herein by mutual written agreement in writing executed by SBBC and the County or its designee. The continuation of this Agreement beyond the end of any fiscal year of the Parties is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed to by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than June 30, 2025, extendable for two (2) additional one (1) year terms as provided for in Section 3.1, above. In the event the Initial Term is renewed pursuant to Section 3.1 above, the responsibilities of the Parties shall be completed no later than the last day of such renewal period(s). Time is of

the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

4.1 For all goods and services provided under this Agreement and **Exhibit A**, SBBC will pay County up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Initial Term – July 19, 2022 through June 30, 2023	$62,526.00 quarterly $250,104.00 term total
Initial Term - July 1, 2023 through June 30, 2024	$64,402.00 quarterly $257,608.00 term total
Initial Term - July 1, 2024 through June 30, 2025	$66,334.00 quarterly ($265,336.00 term total)
1st Renewal Term - July 1, 2025 through June 30, 2026	$68,324.00 quarterly ($273,296.00 term total)
2nd Renewal Term - July 1, 2026 through June 30, 2027	$70,374.00 quarterly ($281,496.00 term total)
Total Services	**$1,327,840.00**

4.2 Payment shall be made only for work actually performed, completed, and invoiced pursuant to this Agreement. This amount shall be accepted by County as full compensation for all such work. County acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon SBBC's obligation to compensate County for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Parties' obligation to perform all items of work required under this Agreement. Additionally, under this Agreement, all County Air Quality Program related goods and services will be provided as County Match, with an estimated value of One Hundred Seventy-Six Thousand, Five Hundred Twenty-Five Dollars and 00/100 Cents ($176,525.00), annually.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and each shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6. INSURANCE

County and SBBC are entities subject to Section 768.28, Florida Statutes, and shall furnish each other with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) calendar days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by either of the Parties. Termination for convenience by the Board on behalf of County or termination for convenience by SBBC shall be effective on the termination date stated in written notice provided to the other Parties, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by either Party, County shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. The Parties acknowledge that each have received good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, for the right to terminate this Agreement for convenience.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

8.1 No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.2 By execution of this Agreement, the Parties each represent that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. The Parties hereby materially rely on such representations in entering into this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the joint property of County and SBBC, and, if a copyright is claimed, County grants to SBBC a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by County, whether finished or unfinished, shall be the joint property of County and SBBC.

9.2 Public Records. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

9.2.1 Keep and maintain public records required were SBBC performing the services under this Agreement;

9.2.2 Upon request from SBBC, provide SBBC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to SBBC; and

9.2.4 Upon completion of this Agreement, maintain at County, at no cost to SBBC, all public records in possession of County upon termination of this Agreement or keep and maintain public records required were SBBC performing the service. If County transfers the records to SBBC, County shall destroy any duplicate public records that are exempt or confidential and exempt. If the County keeps and maintains public records upon completion of this Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC upon request in a format that is compatible with the information technology systems of County.

9.3 A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests.

IF SBBC HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROL WILSCHKE, AT

CWILSCHKE@BROWARD.ORG, (954) 519-1270, OR 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301.

9.4 Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon representations supplied to SBBC by County, and County certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.5 Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, each Party shall have the right to immediately terminate this Agreement and be paid for all services delivered through the date of termination.

9.6 Independent Contractor. County and SBBC are each an independent contractor under this Agreement. In providing Services under this Agreement, neither Party nor their agents shall act as officers, employees, or agents of the other Party. County and SBBC shall not have the right to bind the other Party to any obligation not expressly undertaken under this Agreement.

9.7 Third Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third-party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a right or claim against any Party based upon this Agreement.

9.8 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:
Broward County Natural Resources Division
Attn: Monica K. Pognon, Assistant Director
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: mpognon@broward.org

SBBC:
Susan Cantrick, Director, Applied Learning Department
The School Board of Broward County, Florida
600 S. E. Third Ave.
Fort Lauderdale, FL 33301
Email address: susan.cantrick@browardschools.com

9.9 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the other Party. If any Party violates this provision, each Party shall have the right to immediately terminate this Agreement. County represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. County agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.11 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the duties, responsibilities, and obligations pursuant to this Agreement.

9.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either Party.

9.14 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein,"

"hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or Exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

9.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.19 Payable Interest

9.19.1 Payment of Interest. The Parties waive, reject, disclaim and surrender any and all entitlement each has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest if such application would be contrary to applicable law.

9.19.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by any Party under this Agreement, whether as prejudgment interest or

for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.20 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibit is incorporated into and made a part of this Agreement.

9.21 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

9.22 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.23 Use of County Logo. SBBC shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.24 Contract Personnel Screening. County agrees to comply with all requirements of Sections 1012.32 and 1012.465, 1012.467, and 1012.468, Florida Statutes, and that County and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all County's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of County or its personnel providing any services under this Agreement. County will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to County and its personnel. The Parties agree that the failure of County to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause with no opportunity required to permit the County to cure such default and no further responsibilities or duties to perform under this Agreement.

9.25 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, epidemics, pandemic, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the

extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

9.26 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

(Remainder of page intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14th day of June, 2022, and SBBC, signing by and through its Chair, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

18th day of August, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Deanna Kalil Digitally signed by Deanna Kalil Date: 2022.08.11 17:02:58 -04'00' _____
Deanna Kalil (Date)
Assistant County Attorney

By MAITE AZCOITIA Digitally signed by MAITE AZCOITIA Date: 2022.08.15 09:50:53 -04'00' _____
Maite Azcoitia (Date)
Deputy County Attorney

DK/gmb
School Board Partnership Agreement.docx
08/04/22
iManage file #60057-0000

AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR NATURESCAPE AND AIR QUALITY PROGRAMS IN SUPPORT OF ENVIRONMENTAL STEWARDSHIP WITHIN THE SCHOOL BOARD OF BROWARD COUNTY

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Attest:

Dr. Vickie L. Cartwright,
Superintendent of Schools

By _____
Laurie Rich Levinson, Chair

19th day of July, 2022

Approved as to form and legal content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2022.07.07 08:05:41 -04'00'

By _____
Office of the General Counsel

Note: Broward County - NatureScape and Air Quality Program (2)

_____day of _____, 20_____

Exhibit A
Scope of Services

Broward County's NatureScape and Air Quality Programs
in support of
Environmental Stewardship within The School Board of Broward County, Florida

1.0 OVERVIEW

This scope of work for a fourth agreement period up to five (5) years between The School Board of Broward County, Florida ("SBBC") and Broward County ("County"), on behalf of its Natural Resource Division's (NRD NatureScape and Air Quality Programs. It builds upon the efforts and achievements to date. This new 5-year agreement focuses on continued implementation of the following tasks:

- Environmental school recognition and corresponding school certifications
- Supplemental curriculum, materials, and tools
- NatureScape classroom presentations and teacher trainings
- Youth Climate Summit
- Training for custodial staff, facilities managers, and support personnel
- Water Matters Day partnership
- Irrigation Systems, Water Evaluations, and Air Quality Monitoring
- Coordination, Administration, Research, and submission of potential funding and grant opportunities to support the projects/tasks.

The overall effort will be guided by the SBBC's Applied Learning, Environmental Health and Safety, Physical Plant Operations, and the NRD's program team of 2.5 FTEs, supported by additional County technical resources as determined by County to be beneficial to the overall goals of the Partnership.

2.0 SCOPE OF WORK

The following tasks comprise this new Agreement between SBBC and the County:

Task 1 **Environmental Recognition/School Certifications**

The primary goals of this task are to: a) work with schools to achieve recognition for various environmental initiatives and achievements, b) to maintain certifications, as required, through various programs such as Florida Green School designation, Green Apple designation, National Wildlife Federation's Schoolyard Wildlife Habitat certification and Eco-Schools USA programs, and c) promote student and school environmental advocacy.

The P_3 Eco-Challenge Program is designed to recognize and reward schools, teachers, students, and school staff for participating/implementing environmental measures and green initiatives within their schools. While the P_3 Eco-Challenge Awards program will remain the primary opportunity to recognize environmental stewardship achievements amongst peers, other recognition programs such as the County's Emerald Awards program, will also be considered.

NRD staff will:

- Work with SBBC to ensure that certification is maintained for the School Board of Broward County as a Schoolyard Wildlife Habitat by the National Wildlife Federation.
- Work with SBBC to ensure the continued certification of schools into the Eco-Schools USA program.
- Work with schools and SBBC staff to maintain certification and evaluate school facilities, programs, and provide recommendations for achieving various certifications/recognition as appropriate.
- Work with schools and teachers to increase the amount of native and drought-tolerant landscaping at school facilities, which can serve as a starting point for many schools in achieving recognition.
- Through grant opportunities, offer plant materials for new landscaping and landscaping renovations; planted and maintained in accordance with sound NatureScape landscaping principles.

- Coordinate fundraising and awards package for the P_3 Eco-Challenge Awards program.
- Review and give feedback on the rubric/application for the P_3 Eco-Challenge Awards program.
- Solicit and support schools in completing the application for the P_3 Eco-Challenge Awards program.
- Review submissions for the P_3 Eco-Challenge.
- Secure the venue and host the annual ceremony for the P_3 Eco-Challenge Awards program.

Task 2 **Supplemental curriculum, materials, and tools**

NRD staff will work with SBBC staff to develop programs and resources to promote environmental education and stewardship. NRD will identify resources to enhance SBBC curriculum materials, with a focus on providing an interdisciplinary learning experience.

NRD staff will:

- Work with SBBC staff to assist in the development of supplemental environmental science curriculum resources, including modules that address local issues in water resources and management, sustainability, and climate change.
- Identify and provide technical resources that SBBC can use in creating locally relevant curriculum
- Maintain and provide a list of environmental professionals that promote student engagement in environmental issues across Broward County.

Task 3 **NatureScape Classroom Presentations and Teacher Trainings**

Provide NatureScape-based environmental presentations in the classroom and teacher training programs.

NRD staff will:

- Work with the SBBC, school administration, teachers, and other environmental professionals to deliver and coordinate hands-on environmental programming.
- Assist in the development and delivery of a variety of lesson plans based on the interactions of living things, cycles in nature, water resources and conservation, Florida's Everglades, climate change, and caring for Florida's environment in a sustainable manner.
- Offer and host an intensive one-week Summer Teacher Habitat Steward Workshop that will provide training on lessons to be brought into the classroom and to introduce and refine curriculum.
- Offer an abbreviated version of "Know the Flow" workshop when requested by teachers for classroom presentations using the Enviroscape model.
- Work with the SBBC to increase awareness about the health and environmental benefits of anti-idling programs in schools.
- Make speakers available to all SBBC classrooms and for Career Days upon SBBC request and subject to County staff availability on the following topics: Air Quality Issues, Alternative Fuels, Biological Resources, Environmental Protection and Enforcement, Geographic Information Systems, Hazardous Materials and Pollution Prevention, Environmental Engineering, Laboratory Analysis and Sampling Techniques, and Land Use and Transportation Planning. Air Quality Program staff will coordinate through the Speaker's Guide published for schools by Volunteer Services and by request on the Air Quality Educational Programs Speaker's Bureau.

- Continue the Air Quality Poster Contest with Broward County Elementary, Middle, and High Schools. The Air Quality Program will work with SBBC's Environmental Education programs and Applied Learning department in the selection of appropriate schools for the contest.

- Provide other programs such as coordination of presentations and displays to interested schools during Clear Air Month in May; make available the alternative vehicles to interested classrooms; participate as judges in local science fairs; and link its web site to browardschools.com.

- Continue to support Alternative Modes of Transportation Programs in SBBC High schools. These programs include EV/Alternative Fuels Challenge during Car Care Month (April/November) and Bike Challenge during Mobility Week.

- Continue to develop citizen science projects to engage students in utilizing handheld/low-income sensors to monitor to air pollution.

- Continue, in partnership with the US Environmental Protection Agency, to promote participation in the School Flag program to help students, parents, the community, and school personnel become aware of daily outdoor air quality conditions.

Task 4 **Broward Youth Climate Summit**

The Broward Youth Climate Summit provides a platform for BCPS students in grades 5-12 to advocate for policy change and gives students a voice for promoting environmental sustainability.

NRD staff will participate in the Broward Youth Climate Summit steering committee that will:

- Assist with identifying and confirming site venue/s
- Assist with event planning logistics
- Assist with developing the budget
- Assist with fundraising
- Assist with plenary and workshop presenter planning
- Assist with communications throughout the community
- Assist students and teachers in the development of Climate Action Plans for their school.

Task 5 Staff training for custodial staff, facilities managers, and support personnel.

This task is intended to provide training for custodial staff, facilities managers, and school support personnel.

NRD staff will:

- Provide classroom and virtual, hands-on training in water conservation, including landscaping maintenance, irrigation system repairs, and indoor plumbing repairs and retrofitting.
- Develop training videos on best management practices for custodial, maintenance, and facilities staff, including an introductory video on who NatureScape is, and the services provided by NatureScape to SBBC. These videos will be stored by SBBC.
- Provide agendas, outcomes, and other information needed for creating required documentation in SBBCs professional development system at least 4 weeks prior to any workshop.
- Provide annual SBBC staff training on any smart irrigation systems that may be installed on SBBC properties.

Task 6 Water Matters Day partnership

Broward Water Matters Day is a unique opportunity for students to interact with a full range of environmental professionals representing federal, state, and local agencies and to explore career options in the environmental field.

NRD staff will:

- Invite a minimum of ten schools (preferably all of the schools that have earned their Florida Green School designation) to host a booth/display at the event to showcase their environmental programs or bring attention to environmental issues.

- Solicit interested students and those seeking to earn volunteer hours to participate in and/or volunteer at the County's annual Water Matters Day event.
- Solicit entries from middle and high school students for essays, poems, and written works as part of the Water Matters Day Literary Contest and that relate to an environmental theme associated with either the annual event or the P_3 Eco-Challenge.
- Obtain prizes for student contests.
- Provide all support services related to the execution of Water Matters Day, including fundraising, planning, administration and coordination of activities and participants in advance of and during the event.
- Develop promotional materials for the annual Water Matters Day, including such items as posters, programs, multi-media advertisements, and t-shirts, as well as appropriate promotional spots for Water Matters Day for radio and/or television.
- Prepare a summary of the annual Water Matters Day event including information on attendance, survey results, and overall success in providing outreach to the community.
- Provide SBBC with a summary of Water Matters Day school-related activities, including number of volunteers and student participation.

Task 7 **Irrigation System, Water Evaluations, and Air Quality**

This task is intended to implement and provide for irrigation system and water evaluations to improve efficiency and reduce water usage indoors and outdoors.

NRD staff will:

- Work directly with SBBC Environmental Health and Safety, Physical Plant Operations, staff to thoroughly evaluate the efficiency of the water usage and irrigation systems at SBBC facilities identified by SBBC.

- Work with SBBC to develop schedules for evaluation of the irrigation systems, based primarily on usage, with priority given to those systems that are using municipally-sourced potable water.
- Recommend improvements and repairs to SBBC, and schedule and provide repairs.
- Train SBBC staff in proper irrigation system maintenance through annual professional development.
- Work with Environmental Conservation/Utility Management staff at SBBC to schedule indoor water evaluations of plumbing fixtures and water-using appliances.
- Continue to operate its Air Monitoring Stations currently located on the premises of a School Board of Broward County (SBBC) location. Furthermore, Natural Resources may establish additional Air Monitoring Stations, at other SBBC locations or newly constructed locations, upon receiving prior written approval from the SBBC. All Air Monitoring Stations shall be installed and operated at no cost to the SBBC.

Task 8 **Coordination/Administration**

This task includes coordination and overall administration of this Agreement, including financial and annual reporting. Quarterly summary reports will be provided to SBBC's Department of Applied Learning with invoices and summarize the major activities for the quarter under each of the task areas. An Annual Report will be provided to SBBC that will include additional information, including an estimate of annual avoidance in water and energy costs based on the documented water savings achieved at each facility, number of students taught, and number of staff trained through the program. All reports shall be submitted by direct upload into a SBBC shared One Drive folder.

NRD staff will:

- Meet with appropriate SBBC personnel to establish joint protocols, contacts, tools, and educational programs that best integrate environmental stewardship and sustainability principles within the District.
- Participate in meetings to review the year's progress and discuss opportunities for refinements and program improvement.
- Identify, share and pursue grant opportunities that further support these programs.
    - NRD's Air Quality Program staff will provide technical assistance and in-kind resources to the SBBC to apply for grants to retrofit school buses and/or purchase alternative fuels (electric buses).

(Remainder of page intentionally blank.)

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-06-17	Regular School Board Meeting
CATEGORY:	O. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	O-7.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

FY23-079 - Broward County NatureScape Program
ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County for a term that commences on July 1, 2025, and concludes on June 30, 2026. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment will be executed after School Board approval.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendment
- Renewal Letter
- Evaluation

FINANCIAL IMPACT:

There is no financial impact to the District at this time. Funding comes from the Applied Learning Departmentâ€™s operating budget and Title IV Florida State funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Science Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer Jun 3,

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

Approved in Open Board Meeting On: June 17, 2025

By: Debra Hixon
School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD COUNTY
(hereinafter referred to as "COUNTY"),
having its principal place of business at
115 South Andrews Avenue, Fort Lauderdale, FL 33301

RECITALS

A. **WHEREAS**, SBBC and COUNTY entered into an Agreement that commenced on July 19, 2022, and expires on June 30, 2025, regarding FY23-079 NatureScape and Air Quality Programs ("Agreement").

B. **WHEREAS,** The parties desire for the Agreement to integrate both the NatureScape program and an air quality program that support environmental stewardship and best practices.

C. **WHEREAS**, both parties previously committed to a partnership in support of sustainable water conservation and environmental protection practices, providing for the implementation of a Green Schools Recognition Program that acknowledges and rewards schools and teachers for participating and implementing environmentally sustainable measures and green initiatives.

D. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods.

E. **WHEREAS,** SBBC and COUNTY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2025, through June 30, 2026, through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 3.1 of the Agreement, the term of the Agreement is hereby extended from July 1, 2025 ("Effective Date"), through June 30, 2026, unless terminated earlier pursuant to section 7.1 of the Agreement.

3. **Order of Precedence Among Agreement Documents**. In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in order:

a) this First Amendment to Agreement; then
b) the Agreement

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and in effect.

5. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon

Debra Hixon, Chair

Date: 6/17/2025

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2025.06.03 15:27:13 -04'00'

Note: Broward County - First Amendment - NatureScape and Air Quali Programs

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of June, 2025, and SBBC, signing by and through its Chair, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

(Signature)

TAMARA BRANNON

(Print Name of Witness)

(Signature)

STACY LYSENGEN

(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By _____

Monica Cepero
Broward County Administrator

2nd day of July, 2025.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Deanna Kalil Digitally signed by Deanna Kalil Date: 2025.06.30 17:49:58 -04'00'

Deanna Kalil (Date)
Assistant County Attorney

By MAITE AZCOITIA Digitally signed by MAITE AZCOITIA Date: 2025.07.01 09:51:03 -04'00'

Maite Azcoitia (Date)
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("SECOND AMENDMENT")
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD COUNTY, FLORIDA
(hereinafter referred to as "COUNTY"),
a political subdivision of the State of Florida,
whose principal place of business is
115 South Andrews Avenue, Fort Lauderdale, Florida 33301

Each a "party" and together, the "parties"

RECITALS

WHEREAS, the parties entered into an Agreement that commenced on July 19, 2022, and expired on June 30, 2025, regarding FY23-079 NatureScape and Air Quality Programs, incorporated herein by reference (the "Agreement"); and

WHEREAS, the Agreement permits two (2) additional one-year extensions; and

WHEREAS, on June 17, 2025, the parties exercised the first of the two (2) options to extend the Agreement from July 1, 2025, through June 30, 2026, by a First Amendment to Agreement ("First Amendment"); and

WHEREAS, the parties mutually desire to exercise the second of the two (2) options extend the Agreement from July 1, 2026, through June 30, 2027, through this Second Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 3.1 (Term and Time of Performance) of the Agreement, the Agreement term is hereby extended from **July 1, 2026** ("Effective Date"), through **June 30, 2027**, unless terminated earlier pursuant to Section 7.1 (Termination) of the Agreement.

3. **Order of Precedence Among Agreement Documents**. In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

   (a) This Second Amendment; then
   (b) The First Amendment; then
   (c) The Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and in effect.

5. **Authority**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment upon the Board approval date.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.21 09:42:54 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR COUNTY:

(Corporate Seal)

BROWARD COUNTY, FLORIDA

Signature: _____

_____
Corporate Secretary Signature

Print Name: _____

Title: _____

-OR-

Date: _____

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB26-194 – Construction Printing Services

REQUESTED ACTION:

Approve the Rejection all Bids for Invitation to Bid (ITB) ITB26-194 – Construction Printing Services. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation
- Invitation to Bid

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark D. Dorsett
Title: Chief Operations Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

ITB26-194 – Construction Printing Services

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Rejection all Bids for Invitation to Bid (ITB) ITB26-194 – Construction Printing Services.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Section 6A-1.012(12)(c), F.A.C., (c) If less than two responsive proposals for commodity or contractual services are received, the district school board may negotiate on the best terms and conditions or decide to reject all proposals. The district school board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the school district in lieu of resoliciting proposals.
If the School Board votes "Yes"	• The School Board will reject all bids received in response to the solicitation for print services for Capital construction projects and authorize staff to reissue the solicitation to encourage greater competition and obtain more competitive pricing.
If the School Board votes "No"	• Staff cannot recommend an award under the current solicitation because the pricing submitted by the remaining responsive bidder was determined to be significantly above prevailing market rates.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History
The Office of Capital Programs (OCP) utilizes print services for Capital construction projects. These services include the document reproduction of technical projects, including blueprints, plans, and site maps, as well as optical character recognition and binding services.

A total of two bids were received. Upon review, one bidder was deemed non-responsive for failing to submit the required documentation. The second bidder was responsive; however, the proposed pricing was significantly above prevailing market rates and deemed unreasonable. As the solicitation requires an award to all responsive and responsible bidders, staff is unable to proceed with an award. Accordingly, staff recommends rejecting all bids and reissuing the solicitation to encourage greater competition and more competitive pricing.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, and Policy 3800, the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the school district is capable of specifically defining the scope of work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.

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

Budget Impact Summary Statement:

1. There is no financial impact to the District.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Award Recommendation
Exhibit C: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	ITB26-194	**Preparation Date:**	May 7, 2026
Previous Bid # (Ex: 10-004R):	ITB26-029	**Buyer/PA:**	MARLEEN PADRON
New Bid Award Total:		**Bid Title:**	Construction Printing Services
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):		**New Bid Term (In Months):**	
Previous Bid Term (End Date):		**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	PLEASE SEE NOTES SECTION
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	**PLEASE SEE NOTES SECTION**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2400096030	**Name** (First & Last)	Sonja V. Coley
Fund	3000	**Title**	Director
Functional Area	7400000000000000	**Department/School Name**	Office of Capital Programs
Commitment Item	53950000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AWARD RECOMMENDATION
NOTICE OF AWARD OR INTENDED AWARD

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

ITB #: ITB26-194

Tentative Board Meeting Date*: JUNE 9, 2026

ITB Title: Construction Printing Services

Notified: 166

Downloaded: 25

of Responses Rec'd: 2

of "No Bids": 0

For: The Office of Capital Programs
(School/Department)

ITB Opening Date : April 15, 2026

Fund: Various Schools and Administrative Sites

Advertised Date: March 27, 2026

ELECTRONIC POSTING OF AWARD OR INTENDED AWARD: Attention: This notice is pursuant to Section 120.57(3), Florida Statutes, of an award of intended award by The School Board of Broward County, Florida ("SBBC") concerning a competitive solicitation, contract award, or exceptional purchase. The ITB award recommendations will be posted in the Procurement & Logistic Operations Department and www.Demandstar.com on **APRIL 28, 2026 @ 2:00 PM** and will remain posted for Seventy-Two (72) hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within Seventy-Two (72) hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) calendar days after the date the notice of protest is filed**. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time prescribed in School Board Policy 3800 and Section 120.57(3), Florida Statutes, required by law and shall constitute a waiver of proceedings under Chapter 120, Florida Statutes**. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days during which SBBC's administration is closed shall be excluded in the computation of the Seventy-two (72) hour time periods described herein. Notices of protest and formal written protests shall be filed at the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to "The School Board of Broward County, Florida" in an amount equal to one percent (1%) of the estimated value of the contract or purchase. The original bond or other permitted security shall be delivered to the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351 at the same time the formal written protest must be filed. The original bond or other permitted security may not be faxed or sent via e-mail or other electronic means.

(*) The Cone of Silence, as stated in the ITB and School Board Policies 3800 and 1100B, is in effect until SBBC adjourns the SBBC meeting at which the award or intended award is approved. The SBBC meeting date stated above is tentative. Please contact the Purchasing Agent of record to confirm the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION: REJECT ALL BIDS

In accordance with Section 6A-1.012(8), Florida Administrative Code, and Part III.B of Purchasing Policy 3800 and the standard ITB Special and General Condition of ITB26-194: "In the best interest of the School Board of Broward County, Florida (SBBC), the School Board reserves the right to reject any or all bids received when there are sound documented business reasons that serve the best interests of SBBC".

It is recommended pursuant to Section 6A-1.012(12)(c), F.A.C., that all bids be rejected. This solicitation will be rebid with revised bid specifications and enhanced outreach, in accordance with School Board policies and procedures.

By: *Marleen Padron*
(Purchasing Agent)

Date: April 28, 2026

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & LOGISTIC OPERATIONS
www.BrowardSchools.com

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 27, 2026

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: ITB26-194 - Construction Printing Services

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Construction Printing Services**. Any questions regarding this ITB should be addressed to me in writing via e-mail to **marleen.padron@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.47) shall take effect. Any bidder or lobbyist for a bidder **is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee** after Procurement & Logistic Operations releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

EMERGING/SMALL/VETERAN/MINORITY/WOMEN BUSINESS ENTERPRISE (E/S/V/M/WBE) CERTIFICATION AND PARTICIPATION (See Attachment A)
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDOC): SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/edoc

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on (**SEE SECTION 2 – CALENDAR**), beginning at Eastern Time (ET), in the Technology and Support Services Center, Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right not to tabulate any illegible entries, pencil bids, or price corrections that have not been initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due electronically (e-bidding through DemandStar) on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid," and return via facsimile to 754-321-0533 or scan and send via e-mail to **marleen.padron@browardschools.com**. Your response to the statement "No" Bid is very important to Procurement & Logistic Operations Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Marleen Padron
Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT & LOGISTIC OPERATIONS
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids must be submitted electronically via Demandstar **on or before 2:00 p.m. Eastern Time (ET):**

4/15/2026

Check the Addenda for any revised opening dates before submitting your bid. **Bid(s) received after the date and time stated above shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
ITB26-194	March 27, 2026	Marleen Padron 754-321-0555

BID TITLE:

CONSTRUCTION PRINTING SERVICES

SECTION 1 – BIDDER ACKNOWLEDGEMENT

THIS MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 7.2.3, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY, INCLUDING THE HANDWRITTEN OR ELECTRONIC SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT WITH THE BID WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD UNDER THIS COMPETITIVE SOLICITATION.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below.
"**Doing Business As**" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and **unconditional** acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from the date due.

_____
Signature of Authorized Representative (Manual, Handwritten, or Electronic)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to ensure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ Below have been submitted.

☒ Bidder Acknowledgement Section 1	☒ Conflict of Interest Form Section 8, Attachment B	☒ Certificate of Debarment Section 8, Attachment C	☐ Manufacturers Authorization Special Condition __
☐ Bidder's Preference Statement Special Condition __	☒ Bid Summary Sheet Section 4	☒ EDOC Bidder/Proposer Assurance Statement Doc. 00471 (Attachment A)	☒ EDOC Statement of Intent to Perform as E/S/V/M/WBE Subcontractor Doc. 00470 (Attachment A) (IF APPLICABLE)
☐ EDOC E/S/V/MWBE Participation Schedule – Doc. 00475 (Attachment A) (IF APPLICABLE)	☐ Material Safety Data Sheets Special Condition __	☐ Bid Bond Special Condition ____	☐ Descriptive Literature Special Condition ____

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No-Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Friday, March 27, 2026	Release of ITB26-194.
Wednesday, April 1, 2026	Non-Mandatory Bidder's Conference (See Special Condition 3) Procurement & Logistic Operations Department. The meeting will be held at **10:30 AM**: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 Virtual Pre-bidders Conference is also available at: MS Teams Meeting ID: 249 632 281 378 79 Passcode: XR99dh2k Dial in by phone :+1 754-216-1864 Phone conference ID: 285 065 576#
Tuesday, April 7, 2026	Vendor written questions (See Special Condition 2) due on or before 5:00 p.m. ET via email to: marleen.padron@browardschools.com
Wednesday, April 15, 2026*	*Bids are due electronically (e-bidding through www.demandstar.com) on or before 2:00 p.m. ET. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted. NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via Demandstar. Proposal Opening will be at: 7720 West Oakland Park Blvd., Suite 323 Sunrise, Florida 33352-6704
TBD	Posting of Recommendation on Demandstar.com

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!), and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Construction Printing Services as specified herein. The scope of requirements includes, but is not limited to, copying services of blueprints, bonds, and engineered drawings, as well as for optical character recognition and binding services. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

   SUBMIT IN TIME FOR BID OPENING:

   - E-bidding through Demandstar.com

2. **QUESTIONS FROM BIDDERS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Marleen Padron**, Purchasing Agent in Procurement & Logistic Operations, via email to marleen.padron@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 7.8 of this ITB.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **NON-MANDATORY BIDDER'S CONFERENCE:** The Bidders' Conference will take place in accordance with the schedule provided in Section 2 – Calendar. Representatives from all interested companies are encouraged to attend. **PLEASE BRING A COPY OF THIS ITB WITH YOU TO THE MEETING.**

   The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive bid for submission to SBBC. Questions submitted shall be answered by all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Any information verbally given by any party at the Bidder's Conference shall not be binding on SBBC. Bidders shall only consider the information provided in the ITB or via Addenda.

   In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding E/S/V/M/WBE participation.

4. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning upon approval by the Board. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

5. **RENEWAL/EXTENSION:** The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Logistic Operations Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **AWARD:** This bid shall be awarded in its **ENTIRETY** to ALL, responsive and responsible bidder(s), meeting all specifications, terms, and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. It is necessary for a Bidder to bid on **every** item in the bid in order to have their bid considered. SBBC may need to order an individual component within the bid. All items must have an individual cost. **Failure** to state the individual cost for any item shall result in the **disqualification** of the entire bid. It is also required that the Bidder carefully considers each item and makes sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications, the entire bid shall be disqualified.

SECTION 3 – SPECIAL CONDITIONS (continued)

7. **ADDITIONAL VENDORS:** SBBC reserves the right, at its sole discretion, to increase the pool of Vendors authorized to provide the services covered under this ITB, if deemed necessary by SBBC. Subject to approval, additional Vendors may be added to the pool of Awardees during the term of the ITB. Regardless of the date on which a Vendor is added to the pool of Awardees, all awards shall terminate upon the expiration of this ITB

8. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation that would adversely and unduly affect the safety, health, or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion, a vendor from the Awardees to provide products/services.

9. **DELIVERY/ FREIGHT: (For Bid Item Only)**

    a. Routine: to be delivered within 3 days of Order Receipt.
    b. Emergency: to be delivered within 1 day of Order Receipt.

10. **ACCEPTANCE OF MATERIALS:** The material delivered under this ITB shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to the Awardee at the Awardee's expense. The Awardee will be responsible for picking up defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The Awardee shall be responsible for any disposition charges, where applicable.

11. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period, and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

12. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

13. **INSPECTION OF FACILITIES:** In order to be considered for an award, Bidders shall have adequate local stock to supply the requirements of this ITB at the time of bid opening. Therefore, SBBC reserves the right, prior to recommending this bid for an award, to inspect Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's local stock is adequate to meet the requirements of this bid. Adequacy of local stock shall be a determining factor in an award to assure SBBC of the delivery of items specified within., in the opinion of SBBC's representative, it is determined that local stock is not adequate to meet the requirements of this ITB, based upon an inspection of Bidder's facilities, a recommendation shall be made to reject the bid of the vendor(s) not meeting this requirement.

14. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or to the address indicated on the Purchase Order, and emailed to FRDAPHELP@BROWARDSCHOOLS.COM.**

    a. Material release number OR the control number
    b. Purchase Order number
    c. A complete description of the items
    d. Itemized list price
    e. Total dollar amount shall be net

SECTION 3 – SPECIAL CONDITIONS (continued)

15. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with bid requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com. New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

16. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete, and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at https://www.browardschools.com/supplierselfregistration. Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

17. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

18. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid.

19. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction.
    a. The Director, Procurement & Logistic Operations, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial, and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

20. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bidding product, the lowest of these reduced prices shall be extended to SBBC.

21. **W-9 FORMS:** All Bidders are requested to complete a W-9 form, which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit it with their bid.

SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **SPECIFICATIONS:** The scope of requirements includes, but is not limited to copying services of blueprints, bonds, and engineered drawings, as well as for optical character recognition and binding services.

2. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Two (2) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes.

3. The Bid Summary Worksheet must be submitted, in time for bid opening.

4. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

TAB 1 - COMPANY REPRESENTATIVE: Bidder(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

TAB 2 – PRICING:

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Extended Total Price
1	Copying Services - 8-1/2" x 11" (single-sided)	1,000,000	Per Copy		$ -
2	Copying Services - 8-1/2" x 11". Include 3 - hole punch.	50,000	Per Copy		$ -
3	Copying Services - 8-1/2" x 14" (single-sided)	50,000	Per Copy		$ -
4	Copying Services - 8-1/2" x 14". Include 3 - hole punch.	50,000	Per Copy		$ -
5	Copying Services - 11" x 17" (single-sided)	50,000	Per Copy		$ -
6	Copying Services - 11" x 17". Include 3 - hole punch.	50,000	Per Copy		$ -
7	Color Copies Copying Services. 8-1/2" x 11"	10,000	Per Copy		$ -
8	Color Copies Copying Services. 8-1/2" x 14"	10,000	Per Copy		$ -
9	Color Copies Copying Services. 11" x 17"	10,000	Per Copy		$ -
10	Image Documents to USB Flash Drive	10,000	Per Document		$ -
11	Scan Documents to USB Flash Drive	10,000	Per Document		$ -
12	Burn/Copy CD to USB Flash Drive	50	Per CD		$ -
13	Copying Services. Engineering Sized Media	1,000	Square Feet		$ -
14	Bond Copying Services from engineering sized media prints and digital media	5,000	Square Feet		$ -
15	Bates Stamping Services for Legal Reproduction of Images or	50,000	Per Stamping		$ -
16	Electronic Stamping	50,000	Per Stamping		$ -
17	Hard Copy Stamping	50,000	Per Stamping		$ -
18	*Optical Character Recognition (OCR) Formatting Images Transferred to USB Flash Drive (approx 2,000 pages per USB)	25	Per USB Flash Drive		$ -
19	*Optical Character Recognition (OCR) Formatting Impressions Transferred to USB Flash Drive (approx 2,000 pages per USB)	25	Per USB Flash Drive		$ -
20	Bond Reduction and Copying Services from engineering sized media prints and digital media	325,000	Square Feet		$ -
21	Binding Only with Covers. 8-1/2" x 11", 67 lb. cover card stock. Bound with three fitting screw posts per book	250	Per Book		$ -
22	Binding Only with Covers. 8-1/2" x 11", 67 lb. cover card stock. Spiral and Comb	50	Per Book		$ -
				Total	$ -

SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING) - Continued

5. Vendors shall provide black-and-white copying services, including binding with three-hole punch screw posts, spiral, or comb binding, for documents such as project manuals, plans, and individual pages. Vendors are responsible for issuing copies of these materials to contractors and the public at a consistent price. A **24-hour** turnaround is required for all copy requests.

6. All pricing must include pickup and delivery of documents to and from the Facilities and Construction Management Division (OFC). Deliveries outside of OFC will be billed to the requesting party. Addenda must be delivered to recipients by the next business day following notification from OFC. Any requests for additional time must be pre-approved by OFC.

7. Documents containing original seals must be returned to SBBC after copying. Any erroneous or defective copies must be securely shredded and disposed of by the vendor at no additional cost.

8. Copying services must begin within **24 hours** of notification from OFC and proceed without interruption until completion.

9. All paper used must be 20-lb., long grain, white or colored bond paper. Card stock covers must be 67-lb., color-coded as follows: blue for elementary schools, yellow for middle schools, red for high schools, green for centers and administrative sites, and white for district-wide projects.

10. All copies and bindings must be clear, legible, and of high quality. SBBC reserves the right to inspect and reject any substandard work. Deliveries must be made to designated Facilities and Construction Department locations, as assigned.

11. Vendors are fully responsible for all SBBC materials in their possession and must replace any lost or damaged documents at no additional cost to SBBC.

12. Vendors must be able to process single-sided, double-sided, bound, unbound, and slip-sheeted documents. Manuals must be printed double-sided with each section beginning on the right-hand page. Vendors must review and organize documents to ensure no pages are missing and all content, including engineering-size prints, is accurately reproduced.

13. At least two employees must be available during regular business hours (8:00 a.m. – 5:00 p.m.) to respond to print requests and customer inquiries. In the event of employee separation (e.g., resignation, termination, or extended leave), the vendor must ensure continuity of service by providing a qualified temporary or replacement employee within one business day, so that the requirement of two available staff during regular business hours is continuously met without interruption to SBBC operations.

14. Vendors must offer online access for document ordering, payment (via EFT, PayPal, credit/debit card), and the ability to view or download scanned documents.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

3. **Auto Liability.** Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. **Verification of Coverage** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

5. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

6. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if the required insurance is canceled.

7. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein throughout the term of this Agreement.

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SECTION 6 – ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC): SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on Emerging Small, Minority, Veteran and Women Business Enterprise (E/S/V/M/WBE) Certification, contact The Economic Development Opportunities & Compliance (EDOC) Department at 754-321-0770 or visit www.browardschools.com/EDOC.

Nondiscrimination: Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses to this Bid, it is understood and agreed that if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

Industry–Specific Remedial Affirmative Procurement Initiative (API): The **Goal Setting Committee** (GSC) has assigned the following API:

In accordance with **SBBC Policy No. 3330** and the findings of the **2023 Disparity Study**, the GSC has established an **E/S/V/M/WBE Prime Bidder Pricing Preference** for contracts related to the purchase of "Goods and Other Services." A **two percent (2%) price preference** will be applied if the Prime bidder is an **EDOC-certified E/S/V/M/WBE firm**.

After the application of all other bidder preference laws, any responsive and responsible **EDOC-certified E/S/V/M/WBE Prime bidder/proposer(s)** that meet the specified requirements and whose bids fall within **two percent (2%)** of the lowest non-EDOC-certified bidder will receive this price preference incentive.

Documentation and Certification Requirements:
All bidder/proposer(s) must submit **Document 00471** (see Attachment A) at the time of submission. Prime bidder/proposer(s) committing to subcontracting with an **EDOC-certified E/S/V/M/WBE firm** must also submit **Documents 00475 and 00470**, along with a copy of the subcontractor/subconsultant's EDOC certificate.

To view the current list of E/S/V/M/WBE certified firms and to learn how to become certified, please visit:
https://www.browardschools.com/EDOC

Reporting Requirements:

MANDATORY – Post-Award Monthly Compliance Monitoring and Reporting Requirements:
Any proposal that results in the award of a contract shall require the awarded contractor to fully participate in and comply with the requirements of the Supplier Diversity Outreach (SDOP) Program.

Upon contract award, all awarded contractors shall register in and utilize the *SDOP Management System* powered by B2Gnow for compliance monitoring and reporting purposes.

Prime contractors shall report all contract-related revenue and payment activity within the system, including the reporting of all payments made to E/S/V/M/WBE subcontractors. Such reports shall be submitted no later than the 10th day of each month for the preceding reporting period.

Notice: Any proposed modifications to the approved utilization and/or subcontracting plan—including, but not limited to, subcontractor substitutions, additions, deletions, or terminations—must be approved in advance by the EDOC department.

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SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive."**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

7.1.2 By AWARDEE: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Awardee, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents," Invitation to Bid (ITB) number, and the title of the ITB and received in the Procurement & Logistic Operations Department no later than the specified date and time for the Invitation to Bid opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the ITB and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this ITB was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the ITB. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (package, box, etc.) with the ITB number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in the Procurement & Logistic Operations Department on or before 2:00 p.m. ET on the date due for the proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the ITB or Addendum. Failure to submit such a proposal in a timely manner shall disqualify the Proposer, and such proposal will either be returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** The proposal must contain an original manual or digital signature (in blue ink) of an authorized representative who can bind the company to the requirements of the ITB in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the ITB.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, along with the proposal, shall result in the proposal being considered "non-responsive" and rejected.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT & LOGISTIC OPERATIONS on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & Logistic Operations will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released has been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been filed in a timely manner. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the ITB. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this ITB. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered, or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the ITB or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the ITB. All sample(s) will be disposed of after thirty (30) days after the award of the ITB.

Each individual sample must be labeled with the Proposer's name, ITB Number, and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the ITB, sample(s) should be delivered to the Procurement & Logistic Operations Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT: Shipping points offered other than F.O.B. Destination shall be rejected**. Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of the Purchase Order in the space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Logistic Operations Department as requested in the Conditions of the ITB, Information. If necessary, an Addendum will be issued. (Section 3, Special Condition 2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Logistic Operations Department reserves the right to withdraw this ITB at any time prior to the time and date specified for the ITB opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this ITB shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida, or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** The proposal opening shall be made public on the date and at the time specified in the ITB. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE, & TITLE: Inspection and acceptance will be at the** destination unless otherwise provided in the ITB. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at the Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications free of damage or defect, and properly invoiced. Services will be paid after they have been performed and meet the requirements of the ITB. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity that is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** The proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5.0 of this ITB. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy, including product liability. (Refer to the Special Conditions of the ITB for the threshold requirements)
The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract. (Section 5.0)

7.17 LICENSES, CERTIFICATIONS, AND REGISTRATIONS: As of the ITB Opening Date, the Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this ITB shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

7.18 **BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

An Awardee who has any License, Certification, or Registration either suspended, revoked, or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Logistic Operations Department within five (5) working days of such suspension, revocation, or expiration. However, such suspension, revocation, or expiration after the date of the ITB opening shall not relieve the Awardee of its responsibilities under a contract awarded under this ITB.

7.19 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this ITB; then
b) Addenda released for this ITB, with the latest Addendum taking precedence; then
c) The ITB; then
d) Awardee's proposal.

7.19.1 **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.20 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida, and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

7.21 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.22 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.23 ***NONDISCRIMINATION:*** NONDISCRIMINATION: The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this ITB shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality, and the highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are not acceptable and will be rejected.**

7.25 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an ITB award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to

7.25 (continued) the School Board occasioned by the negligence of the Awardee (or agent)or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.26 **CANCELLATION:** In the event any of the provisions of this ITB are violated by the Awardee, the Director of Procurement & Logistic Operations shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), a recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or emailed to FRDAPHELP@BROWARDSCHOOLS.COM. Payment will be made a minimum of thirty (30) calendar days after delivery, authorized inspection, and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed), **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida, ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this to determine whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirable that all building materials, pressed boards, and furniture supplied to the school board be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this ITB, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this ITB nor any interest in any award of this ITB may be assigned, transferred, or encumbered by any party without the prior written consent from the Director, Procurement & Logistic Operations. There shall be no partial assignments of this ITB, including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this ITB for the period of time necessary for SBBC to release, award, and implement a replacement ITB for the goods, products, and/or services provided through this ITB. Such extension shall be at the same prices, terms, and conditions as existed at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new award under protest can be approved by the School Board.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided, and the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this ITB must be in the same format as any Purchase Order released as a result of the award of this ITB. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed incorrect and will be returned to the vendor by the accounts payable department for correction. The address for submitting invoices is included in the Purchase Order.

7.36 **PURCHASE AGREEMENT:** This ITB, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different from those contained in this ITB, including pre-printed text contained on catalogs, price lists, other descriptive information submitted, or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different from those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, the said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from the Awardee's equipment, and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority, and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686**.

7.39 **SBBC PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of the Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB, entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers, and employees of any liability in the form of physical or mental injury, death, or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC-issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification, and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual for whom an SBBC photo identification badge is requested must be registered on the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant that has been denied a badge is prohibited from entering SBBC property as an employee, sub-contractor, or agent of a contract Awardee. **The applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting, and an FBI background check can be found at the following website:

https://www.browardschools.com/Page/35284
Click on the link for Fieldprint Codes and Pricing.

7.39 (continued) Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge at that time will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting. Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB or any Addenda subsequently released thereto shall file a notice of intent to protest, in writing, **within 72 hours after the electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays, or days during which the school district administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday, or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3800 shall be filed at the office of the Director, Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations will be posted on www.demandstar.com **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays, and days during which the school district administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday, or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays, and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check, or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

7.41 **(continued) Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3800 shall be filed at the office of the Director, Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

7.42 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the Purchase Order number/control number. Failure to provide a packing slip attached to the outside of the shipment will result in the refusal of shipment at the vendor's expense.

7.43 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.44 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts, or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

7.45 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password to avoid divulging the actual credit card number upon every purchase.

7.46 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with ITB conditions and specifications at any time. Items delivered that do not conform to ITB conditions or specifications may be rejected and returned at the vendor's expense. Services not conforming to ITB specifications shall be corrected and performed again to meet the specifications of the ITB at the expense of the Awardee. Goods or services not delivered as per the delivery date in ITB and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for award.
c) All departments are advised not to do business with vendors.

7.47 **CONE OF SILENCE:** Any proposer or lobbyist for a proposer is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Logistic Operations releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Logistic Operations. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the

7.47 (continued) time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and, therefore, be ineligible for award.**

7.48 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this ITB by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

749 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.50 **SEVERABILITY:** In case any one (1) or more of the provisions contained in this ITB shall be for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this ITB shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.51 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Logistic Operations for the distribution of all competitive solicitations, including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda, and have included all necessary information in their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

7.52 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.53 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail, or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization, or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form, which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.

7.54 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities.

7.54 (continued) Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction, and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower-tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower-tier covered transactions.

CERTIFICATION:

a) The prospective lower-tier participant certifies, by submission of this ITB, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal that includes a reference to this Form is submitted, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.55 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award.

7.56 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Logistic Operations, and the tie low bid vendors are invited to be present as witnesses.

Included as a part of the ITB documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. Confidentiality of information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law,

7.57 (continued) Nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from, or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, the Awardee agrees to provide the District with a written summary of the procedures the Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with the Awardee.

7.58 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this ITB shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until the posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the ITB is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the ITB shall constitute a waiver by the Proposer of any applicable exemptions from disclosure or any confidential status, including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of the Proposer's response to the ITB. SBBC will provide for the inspection or copying of any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the ITB or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to initiate such legal proceedings in a timely manner shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this ITB, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon SBBC's non-disclosure of portions of the Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such non-disclosure.

7.59 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.60 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC, including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.61 **PREPARATION AND COST OF PROPOSAL:** The proposer is solely responsible for any and all costs associated with responding to this ITB. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal or for any travel and per diem costs that are incurred by any Proposer

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee(s) shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee(s) keeps and maintains public records upon completion of the contract, the Awardee(s) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS ITB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE ITB, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.63 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this ITB Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this ITB Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this ITB Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with, or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the ITB Agreement. Termination pursuant to this section is not a breach of this ITB Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.55. If the default is not cured by the Awardee, the steps in section 7.46 shall be taken.

END OF THIS SECTION

SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

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ATTACHMENT A –
ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC) FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC)

This form is Mandatory and *must* be completed and submitted with bid proposal.

Document Number 00471
Bidder/Proposer Assurance Statement

SOLICITATION #:
SOLICITATION TITLE:

NOTE TO BIDDERS:
All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)

INSTRUCTIONS: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDOC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDOC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes ☐ No ☐
2. **Is** the Bidder/Proposer an EDOC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDOC Forms:*

Link to download Forms:

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/fs/resource-manager/view/d4cccf8b-cf7b-49e3-b6a8-aa92b9f821f8

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/fs/resource-manager/view/7d7ed411-aa3c-44f0-b650-d1d4aa6b7e33

Post – Award Monthly Compliance Monitoring/Reporting Requirements.
Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.
Document Link: https://browardschools.smwbe.com

I attest that I have read, understood, and will comply with the EDOC Requirements.

Name/Title: _____

Signature: _____ Date: _____

Economic Development Opportunities & Compliance Department
7720 West Oakland Park Blvd., Suite 319, Sunrise, FL 33351 ▪ (754) 321-0770 www.BrowardSchools.com/EDOC

ATTACHMENT B – CONFLICT OF INTEREST

IT MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Bidder must disclose in its Bid the names of any employees who are employed by Bidder and are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder and who are also employees of SBBC have been identified above.

_____ _____

Electronic or Handwritten Signature Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

IT MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Electronic or Handwritten Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – DRUG-FREE WORKPLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

I am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Under penalties of perjury, I declare that I have read the foregoing Sworn Statement Pursuant to Section 287.087, Florida Statutes, and that the facts stated in it are true.

_____

Electronic or Handwritten Signature

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF THE NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

ATTACHMENT F - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

Section 787.06 Florida Statutes requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine or threaten to restrain, isolate or confine any person without lawful authority and against her or his will,
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, or any other actual or purported government identification document, of any person.
- Cause or threaten to cause financial harm to any person,
- Entice or lure any person by fraud or deceit, or
- Provide a controlled substance as outlined in Schedule 1 or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

ATTACHMENT G – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page, and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

SECTION 9 – STATEMENT OF "NO BID"

If your company is not submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Logistic Operations
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC prepare for future bids.

Company Name: _____

Contact:_____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "No Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with the scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the Agreement period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-5.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

RFP24-366 – School Bus Infraction Detection Solution
ADDED

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and BusPatrol America LLC (BusPatrol), for a term that commences on June 9, 2026, and concludes on December 9, 2029; and grant the Superintendent or his designee the authority to establish and change the not to exceed $250 cost, pursuant to Section 316.0083(5)(e), Florida Statutes, imposed against an alleged offender (petitioner) contesting a notice of violation found to have committed the offense at an administrative hearing. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

There is a positive financial impact to SBBC.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone:754-321-2650

EXECUTIVE SUMMARY

RFP24-366 – School Bus Infraction Detection Solution

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and BusPatrol America LLC (BusPatrol), for a term that commences on June 9, 2026, and concludes on December 9, 2029; and grant the Superintendent or his designee the authority to establish and change the not to exceed $250 cost, pursuant to Section 316.0083(5)(e), Florida Statutes, imposed against an alleged offender (petitioner) contesting a notice of violation found to have committed the offense at an administrative hearing.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC will proceed with implementing the School Bus Infraction Detection Solution to enhance student transportation safety and strengthen enforcement against motorists who illegally pass stopped school buses. SBBC will be authorized to utilize automated detection technology on school buses in accordance with Florida law, and revenue generated from applicable civil penalties, costs, and additional amounts may be used for technology and operational costs relating to the hearing process; for the installation, operation, or maintenance of school bus infraction detection systems on school buses, including student transportation safety initiatives, driver recruitment and retention stipends, or other student transportation safety enhancements; for the administration and costs associated with the enforcement of violations; or to provide financial awards to recruit or retain school bus drivers in, as allowed by Florida Statutes.
If the School Board votes "No"	• SBBC will not move forward with the implementation of the School Bus Infraction Detection Solution. As a result, opportunities to improve student transportation safety and deter unlawful passing of stopped school buses may be reduced.

	• SBBC may also lose access to funding opportunities authorized under Florida law that support transportation safety programs and related operational initiatives.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safe and Supportive Schools Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Implementation of the School Bus Infraction Detection Solution is expected to reduce incidents involving motorists illegally passing stopped school buses and improve student safety during loading and unloading activities. • The system will enhance the District's ability to monitor and enforce traffic violations through automated technology while also providing financial support.

Background/History

SBBC issued RFP24-366: School Bus Infraction Detection Solution for the purpose of obtaining a comprehensive school bus safety enforcement solution designed to address violations involving motorists illegally passing stopped school buses.

BusPatrol submitted a proposal in response to the RFP to provide installation, operation, maintenance, and administration services for school bus infraction detection systems in accordance with Sections 316.172 and 316.173, Florida Statutes.

Florida legislation, effective June 19, 2025, authorizes School Districts to install and operate school bus infraction detection systems to improve student safety and enforce violations related to illegal passing of stopped school buses. Civil penalties ($200.00) pursuant to Sections 318.15(5)(a)2. and (5)(b)2., Florida Statutes, and additional amounts ($25.00) pursuant to Section 318.18(5)(c)(2), Florida Statutes that BusPatrol collects under the Agreement through the enforcement process must be remitted to SBBC and must be utilized for the installation, operation, or maintenance of school bus infraction detection systems on school buses, including student transportation safety initiatives, driver recruitment and retention stipends, or other student transportation safety enhancements; for the administration and costs associated with the enforcement of violations; or to provide financial awards to recruit or retain school bus drivers; and the costs must be used for technology and operational costs relating to the administrative hearing as well as school transportation safety-related initiatives. Under the Agreement between SBBC and BusPatrol, for every ($225.00) notice of violation issued under the Agreement, SBBC will receive thirty percent (30%) and BusPatrol will receive seventy percent (70%) of every $200.00 civil penalty; and SBBC will receive the totality of the $25.00 additional amount imposed.

As required by Florida law, SBBC entered into a Mutual Aid Agreement with the Broward Sheriff's Office (BSO) to support SBBC's law enforcement responsibilities associated with the implementation and enforcement of the School Bus Infraction Detection Solution at no cost to SBBC. Under the Mutual Aid Agreement between BSO and SBBC, BSO which possesses jurisdictional authority over traffic enforcement within Broward County, Florida, grants to SBBC's sworn law enforcement officers – Broward County Schools Police Department (BCSPD)- the authority to enforce violations of Sections 316.172 and 316.173, Florida Statutes, through a school bus infraction detection system program; and to issue uniform traffic citations, warnings, and notices of violations. Under the Agreement between SBBC and BusPatrol, BusPatrol shall reimburse SBBC's BCSPD for any and all of

BCSPD's costs associated with SBBC' school bus infraction detection system program, including costs related to, but not limited to determinations of violations under Section 316.172(1)(a) or (b), Florida Statutes, participation in administrative hearings, and participation in appeals. And to this end, BusPatrol shall establish an account with a minimum balance of Seventy Thousand Dollars ($70,000.00) at all times for the purposes of SBBC timely remitting payment to BCSPD for its costs.

SBBC also entered into an Agreement with the Division of Administrative Hearings (DOAH) to act as its local hearing officer, pursuant to Section 316.173(6), Florida Statutes, to administer the administrative hearing process for a contested notice of violation that will issue a final order including the determination at the conclusion of the administrative hearing. If the DOAH administrative law judge (ALJ) finds a violation pursuant to Section 316.172(1)(a) or (b), Florida Statutes, the ALJ shall uphold the notice of violation, require the petitioner to pay the penalty and other imposed amounts previously assessed, and require the petitioner to pay costs not to exceed $250.00, pursuant to Section 316.0083(5)(e), Florida Statutes. Providing that SBBC delegate authority to the Superintendent, the Superintendent shall establish and, if necessary, change the cost amount. Under the Agreement between SBBC and BusPatrol, SBBC will receive from BusPatrol the totality of the not to exceed $250.00 cost collected. Pursuant to Section 318.18(5)(c)(1), Florida Statutes, the not to exceed $250.00 cost collected shall be used for technology and operational costs relating to the hearing as well as school transportation safety-related initiatives. Additionally, under the Agreement, BusPatrol shall establish an account with a minimum balance of $25,000.00 at all times for the purposes of SBBC remitting payment to the DOAH Administrative Law Judge.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	June 9, 2026, through December 9, 2029; and may be extended for two (2) additional (1) year periods and if needed, 180 days beyond the expiration date of the extension period.
Multi-Year Agreement:	Yes. This Agreement has a term of 42 months commencing on June 9, 2026, and concludes on December 9, 2029.
Procurement Method:	**Piggyback Agreement** (Yes/No): No. **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section (III, B) and Rule 6A-1.012(7), Florida Administrative Code, in the submittal of responses to Requests for Proposals, SBBC may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal.

Table B: Financial Impact, Funding Source, and Budget Authority *This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.*		
Budget Impact Summary Statement: 1. There is a positive financial impact to SBBC.		
New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
6/9/2026 -12/9/2029	42 months	N/A

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Implementation of the School Bus Infraction Detection Solution is expected to enhance student safety during school bus loading and unloading activities by discouraging illegal passing of stopped school buses. The initiative also supports transportation safety efforts and school bus driver recruitment and retention initiatives authorized under Florida law.
School Selection /Prioritization	The School Bus Infraction Detection Solution will be implemented district-wide on designated school buses that support student transportation operations throughout Broward County.
Community/ Stakeholder Engagement	The District will coordinate with students, families, school administrators, transportation staff, and community stakeholders regarding the implementation of the School Bus Infraction Detection Solution.

	Public awareness efforts may include informational materials, safety campaigns, and communication regarding the purpose of the program and applicable traffic safety laws designed to protect students during loading and unloading activities.
End-User Input	Transportation Services staff, school bus drivers, and District administrators participated in identifying operational needs and evaluating solutions intended to improve student transportation safety, support enforcement efforts, and minimize disruption to existing transportation operations.
Technology/Capital Expected Lifecycle/Replacement Cycle	The BusPatrol will provide, install, maintain, and support the school bus infraction detection equipment throughout the term of the Agreement.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	RFP24-366	**Preparation Date:**	May 29, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	Marleen Padron
New Bid Award Total:	$0	**Bid Title:**	School Bus Infraction Detection Solution
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):		**New Bid Term (In Months):**	42
Previous Bid Term (End Date):		**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
	PO VENDOR SPEND:		$ -
	P-CARD SPEND:		$ -
	TOTAL SPEND:		$ -

NOTES (Type Below):
This is revenue genetrating for the District.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	N/A	**Name** (First & Last)	Simone Y. Clowers
Fund	N/A	**Title**	Executive Director
Functional Area	N/A	**Department/School Name**	Student Transportation & Fleet Services
Commitment Item	N/A	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/28/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BUSPATROL AMERICA LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
8560 Cinder Bed Road, Suite 100, Lorton, Virginia 22079

RECITALS

A. **WHEREAS,** Section 316.172, Florida Statutes, prohibits any person using, operating, or driving a vehicle from passing a school bus until the signal has been withdrawn.

B. **WHEREAS**, Section 316.173, Florida Statutes and Section 318.18, Florida Statutes were updated and became effective on June 19, 2025.

C. **WHEREAS,** Section 316.173(1)(a), Florida Statutes, permits a school district to install and operate a school bus infraction detection system on a school bus for the purpose of enforcing Section 316.172(1)(a) and (b), Florida Statutes as provided in and consistent with Section 316.173, Florida Statutes, collectively referenced herein as the "Florida Uniform Traffic Control Law."

D. **WHEREAS,** Sections 318.18(5)(a)2. and (5)(b)2., Florida Statutes, imposes a minimum civil penalty of $200 for failure to stop for a school bus if a violation of Section 316.172, Florida Statutes, is enforced by a school bus infraction detection system and such civil penalties shall be remitted to SBBC and used pursuant to Section 316.173(8), Florida Statutes.

E. **WHEREAS**, pursuant to Section 316.173(6), Florida Statutes, SBBC has the right to appoint a local hearing officer to administer the administrative hearing process for a contested notice of violation that will issue a final order including the determination at the conclusion of the administrative hearing. If SBBC's appointed local hearing officer finds that a violation of Section 316.172(1)(a) or (b), Florida Statutes occurred, the local hearing officer shall uphold the notice of violation, require the petitioner to pay the penalty and other imposed amounts previously assessed, require the petitioner to pay costs not to exceed $250, pursuant to Section 316.0083(5)(e), Florida Statutes.

F. **WHEREAS**, pursuant to Section 318.18(5)(c)1., Florida Statutes, in addition to the $200 civil penalty under Sections 318.18(5)(a)2. or (5)(b)2., Florida Statutes, if, at an administrative hearing contesting a notice of violation, the alleged offender (petitioner) is found to have committed the offense by preponderance of the evidence, costs shall be imposed, not to exceed $250 as established in Section 316.0083(5)(e), Florida Statutes, to be paid by the petitioner and to be used by SBBC for technology and operational costs relating to the hearing as well as school transportation safety-related initiatives.

G. **WHEREAS**, Section 316.173(6)(b)5., Florida Statutes, also states that at the conclusion of the administrative hearing, if the petitioner upholds the notice of violation by preponderance of the evidence, the final administrative order shall include, among other things, a requirement that the petitioner pay costs, not to exceed $250 as established in Section 316.0083(5)(e), Florida Statutes, and those costs are to be used by SBBC for technology and operational costs relating to the hearing process as well as school transportation safety-related initiatives.

H. **WHEREAS**, pursuant to Section 318.18(5)(c)(2)., Florida Statutes, in addition to the $200 civil penalty under Sections 318.18(5)(a)2. or (5)(b)2., Florida Statutes, if a violation of Section 316.172(1)(a) or (b), Florida statutes is enforced by a school bus infraction detection system pursuant to Section 316.173, Florida Statutes, the additional amount imposed on a notice of violation, on a uniform traffic citation, or by the court must be $25, notwithstanding any other provision of law, the civil penalties and additional costs must be remitted to SBBC at least monthly and used pursuant to Section 316.173(8), Florida Statutes.

I. **WHEREAS**, pursuant to Section 316.173(8), Florida Statutes the civil penalties assessed and collected for a violation of Section 316.172(1)(a) or (b), Florida Statutes enforced by a school bus infraction detection system must be remitted to the school district in which the violation occurred. Such civil penalties must be used for the installation, operation, or maintenance of school bus infraction detection systems on school buses, including student transportation safety initiatives, driver recruitment and retention stipends, or other student transportation safety enhancements; for the administration and costs associated with the enforcement of violations as described in this section; or to provide financial awards to recruit or retain school bus drivers in the school district in which the civil penalties are assessed and collected.

J. **WHEREAS**, SBBC's decision to install a school bus infraction detection system is solely on the need to increase public safety.

K. **WHEREAS,** Section 316.173(1)(b), Florida Statutes, permits a school district to contract with a private vendor to install a school bus infraction detection system on any school bus within its fleet, whether owned, contracted, or leased, and for services including, but not limited to, the installation, operation, and maintenance of the system.

L. **WHEREAS**, pursuant to Section 316.173(7), the civil penalties assessed and collected for a violation of Section 316.172(1)(a)or (b), Florida Statutes enforced by SBBC's school bus infraction detection system must be remitted to the school district in which the violation occurred.

M. **WHEREAS**, SBBC issued a Request for Proposal identified as RFP24-366: School Bus Infraction Detection Solution; dated May 13, 2024, Addendum No. 1 dated June 3, 2024, and Addendum No. 2 dated June 10, 2024, ("RFP"), all of which are incorporated herein by reference, for the purpose of receiving proposals for School Bus Infraction Detection Solution.

N. **WHEREAS**, in response to the RFP, VENDOR submitted a proposal dated June 14, 2024, which is incorporated herein by reference with the exception of and excluding VENDOR's Pricing Option 2, with the exception of and excluding cloud-connected non-enforcement interior and non-enforcement exterior safety cameras, and with the exception of and excluding cloud-connected silent alarm/panic button ("Proposal").

O. **WHEREAS**, pursuant to Section 316.173(1)(d), Florida Statutes, SBBC must enter into an interlocal agreement with one or more with local law enforcement agencies authorized to enforce violations of Section 316.172(1)(a) and (b) within the school district which jointly establishes the responsibilities of enforcement and the reimbursement of costs associated with school bus infraction detection systems consistent with Section 316.173, Florida Statutes.

P. **WHEREAS**, as required by Section 316.173(1)(d), Florida Statutes, SBBC, if necessary, will enter into an interlocal agreement with one or more with local law enforcement agencies authorized to enforce violations of Section 316.172(1)(a) and (b) within the School District which jointly establishes the responsibilities of enforcement and the reimbursement of costs associated with school bus infraction detection systems consistent with Section 316.173, Florida Statutes, and no Notices of Violations will be issued, under this Agreement, until such time subsequent to the date that duly approved interlocal agreements for the appropriate jurisdictions are effective between SBBC and the respective law enforcement agencies.

Q. **WHEREAS**, SBBC, acting through its police department (Broward County Schools Police Department ("BCSPD")), a law enforcement agency, entered into a Mutual Aid Agreement with Gregory Tony, Ph.D., as SHERIFF of Broward County, Florida ("BSO") to process and handle all the obligations of a law enforcement agency under Section 23.1225, Florida Statutes which will serve as the Interlocal Agreement ("ILA") for purposes of the statutory requirements and is attached and incorporated herein as **Exhibit A**.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**.

(a) The term of this Agreement commences June 9, 2026 ("Effective Date") and shall continue until December 9, 2029 unless terminated earlier pursuant to section 3.5 of this Agreement ("Initial Term"). The Initial Term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two (2) additional one (1) year periods and, if needed, one hundred eighty (180) calendar days beyond the expiration date of the extension period. SBBC's Procurement & Logistics Operations Department, will, if considering renewing, request a letter consenting to extension from VENDOR, prior to the end of the term. Any extension period shall be approved by a written Amendment to this Agreement executed by both parties.

(b) When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions and one hundred and eighty (180) calendar-day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

2.2 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

First:	This Agreement; then
Second	Addendum No. 2; then
Third:	Addendum No. 1; then
Fourth:	RFP24-366: School Bus Infraction Detection Solution; then
Fifth:	Proposal submitted in response to the RFP by VENDOR, with the exception of and excluding VENDOR's Pricing Option 2, with the exception of and excluding cloud-connected non-enforcement interior and non-enforcement exterior safety cameras, and with the exception of and excluding cloud-connected silent alarm/panic button

2.3 **Definitions.** The words and phrases used in this Agreement shall have the meanings below and from Section 316.003, Florida Statutes, Section 318.18, Florida Statutes, and other relevant sections of Chapter 316, Florida Statutes.

(a) "**Enforcement Equipment**" means cameras, sensors, equipment, components, products, and other related equipment owned and installed by VENDOR on SBBC's school buses under this Agreement to identify school bus infractions.

(b) "**Gross revenue**" means all revenue collected from civil penalties (at the fixed amount of $200 or as may be adjusted from time to time by the Florida legislature pursuant to Section 318.18(5)(c)2, Florida Statutes) assessed from notices of violations and uniform traffic citations issued under SBBC's school bus infraction detection system program as described under this Agreement. Gross revenue 1) does not include the additional amount of $25 imposed, for SBBC for uses listed in Section 316.173(8), Florida Statutes, pursuant to Section 318.18(5)(c)2.,

Florida Statutes, on a notice of violations, on uniform traffic citations, or by the local hearing officer during at the administrative hearing, 2) does not include costs imposed for SBBC for technology and operational costs relating to the hearing process as well as school transportation safety-related initiatives, pursuant to Section 316.173 (6)(b)(5) and 3) does not include credit card processing fees.

(c) "**Law Enforcement Agency**" means a local police department(s) that is authorized to enforce violations of the Florida Uniform Traffic Control Law and has traffic infraction enforcement jurisdiction at the location where the alleged violation occurred and that has entered into an interlocal agreement with SBBC. Law enforcement agency shall include SBBC's BCSPD.

(d) **"Law Enforcement Officer"** means any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations, including Florida highway patrol officers, sheriffs, deputy sheriffs, and municipal police officers. Law Enforcement Officer shall include SBBC's BCSPD officer.

(e) **"Local Hearing Officer"** means an Administrative Law Judge ("ALJ") from the Florida Division of Administrative Hearings ("DOAH") or an attorney, appointed by SBBC, that has been an attorney for the preceding five (5) years, a member in good standing with The Florida Bar to serve as a local hearing officer, pursuant to Section 316.173, Florida Statutes.

(f) "**Notice of Violation**" means a written notice sent to the registered owner of the motor vehicle involved in the violation of the Florida Uniform Traffic Control Law, by the Law Enforcement Agency that SBBC has entered into an Interlocal Agreement with pursuant to Section 316.173(1)(d), Florida Statutes, when the Law Enforcement Agency has determined that there is a violation. The Notice of Violation shall specify the remedies available under Section 318.14, Florida Statutes, must pay the penalty, additional amounts, and cost under Section 318.15(5); furnish an affidavit in accordance with Section 316.173(11) or request an administrative hearing within sixty (60) days after the notice of violation is sent in order to avoid court fees, costs, and the issuance of a uniform traffic citation.

(g) "**School Bus**" means a motor vehicle regularly used for the transportation of prekindergarten disability program and kindergarten through grade 12 students of SBBC District schools to and from school or to and from school activities, and owned, operated, rented, contracted, or leased by SBBC.

(h) "**School Police**" means the Broward County Public Schools Police Department ("BCSPD").

(i) "**Uniform Traffic Citation"** means a citation issued by a Law Enforcement Agency that SBBC has entered into an Interlocal Agreement with pursuant to Section 316.173(1)(d), Florida Statutes or issued by the VENDOR at the direction of the Law Enforcement Agency, and mailed, by certified mail to the registered owner of the motor vehicle involved in the violation, if that owner did not may payment within sixty (60) days after notification , the registered owner has not submitted an affidavit, or the registered owner has not requested an administrative hearing contesting the notice of violation.

2.4 **VENDOR Responsibilities**. VENDOR shall provide SBBC with the commodities and services necessary to provide SBBC with a turnkey school bus infraction detection system program, pursuant to the Florida Uniform Traffic Control Law and shall provide all administrative and support services to operate same program at no out of pocket cost to SBBC as outlined below as follows:

(a) Contingency. Any and all rights that VENDOR may have under this Agreement and responsibilities of the parties under this Agreement are contingent upon SBBC entering into interlocal agreements with any and all appropriate law enforcement agencies authorized to enforce violations of Section 316.172(1)(a) and (b), Florida Statutes within the school district. Should SBBC not be able to enter into interlocal agreements with all appropriate law enforcement agencies or the interlocal agreements between SBBC and the law enforcement agencies are terminated or expire, then VENDOR agrees and admits that it shall not be considered a breach of this Agreement, and as a result, VENDOR shall have no rights or obligations under this Agreement.

(b) Scope of Work. VENDOR shall provide SBBC with the scope of work, commodities, services, obligations, and responsibilities, as described in the RFP, and its Addenda, VENDOR's Proposal, with the exception of and excluding VENDOR's Pricing Option 2, with the exception of and excluding cloud-connected non-enforcement interior and non-enforcement exterior safety cameras, and with the exception of and excluding cloud-connected silent alarm/panic button, and in compliance with this Agreement and the Florida Uniform Traffic Control Law. VENDOR shall monitor local law changes and adjust as needed, with approval by SBBC, to ensure smooth operation and compliance.

1) Interlocal Agreements (ILA). It is the intention of the parties that neither SBBC nor any law enforcement agencies be responsible for any costs, fees, fines, penalties, or the like, associated with SBBC's school bus infraction detection system program. **The SBBC's police department, BCSPD, shall handle all of the law enforcement responsibilities from the enforcement of any violations.** The BCSPD has entered into a Mutual Aid Agreement with BSO to process and handle all the obligations underSection 23.1225, Florida Statutes, which will serve as the ILA for purposes of the statutory requirements and is attached herein as **Exhibit A**.
    - **i.** VENDOR shall reimburse BCSPD for any and all of BCSPD costs associated with the SBBC's school bus infraction detection system program, including costs related but not limited to determinations of violations under Section 316.172(1)(a) or (b), Florida Statutes, participation in administrative hearings, and participation in appeals within thirty (30) calendar days of the date of the invoices that are verified by VENDOR and approved by SBBC. To that end, upon the Effective Date of this Agreement, VENDOR shall establish an account with a minimum balance of Seventy Thousand Dollars and 00/100 Cents ($70,000.00) at all times for the purposes of SBBC timely remitting payment to BCSPD or if applicable any other Law Enforcement Agency.
    - ii. Within thirty (30) calendar days of receipt of BCSPD's and the Law Enforcement Agency's invoices, VENDOR shall verify any and all BCSPD invoices solely for the purpose of verifying time spent and any other expenses and shall certify same to SBBC in writing. Subsequent to SBBC District staff's approval of the invoice, based upon VENDOR's certification, SBBC will pay BCSPD (and if applicable other Law Enforcement Agency) from the account established by VENDOR.

iii. For every other Interlocal Agreement ("ILA") between SBBC and any and all other Law Enforcement Agency(ies), if applicable, VENDOR shall reimburse Enforcement Agency(ies) for any and all costs, which shall be reasonable and billed at regular hourly pay rates, associated with the enforcement of SBBC's school bus infraction detection system program pursuant to the ILA between SBBC and the other Law Enforcement Agency(ies).

iv. VENDOR shall allow for the written Amendment of this Agreement to incorporate any and all other ILAs between SBBC and the respective and appropriate Law Enforcement Agency(ies).

2) Community Education and Public Awareness Campaign.

i. Within thirty (30) calendar days prior to commencing enforcement under the SBBC's school bus infraction detection system program, VENDOR shall utilize its dedicated marketing, communications, and community affairs teams to develop and provide SBBC with full support in SBBC's public announcement and public awareness campaign and notify the public of the specific date on which the program will commence, as required by Section 316.173(3), Florida Statutes. VENDOR's public announcement and public awareness campaign support shall include, but not be limited to the following: Joint press release with the School district and law enforcement, press conference, social media images, impactful videos, and captions created for social media and programmatic advertisements selected by SBBC, communication tools, including parent and community letters, robocall announcements, and text scripts, website landing page content, posters, and age-appropriate educational materials for students to teach about the "Danger Zone," and multilingual campaigns with English, Spanish, Haitian creole, etc. resources to ensure inclusive communication and awareness.

ii. Within thirty (30) calendar days prior to commencing enforcement under the SBBC's school bus infraction detection system program, VENDOR shall issue only a warning to the registered owner of a motor vehicle for a violation of Section 36.172(1)(a) or (b), Florida statute, and shall not impose a civil penalty or additional amount under Chapter 318(5), Florida Statutes.

iii. VENDOR shall ensure that its dedicated marketing, communications, and community affairs teams provides continued support and promotion, including, but not limited to community education programs to promote community awareness for SBBC's websites and communication channels, community and town hall meetings and during critical periods like back-to-school and National School Bus Safety Week.

iv. VENDOR shall cover any and all expenses for and manage SBBC's public announcement and public awareness campaign required by Section 316.173(3), Florida Statutes.

3) Program Initiation and Program Planning.

i. Program Initiation.

1. Immediately, after the Effective Date of this Agreement, VENDOR shall perform any and all necessary fact-finding, program discovery, and other program initiation tasks that include, but is not limited to identify VENDOR's team, identify all stakeholders and transportation points of contact, host project discovery and implementation meetings, perform technical setup, perform insurance setup, gather bus information, collect assets details, collect route details, define installation details, define installation locations, identify school busses in scope (SBBC's entire fleet), establish program governance touchpoints, align on program communication, send information packets to introduce respective teams to each other and gather initial program details, disseminate communications outlining key program benefits and information to familiarize the program to all stake holders, working with law enforcement to create citation templates and citizen correspondence documents.
2. VENDOR shall create for SBBC, a written and/or electronic project plan schedule, with deadlines (approved by SBBC), that contains all information concerning the fact-finding and program initiation tasks.

ii. Program planning.

1. VENDOR shall host a more in-depth stakeholder kickoff meeting, obtain details and requirements for its installation effort, solidify project milestones, prepare the work breakdown structure (WBS), finalize the project schedule and overall project plan, coordinate planning next steps with SBBC employees, law enforcement and court officials, and create scoping processes and associated workflows for all partner stakeholders who serve in key SBBC school bus infraction detection system program roles. Any and all aspects of VENDOR's program planning shall be contingent upon approval by SBBC.
2. Within fifteen (15) calendar days of the Effective Date of this Agreement, VENDOR shall create, with input from SBBC, a detailed electronic project plan, outlining all program requirements, project milestones, deliverables, actions, hardware, installation, software installation, and deadlines (approved by SBBC), that contains all information concerning the fact-finding and program initiation tasks.
3. VENDOR shall provide SBBC with all information and documentation outlined in the SBBC approved detailed project plan schedule within the time periods referenced same schedule.

4) Installation.

i. Software License and Indemnification.

1. AlertBus. AlertBus is VENDOR's complete turnkey secure, web-based citation lifecycle management system for violation processing and review, payment processing court management, and records management. Everything related to SBBC's school bus infraction detection system program is incorporated into AlertBus.
2. Console. Console is VENDOR's advanced fleet management software.
3. License. VENDOR grants to SBBC a limited, non-exclusive license (unlimited in number) to use VENDOR's Console software; and VENDOR grants to SBBC, law enforcement, and anyone necessary in the administration of this Agreement, a limited, non-exclusive license (unlimited in number) to use VENDOR's System, including VENDOR's software, including but not limited to VENDOR's AlertBus software, and VENDOR's Intellectual Property (collectively "VENDOR's Intellectual Property"), solely for the purposes of carrying out this Agreement. This license shall continue for as long as this Agreement remains in effect and shall expire immediately upon termination or expiration of this Agreement.
4. Indemnification. VENDOR hereby agrees to defend, indemnify, and hold harmless the SBBC, its board members, employees, and agents from and against any and all claims, losses, liabilities, costs, expenses, fees, fines, and damages arising out of or relating to any claim by a third-party alleging infringement of United States patent, copyright, trade secrets, or intellectual property rights as to the VENDOR Product(s).
5. VENDOR shall provide any and all SBBC designated personnel, law enforcement, court personnel, stakeholders with unique username and password. Those who are issued a Notices of Violation or Uniform Traffic Citation will also have access to AlertBus to access information related to their Notices of Violation or Uniform Traffic Citation.
6. VENDOR shall timely and appropriately provide assistance to SBBC, law enforcement, local hearing officer, and local hearing officer personnel, and stakeholders in the use of its software.

ii. Hardware/ Enforcement Equipment.

1. Unless otherwise agreed to by District staff and the VENDOR, within ninety (90) calendar days after the Effective date of this Agreement and execution of any required interlocal agreement(s) between SBBC and law enforcement agencies, VENDOR shall utilize service technicians certified by BusPatrol Academy to install, operate, and maintain the Enforcement Equipment on all school buses currently operated by SBBC

and/or its bus contractors, as well as any new school buses acquired during the term of this Agreement, without disruption to transporting students.

2. VENDOR shall install, maintain, and service SBBC's entire fleet of school buses, as well as any new school buses acquired during the term of this Agreement, with the Enforcement Equipment without disruption to SBBC's transportation operations; thereby working nights, weekends, holidays, and any time SBBC makes its school buses available. Additionally, if SBBC updates its school buses, VENDOR shall seamlessly upgrade the Enforcement Equipment at no additional cost to SBBC.

3. The number of buses shall be estimated by asset lists received by VENDOR from SBBC, with a final count of installed buses certified by both VENDOR and SBBC. The order of such installation of VENDOR's System, if any, on SBBC school buses shall be determined by SBBC. This determination will be documented in an implementation plan developed by VENDOR and approved by SBBC prior to implementation.

4. VENDOR shall remove Enforcement Equipment from school buses decommissioned or retired from service and re-install such Enforcement Equipment without unnecessary or undue delay on replacement buses, once VENDOR has properly inspected such Enforcement Equipment and ensured that such Equipment is not damaged or malfunctioning.

5. The Enforcement Equipment shall meet any and all specifications established by the State Board of Education and shall be tested by VENDOR at regular intervals according to the specifications prescribed by the State Board of Education's rules and regulations, pursuant to Section 316.173(18), Florida Statutes.

iii. Signage. VENDOR shall install signage on all school buses in which it installs Enforcement Equipment) in compliance with the Florida Uniform Traffic Control Law. The signage shall occupy at least seventy-five percent (75%) of the available space that does not contain signs or insignia that are required by other applicable law or by the State Board of Education. The signage shall be in the form of one or more signs or stickers and must contain the following elements in substantially the following form:

1. The words "STOP WHEN RED LIGHTS FLASH" or "DO NOT PASS WHEN RED LIGHTS FLASH."

2. The words "CAMERA ENFORCED."
3. A graphic depiction of a camera.

iv. VENDOR shall ensure that it does not damage SBBC's school buses during the installation of the signage, Enforcement Equipment and software. VENDOR shall report to SBBC any damage to SBBC school buses during its installation of the signage, Enforcement Equipment and software. VENDOR shall be responsible for and shall repair any and all damage to SBBC's school buses as a result of the installation or removal of any signage, Enforcement Equipment and software within ninety (90) calendar days, unless otherwise agreed by the parties, in writing.

v. Option to purchase or Removal of BusPatrol Equipment.

1. Upon the termination or the expiration of this Agreement SBBC shall have the option to purchase the Enforcement Equipment at the cost listed in the depreciation schedule dependent upon the Effective Date of the termination of this Agreement, for any and all Enforcement Equipment VENDOR installed on each SBBC school bus. See **Exhibit B**.
2. If SBBC terminates the Agreement and declines the option to procure the Enforcement Equipment, then VENDOR shall remove the Enforcement Equipment from SBBC's school buses no later than one hundred and eighty (180) calendar days from the effective date of the termination. VENDOR shall ensure that it does not damage SBBC's school buses during the removal of the signage, Enforcement Equipment and software. VENDOR shall report to SBBC any damage to SBBC school buses during its removal of the signage, Enforcement Equipment and software. VENDOR shall be responsible for and shall repair any and all damage to SBBC's school buses as a result of the installation or removal of any signage, Enforcement Equipment and software. This requirement and obligation shall survive the termination of this Agreement.
3. Upon the expiration of the original term of this Agreement, SBBC shall own any all Enforcement Equipment VENDOR installed on each SBBC school bus. VENDOR will provide SBBC with any and all documentation concerning ownership and warranty of the Enforcement Equipment.

5) Maintenance. Notwithstanding any other provision of this Agreement, VENDOR shall maintain all parts, repair, or replace the signage, Enforcement Equipment and software, including any components of the onboard systems, at no additional cost to SBBC, unless said damage is as the result of SBBC's gross negligence.
6) Accounts.

i. VENDOR shall establish an electronic payment account and payment gateway for any civil penalties, costs, and/or other amounts

assessed and imposed as a result of violations of the Florida Uniform Traffic Control Law, by all payment methods including credit card (which includes an up to five percent (5%) convenience fee), through VENDOR's System.

ii. VENDOR shall direct its payment processor for all funds collected for any and all civil penalties, costs, and/or other amounts assessed for violations of the Florida Uniform Traffic Control Law to be settled into a segregated account specified, controlled and managed by SBBC. SBBC shall provide reporting access to such account to VENDOR to enable complete tracking and reconciliation of violations.

iii. VENDOR shall provide SBBC with any and all information statements regarding the payments processed on a monthly basis, or sooner upon the reasonable request of SBBC.

iv. Pursuant to Section 316.0083(5)(c), Florida Statutes, if a Notice of Violation is contested and upheld, VENDOR, as a designee for SBBC, shall collect costs paid by petitioner, after conclusion of said hearing. VENDOR shall also collect all other civil penalties and additional amounts from said petitioner. VENDOR shall transmit any and all costs, civil penalties, and additional amounts collected either to its electronic payment account and payment gateway, or - if such amounts are by check and money order – submit same to SBBC's lockbox payment account.

7) Enforcement of School Bus Stop Signal Display Law.

i. All information related to the school bus infraction is contained within AlertBus computer software, including, but not limited to the initial detection of the violation, package preparation and video processing for violator vehicle registration lookup, enforcement review, citation records, Notices of Violation, Uniform Traffic Citations, affidavits, correspondence, call center logs, payment history, late fees, requests for hearing, correspondence confirming receipt of hearing requests, notices of hearing, rescheduled hearing notices, administrative hearing dockets, and administrative hearing management, the completed video evidence package for law enforcement and motorist review, and final orders.

ii. VENDOR shall allow any and all alleged violators to securely access AlertBus to view the recorded evidence and any and all related records pertaining to their violation, administrative hearing process, and appeals.

iii. ALL DETERMINATIONS TO ISSUE A NOTICE OF VIOLATION OR UNIFORM TRAFFIC CITIATION SHALL BE MADE BY AN AUTHORIZED LAW ENFORCEMENT OFFICER FROM BCSPD AND/OR AN AUTHORIZED LAW ENFORCEMENT OFFICER FROM ANY OTHER LAW ENFORCEMENT AGENCY(IES).

iv. Submission of Violation Information to Law Enforcement Agency. As required by 316.173(4), Florida Statutes, within thirty (30) calendar days after VENDOR records an alleged violation of Section 316.172(1)(a) or (b), Florida Statutes on SBBC's school bus infraction detection system, VENDOR shall submit the following listed information to BCSPD (or if applicable other the Law Enforcement Agency):

1. A copy of the recorded video and images showing the motor vehicle allegedly violating Section 316.172(1)(a) or (b), Florida Statutes.
2. The motor vehicle's license plate number and the state of issuance of the motor vehicle's license plate.
3. The date, time, and location of the alleged violation.
4. The name and address of the registered owner of the motor vehicle involved in the alleged violation.

v. Log of Information Submissions and Law Enforcement Agency Determinations. VENDOR shall log and keep a written list of each and every alleged violation and corresponding submission of the above listed information VENDOR submitted to BCSPD and the Law Enforcement Agencies. Such list shall include, at a minimum, a unique tracking number, the date of VENDOR's submission to BCSPD and the Law Enforcement Agencies, the motor vehicle's license plate number, the name and address of the registered owner, the date, time and location of the alleged violation.

vi. Notice of Violation. Within thirty (30) calendar days of VENDOR sending violation information to BCSPD (or, if applicable, other Law Enforcement Agency), if BCSPD (or, if applicable, other Law Enforcement Agency) determined that the motor vehicle violated Section 316.172(1)(a) or (b), Florida Statutes, VENDOR shall mail a Notice of Violation to the registered owner of the motor vehicle involved in the violation specifying the remedies available under Section 318.14, Florida Statutes, and that the violator must pay the penalty under Section 318.18(5), Florida Statutes or furnish an affidavit in accordance with Section 316.173 (10), Florida Statutes within thirty (30) calendar days after the Notice of Violation is sent in order to avoid court fees, costs, and the issuance of a Uniform Traffic Citation. VENDOR shall ensure that VENDOR receives from the Law Enforcement Agency all written and approved determinations that the motor vehicle committed a violation. VENDOR shall send said Notice of Violation by first-class mail and shall include all of the following:

1. A copy of one or more recorded images showing the motor vehicle involved in the violation, including an image showing the license plate of the motor vehicle.
2. The date, time, and location of the violation.

3. The amount of the civil penalty, the date by which the civil penalty must be paid, and instructions on how to pay the civil penalty.
4. Instructions on how to request a hearing to contest liability or the Notice of Violation.
5. A notice that the owner has the right to review, in person or remotely, the video and images recorded by the school bus infraction detection system which constitute a rebuttable presumption against the owner of the motor vehicle that the motor vehicle was used in violation of Section 316.172(1)(a) or (b), Florida Statutes.
6. The time when, and the place or website at which, the recorded video and images may be examined and observed.
7. A warning that failure to pay the civil penalty or to contest liability within sixty (60) calendar days after the notice is sent will result in the issuance of a Uniform Traffic Citation.
8. The remedies available under Section 318.14 Florida Statutes.

vii. Administrative Hearings. SBBC shall either appoint a Local Hearing Officer through the Division of Administrative Hearings ("DOAH") and/or appoint an attorney who is, and has been for the preceding five (5) years, a member in good standing with the Florida Bar to serve as a local Hearing Officer, pursuant to Section 316.173(6), Florida Statutes. VENDOR, on behalf of SBBC, shall coordinate each and every aspect of procuring the Local Hearing Officer and shall create evidence packages, and coordinate with the selected Hearing Officer in preparation for the administrative adjudication process and execute every aspect of the hearing process as follows:

1. VENDOR is responsible for Program costs associated with the Administrative process under Section 316.173(6), Florida Statutes, including any SBBC costs required for an appeal of same.
2. Should SBBC elect to appoint DOAH a Local Hearing Officer, pursuant to Section 316.173(6), Florida Statutes, VENDOR shall coordinate and execute every aspect of the Administrative process with DOAH.
3. Should SBBC elect to appoint an attorney as a Local Hearing Officer, pursuant to Section 316.173(6), Florida Statutes, VENDOR shall coordinate and execute every aspect of the Administrative process with same attorney.
4. Immediately after the Effective Date of this Agreement, VENDOR shall obtain a Request for Hearing form the Department of Highway Safety and Motor Vehicles ("Department") and appropriately update the language of same form, if needed. VENDOR submit both the original Request for Hearing form from the Department and the

updated draft of the Request for Hearing form to SBBC for its approval.

5. VENDOR notify any person who elects to request a hearing under Section 316.173(6), Florida Statutes ("Petitioner") of any and all rights, including appellate rights.
6. Within one hundred twenty (120) calendar days after receipt of a timely request for hearing, VENDOR shall provide the Petitioner, by first-class mail, a replica of the Notice of Violation data by manual or electronic transmission, and shall mail a Notice of Hearing , which shall include a hearing date and may at the discretion of SBBC include virtual and in-person hearing options, coordinate with DOAH.
7. VENDOR shall fully and appropriately support, on behalf of SBBC, any and all hearings requested by petitioners under DOAH or before a Local Hearing Officer appointed by SBBC; and shall provide the Local Hearing Officer with any and all documentation required within the Administrative process, including, but not limited to, court reporter transcripts, the creation of evidence packages.
8. VENDOR shall maintain any and all documentation, pleadings, and the Final Order for any and all Administrative Hearings.
9. VENDOR shall mail, via first-class mail, the final administrative order to the Petitioner.
10. For any Final Orders that uphold the Notice of Violation, VENDOR shall ensure that any and all notification is sent to the Petitioner instructing Petitioner to pay the civil penalties and costs, additional amounts assessed by DOAH and/or other SBBC appointed Local Hearing Officer.
11. VENDOR shall process and collect full payment on all adjudicated upheld Notices of Violation.
12. Within thirty (30) calendar days of receipt of DOAH invoices, VENDOR shall verify any and all Administrative Law Judge and/or other SBBC appointed Local Hearing Officer invoices solely for the purpose of verifying time spent and any other expenses and shall certify same to SBBC's General Counsel.
13. Upon the Effective Date of this Agreement, VENDOR shall establish an account with a minimum balance of Twenty-Five Thousand Dollars and 00/100 Cents ($25,000.00) at all times for the purposes of SBBC remitting payment to the Administrative Law Judge of DOAH and/or other SBBC appointed Local Hearing Officer.

viii. Uniform Traffic Citation.

1. VENDOR shall create a form Uniform Traffic Citation and shall provide it to BCSPD (and, if applicable, other other Law Enforcement Agency).
2. VENDOR shall timely notify BCSPD and, if applicable, any other Law Enforcement Agency,that registered owner has not submitted an affidavit in accordance with Section 316.173 (11), Florida Statutes, or the registered owner has not requested an administrative hearing contesting the Notice of Violation pursuant to Section 316.173(6), Florida Statutes, or the registered owner has not paid the civil penalty due; and appropriately fill in and approve the Uniform Traffic Citation and for issuance of the Uniform Traffic Citation.
3. If the registered owner has not submitted an affidavit in accordance with Section 316.173 (11), Florida Statutes, or the registered owner has not requested an administrative hearing contesting the Notice of Violation pursuant to Section 316.173(6), Florida Statutes, or the registered owner has not paid the civil penalty due, VENDOR, upon written approval of BCSPD and, if applicable,any other Law Enforcement Agency for the issuance of the Uniform Traffic Citation, shall timely mail all Uniform Traffic Citations by certified mail to the address of the registered owner of the motor vehicle involved in the violation, within sixty (60) calendar days after appropriate notification and payment has not been made. VENDOR shall include with the Uniform Traffic Citation, any and all of the information described in Section 316.173(5)(a)-(f), Florida Statutes.
4. In the case of joint ownership of a motor vehicle, VENDOR shall mail the uniform traffic citation to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case VENDOR shall mail the uniform traffic citation to the second name appearing on the registration.

ix. Affidavits.

1. VENDOR shall create a form Notice of Dismissal and any another required forms to be provided BCSPD and/or any other Law Enforcement Agencies.
2. If the owner of the motor vehicle submits an affidavit pursuant to Section 316.173(10), Florida Statutes, VENDOR shall receive the affidavit and required documentation, immediately submit same affidavit to BCSPD and, if applicable, other Law Enforcement Agency, and shall work with the law enforcement

agencies, to appropriately process same affidavit pursuant to Section 316.173, Florida Statutes.

3. Upon receipt of an affidavit and documentation upon receipt of the affidavit pursuant to Section 316.173(11), Florida Statutes, or within sixty (60) calendar days after the date of issuance of a Notice of Violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation, VENDOR shall work with BCSPD and, if applicable, other Law Enforcement Agencyto obtain its dismissal of the notice or citation subsequent to the law enforcement agency's approval, VENDOR shall send a dismissal of the Notice of Violation or Uniform Traffic Citation and provide proof of such dismissal to the person who submitted the affidavit, via first class mail.
4. If, within sixty (60) calendar days after the date of a Notice of Violation sent to a person under Section 316.173(12), Florida Statutes, the law enforcement agency receives an affidavit under Section 316.173(13), Florida Statutes, from the person who was sent a Notice of Violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, subsequent to the law enforcement agency's approval, VENDOR shall notify the registered owner, via first class mail, that the Notice of Violation or Uniform Traffic Citation will not be dismissed due to failure to establish that another person had care, custody, or control of the motor vehicle at the time of the violation.

x. Court/Adjudication Services.

1. VENDOR shall provide SBBC with any and all required services for the adjudication of challenged citations. Such services include but are not limited to, legal representation and/or qualified representative (if allowed by DOAH) for the prosecution at administrative hearing, administrative hearing support to organize dockets and ensure easy access to video evidence for prosecutorial testimony, expert testimony, particularly regarding challenges relating to the technology, system, and equipment or any other automated enforcement process, acknowledgement of hearing requests, administrative hearing date scheduling, issuance of noticed of hearing, issuance of rescheduled notices of hearing, docket preparation, other correspondence as needed, facilitating prosecutor collaboration, providing evidence packages as required to defend all disputes filed by potential violators who request a formal hearing to appeal the Notice of Violation, notes to citation record, drafting notice of final disposition Final Order, appropriate legal representation to prove by preponderance of the evidence whether a violation occurred, application of payments, post-

hearing correspondence and mailing of all necessary documentation, including Final Orders, collection services, and Florida Department of Highway Safety and Motor Vehicles registration flagging support for scofflaws, and provide legal representation and administrative support for appeals of the Final Order .

2. VENDOR shall provide SBBC designated local hearing officers with access to citation records, including but not limited to, the original video and photo evidence package, copies of the mailed citation and mailing records, payment records, correspondence, call center notes, ability to create correspondence, ability to add notes to a citation record, and payment tracking.

xi. Payment processing and collection Services. VENDOR shall process and collect full payment for all Notices of Violation through multiple collection types including credit cards, and automated clearing house (ACH) systems. VENDOR may charge a credit card or electronic processing convenience fee of not more than five percent (5%) to the party making payment upon the violation. VENDOR shall be responsible for any and all reimbursements regarding any and all payments made.

8) Reporting and Data.

i. Monthly Report. VENDOR shall within ten (10) business days following the end of each month during the term of this Agreement, submit a report ("Revenue Reconciliation Report"). The Revenue Reconciliation Report shall at a minimum, detail the number of Notices of Violations and Uniform Traffic Citations issued, the total number and total monthly gross revenue amounts collected from civil penalties, costs, and additional amounts for both Contested and Non-Contested Violations during the previous month (including a line item identifying the amount of credit card processing fees), the number of school buses installed with the Enforcement Equipment, the total amount equal to thirty percent (30%) of gross revenue, the total amount equal to seventy percent (70%) of gross revenue; and any additional reports required by SBBC, or required by the Florida Uniform Traffic Control Law.

ii. Quarterly Report. VENDOR shall, in consultation with the law enforcement agencies with which SBBC has interlocal agreements, submit a quarterly report to SBBC each January 20, April 20, July 20, and October 20 of each year during the term of this Agreement, that details the results of SBBC's school bus infraction detection system in the preceding quarter. Such report shall contain any information required by the Florida Department of Highway Safety and Motor Vehicles, including, but not limited to the following:

1. The number of SBBC school buses that have a school bus infraction detection system installed, including the date of

installation and, if applicable, the date the systems were removed.

2. The number of Notices of Violations and Uniform Traffic Citations, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid.
3. Data for each infraction to determine locations in need of safety improvements. Such data may include, but is not limited to, global positioning system coordinates of the infraction, the date and time of the infraction, and the name of the school that the SBBC school bus was transporting students to or from.
4. Any other statistical data and information required by the Florida Department of Highway Safety and Motor Vehicles to complete its report pursuant to Section 316.173(17) (c), Florida Statutes.

iii. Maintenance of Data. VENDOR shall maintain any and all data for reporting purposes for at least two (2) years after SBBC reports such data in compliance with Section 316.173(17) (b), Florida Statutes.

9) Training.

i. VENDOR shall provide all designated SBBC employees (including bus drivers), agents, stakeholders, BCSPD and, if applicable, other Law Enforcement Agency, and Local Hearing Officer, Local Hearing Officer personnel with any and all necessary training on the proper use of any and all Enforcement Equipment and software including, but not limited to AlertBus computer software, and Console computer software.

ii. Such trainings shall be live classroom-style setting or remotely through online meetings and webinars.

iii. VENDOR shall provide all materials for live classroom training sessions, including, but not limited to all printed training materials and work instructions.

iv. SBBC District students. VENDOR shall provide educational materials, including a school communication toolkit with multilingual parent letters, social media materials, poster, and age-appropriate student educational materials.

2.5 **SBBC Responsibilities**.

(a) Contingency. SBBC's responsibilities under this Agreement are contingent upon SBBC entering into interlocal agreements with all appropriate law enforcement agencies authorized to enforce violations of Section 316.172(1)(a) and (b), Florida Statutes within the school district. Should SBBC not be able to enter into interlocal agreements with all appropriate law enforcement agencies, or the interlocal agreements between SBBC and the law enforcement

agencies are terminated or expire, then SBBC has no obligations and no liabilities under this Agreement and may terminate this Agreement.

(b) Interlocal Agreements.

1) With aid and support from VENDOR, as described in this Agreement, SBBC shall enter into interlocal agreements and/or mutual aid agreements) with any and all appropriate law enforcement agencies, in accordance with the Florida Uniform Traffic Control Law that includes the establishment of appropriate joint responsibilities of enforcement of violations of Section 316.172(1)(a) and (b), Florida Statutes, including but not limited to, determining whether or not the motor vehicle violated Section 316.172(1)(a) or (b), Florida Statutes, authorizing the submission of Notice of Violations, authorizing the submission of uniform traffic citations, appropriately authorize the dismissal of Notices of Violations, appropriately authorize the dismissal of uniform traffic citations, review of affidavits, and consultation as to Quarterly Reports to the Florida Department of Highway Safety and Motor Vehicles as to the results of SBBC's school bus infraction detection system.
2) SBBC shall oversee and facilitate the coordination and communication between VENDOR and BCSPD and any other the Law Enforcement Agencies that have entered into an interlocal agreement with SBBC.

(c) With aid and support from VENDOR, as described in this Agreement, SBBC shall make a public announcement and conduct a public awareness campaign of its proposed use of school bus infraction detection systems at least thirty (30) calendar days before commencing enforcement under its school bus infraction detection system program and notify the public of the specific date on which the program will commence, in compliance with Section 316.173(3), Florida Statutes.

(d) SBBC shall within thirty (30) calendar days of the Effective Date of this Agreement designate in writing and provide to VENDOR, SBBC personnel who will serve as VENDOR's points of contact for day-to-day operational issues, matters and concerns in the following areas: Program Management, Law Enforcement, Court, Finance, and Information Technology. The designated SBBC points of contact are subject to change and may be updated or revised as necessary by SBCC at any time.

(e) SBBC shall provide VENDOR with electronic copies of school bus asset lists that contain, at a minimum, SBBC's school bus fleet vehicle identification numbers ("VINs") and license plate numbers (the "Bus List"). SBBC agrees to provide VENDOR with an updated Bus List as soon as reasonably practicable, upon any changes to the SBBC school bus fleet.

(f) SBBC shall provide VENDOR with access to SBBC's school buses, along with the reasonable coordination assistance necessary for VENDOR to install, operate and maintain the Enforcement Equipment and software without disruption to SBBC's transportation operations (i.e. nights, weekends, holidays, and any time that SBBC makes its school buses available.

(g) SBBC shall oversee and facilitate the coordination and communication between VENDOR and enforcement and adjudication entities including, but not limited to, Florida

Highway Safety and Motor Vehicles, the Administrative Office of the Courts, the Seventeenth Judicial Circuit Court of Broward County, Florida, and DOAH, and other Local Hearing Officers, to participate in the SBBC's school bus infraction detection system program.

(h) SBBC or its designee shall set the cost per violation for any petitioner found liable on a hearing to contest liability on a Notice of Violation, provided that such amount shall not exceed Two Hundred and Fifty Dollars and 00/100 Cents ($250.00) in accordance with Section 316.0083(5)(e), Florida Statute. Such cost is exclusively for SBBC and not to be included in the Gross Revenue.

(i) Within fifteen (15) calendar days after receiving verification and certification from VENDOR, SBBC District Staff will review and if appropriate, approve any and all BCSPD and, if applicable, other Law Enforcement Agency invoices and pay same from directly from the account created by VENDOR on behalf of SBBC.

(j) Within fifteen (15) calendar days after receiving verification and certification from VENDOR, SBBC will review, and if appropriate, approve any and all DOAH Administrative Law Judge and other SBBC appointed Local Hearing Officer invoices and pay same from directly from the account created by VENDOR on behalf of SBBC.

(k) Upon execution of this Agreement, SBBC shall establish a lockbox payment account for check and money order payments. On at least a monthly basis, SBBC shall provide VENDOR with reporting of all payments received into the lockbox to facilitate complete reconciliation of paid and unpaid violations by VENDOR. SBBC shall work with VENDOR to ensure reporting includes necessary violation information to perform such reconciliations.

(l) Upon execution of this Agreement, SBBC shall establish a bank account for the receipt of daily deposits of fine payments received through VENDOR payment processor. SBBC shall provide VENDOR with read access for reporting and reconciliation purposes.

2.6 **Cost and Payment**.

(a) Cost.

1) The total cost, expenses, fees, reimbursements and the like for any and all commodities and services that VENDOR provides to SBBC under this Agreement, shall be paid by VENDOR. VENDOR shall also reimburse any and all salaries, costs, fees, and the like to SBBC on behalf of BCSPD, and to any other Law Enforcement Agency, under an ILA with SBBC (and, if applicable, under any other ILA with any other Law Enforcement Agency) for any and all work performed by BCSPD under this Agreement, and performed by any other Law Enforcement Agency under an ILA with SBBC , pay any and all costs associated with the Local Hearing Officer and the administrative process, appeals, and any other costs associated with SBBC's School Bus Infraction Program under this Agreement, under any circumstances, including, but not limited to insufficiency of gross revenue amounts to pay VENDOR under this Agreement.

2) SBBC shall bear no direct or indirect costs, fees, penalties or the like under this Agreement, including from VENDOR for any and all commodities provides or Services that VENDOR performs and/or provides under this Agreement.
3) The amounts that will be retained and/or disbursed to SBBC under this Agreement shall be as follows:
    i. thirty percent (30%) of gross revenue, and
    ii. costs (not to exceed $250 as determined by SBBC staff) paid by the petitioner pursuant to Section 316.0083(5)(e), Florida Statutes, and
    iii. additional amounts of $25 imposed on a notice of violation, on a uniform traffic citation, or by the court pursuant to Section 318.18(5)(c)(2), Florida Statutes.
4) Consideration to VENDOR for any and all commodities and services that it performs for SBBC under this Agreement shall be disbursed to VENDOR as follows:
    i. seventy percent (70%) of gross revenue

(b) Payment.
1) All amounts paid to VENDOR for the performance of the services called for in this Agreement shall be paid from gross revenue in accordance with Section 2.6(a)(3)(ii). VENDOR admits that insufficiency of gross revenue amounts collected shall not be construed as non-payment by SBBC to VENDOR under this Agreement.
2) VENDOR shall timely remit to SBBC, by Automated Clearing House (ACH) deposit directly into SBBC's bank account, any and all Section 316.0083(5)(e), Florida Statutes Cost amounts, as established by SBBC.
3) Upon the Effective date of this Agreement, VENDOR shall establish an account with a minimum balance of Twenty-Five Thousand Dollars and 00/100 Cents ($25,000.00) at all times for the purposes of SBBC remitting payment to the Administrative Law Judge of DOAH and/or other SBBC appointed Local Hearing Officer.
4) Upon the Effective Date of this Agreement, VENDOR shall establish an account with a minimum balance of Seventy Thousand Dollars and 00/100 Cents ($70,000.00) at all times for the purposes of SBBC timely remitting payment to BCSPD (or, if applicable, any other Law Enforcement Agency).
5) Revenue Reconciliation Report. VENDOR shall within ten (10) business days following the end of each month during the term of this Agreement, submit a Revenue Reconciliation Report. The Revenue Reconciliation Report shall at a minimum, detail the total number of Notices of Violations issued; the total number of Uniform Traffic Citations issued the total monthly gross revenue amounts collected from civil penalties, the total monthly amounts collected, and the total monthly costs collected for all Notices of Violations and Uniform Traffic Citations issued during the previous month (including a line item identifying the amount of credit card processing fees) the total amount monthly gross revenue amounts from civil penalties not collected, the total amounts not collected, and total amount of costs not collected for all Notices of Violations and Uniform Traffic Citations issued; the number of school buses installed with the Enforcement Equipment; the

total amount equal to thirty percent (30%) of gross revenue; the total amount equal to seventy percent (70%) of gross revenue; and any additional reports required by SBBC, or required by the Florida Uniform Traffic Control Law.

6) SBBC shall review the Revenue Reconciliation Report within thirty (30) calendar days of receipt of same for accuracy. VENDOR shall make corrections to the Revenue Reconciliation Report as directed by SBBC.
7) Upon SBBC's approval of the Revenue Reconciliation Report, and within thirty (30) calendar days of SBBC's receipt of the approved Revenue Reconciliation Report SBBC will pay to VENDOR seventy percent (70%) of gross revenue collected in the month. To the extent SBBC has outstanding questions or dispute regarding the Monthly Report, SBBC shall notify VENDOR in writing and remit any undisputed amount to VENDOR.
8) Upon SBBC's approval of the Revenue Reconciliation Report, and within thirty (30) calendar days of SBBC's receipt of the approved Revenue Reconciliation Report SBBC will retain and/or disburse to SBBC the following amounts:
    i. thirty percent (30%) of gross revenue collected in the month, and
    ii. costs (not to exceed $250 as determined by SBBC staff) paid by the petitioner pursuant to Section 316.0083(5)(e), Florida Statutes collected in the month, and
    iii. additional amounts of $25 imposed on a notice of violation, on a uniform traffic citation, or by the court pursuant to Section 318.18(5)(c)(2), Florida Statutes collected in the month.

2.7 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDORS's use or re-disclosure of education records may violate applicable federal and state laws, and subject VENDOR to the penalties thereof.

2.8 **VENDOR Safeguarding Confidentiality of Education Records.**

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law, unless the parent of each student or a student age 18 years or older whose education records are to be shared, provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.9 **SBBC Disclosure of Employee Records.**

(a) Purpose. SBBC staff will provide VENDOR with the SBBC employee records in this section for the following purposes:

1) If permitted by law, VENDOR shall allow authorized SBBC employees to view secure video footage, recorded images, audio, and other information from Enforcement Cameras that may capture the interiors of SBBC school buses (which may include images of bus drivers and students), or capture traffic violations surrounding SBBC school buses, via VENDOR's secure server. This SBBC school

bus infraction detection system is in accordance with the Florida Uniform Traffic Control Law.

(b) Employee Records. SBBC will provide VENDOR with the following SBBC employee records, via secure email:

1) Authorized employee first and last name.

2) Authorized employee SBBC email address.

(c) The requirements of this section shall supersede any uses and disclosures of personnel records as listed in VENDOR privacy policies.

2.10 **VENDOR Safeguarding the Confidentiality of SBBC Employee Records.**

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

1) Fully comply with the requirements of state or federal law or regulations regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including but not limited to those required by Section 501.171, Florida Statutes.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.11 **SBBC Disclosure of Security Records.**

(a) Purpose. VENDOR will have access to SBBC security records listed in this section for the following purposes:

1) If permitted by law, for VENDOR to provide sign-in access to authorized SBBC personnel to view video footage, recorded images, audio, and other information from Enforcement Cameras that may capture the interiors of SBBC school buses (which may include images of bus drivers and students), via VENDOR's secure server.

2) If permitted by law, for VENDOR to provide sign-in access to authorized SBBC personnel to view video footage, recorded and Enforcement Cameras that capture traffic violations surrounding SBBC school buses, via VENDOR's secure server. This school bus infraction detection solution is in accordance with the Florida Uniform Traffic Control Law.

3) For VENDOR to consistently and timely maintain and troubleshoot issues with VENDOR's System.

(b) Security Records. VENDOR will have access, via VENDOR's secure server, to the recordings and real time images of information captured on Enforcement Cameras on SBBC school buses. This information includes:

1) Video footage

2) Recorded Images

3) Audio

(c) The requirements of this section shall supersede any uses and disclosures of security records as listed in VENDOR's privacy policies.

2.12 **VENDOR Safeguarding the Confidentiality of SBBC Security Records**.

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

1) fully comply with the requirements of state or federal law or regulations regarding the confidentiality of security records; and

2) hold the security records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) only share security records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of security records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) protect security records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the security records and information; and

2) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of security records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.13 **Assessment of Data Protection Controls**.

(a) SHERIFF or any of SHERIFF's subcontractors with access to SBBC data shall provide an attestation stating SHERIFF and/or SHERIFF's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this

Agreement and before the commencement of services by SHERIFF or any of SHERIFF's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are utilized for all of the following actions:

1) Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2) Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

3) Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet SHERIFF's objectives while also ensuring the data is protected from unauthorized use or disclosure.

4) Monitoring compliance with established security controls.

(c) SHERIFF and/or SHERIFF's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. SHERIFF shall provide SBBC an attestation of continued compliance by SHERIFF and/or SHERIFF's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.14 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both SBBC and VENDOR.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.15 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:	Executive Director Student Transportation and Fleet Services The School Board of Broward County, Florida 3831 Northwest 10th Avenue Oakland Park, Florida 33309
With a Copy to:	Chief, Broward County Schools Police The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, Florida 33351
To VENDOR:	Steve Randazzo, Chief Growth Officer BusPatrol America LLC 8560 Cinder Bed Road, Suite 100 Lorton, Virginia 22079
With a Copy to:	Karoon Monfared, Chief Executive Officer BusPatrol America LLC 8560 Cinder Bed Road, Suite 100 Lorton, Virginia 22079
With a Copy to:	Christiana Stover, Associate General Counsel BusPatrol America LLC 8560 Cinder Bed Road, Suite 100 Lorton, Virginia 22079

2.16 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening

will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement ("FDLE") to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC-issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost to SBBC, all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, reimbursements, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.20 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance, and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "BusPatrol America LLC does not own any vehicles. If BusPatrol America LLC acquires any

vehicles during the term of the Agreement, BusPatrol America LLC agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.21 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring,

or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.22 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

2.24 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.25 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.26 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with The School Board of Broward County, Florida, must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The nongovernmental entity shall attach hereto as **Exhibit C** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute.The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

2.27 **Incorporation by Reference**. **Exhibits A**, **B**, and **C** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **Limited Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity, except as specifically stated below. None of the parties intend to directly or substantially benefit a third-party by this Agreement, except for BCSPD, any other Law Enforcement Agency, if applicable, and the Division of Administrative Hearings (DOAH) or other Local Hearing Officer as specifically stated in this Agreement and in those respective Agreements with SBBC. The parties agree that, except for BCSPD, any other Law Enforcement Agency, if applicable, and the Division of Administrative Hearings (DOAH) or other Local Hearing Officer as specifically stated in this Agreement and in those respective Agreements with SBBC, there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in

equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon ninety (90) calendar days' written notice to the VENDOR of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a refund or *pro rata* refund of any amounts or pre-paid amounts made under this Agreement. SBBC has no liability for VENDOR's property left on SBBC's property by any party to this Agreement after the termination of this Agreement. VENDOR agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ninety (90) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement nis not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Kathy Dupuy-Bruno, Esq., B.C.S.
General Counsel
Office of the General Counsel

and

_____
Kathelyn Jacques-Adams, Esq., B.C.S.
Assistant General Counsel
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

BUSPATROL AMERICA LLC

ATTEST:

By: E. Brad Conrad
Signature

_____, Secretary

-or-

K. Hue
Witness

_____
Witness

Print Name: E. Brad Conrad

Title: CFO

Date: 5/27/26

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

STATE OF Texas

COUNTY OF Travis

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 27, 2026 (*date*) by Erich Bradley Conrad (*name of officer or agent, title of officer or agent*) of BusPatrol America LLC (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Drivers License (*type of identification*) as identification and did first take an oath this 27 day of May, 2026.

My Commission Expires:

2/22/2030

Lee Holbrook
Signature – Notary Public

Lee Ann Holbrook
Printed Name of Notary

(SEAL)

LEE ANN HOLBROOK
Notary Public, State of Texas
Comm. Expires 02-22-2030
Notary ID 133604401

133604401
Notary's Commission No.

Docusign Envelope ID: 676E7DFC-EDAE-8694-8006-7183C729DEC9

Exhibit A

LAW ENFORCEMENT MUTUAL AID AND INTERLOCAL AGREEMENT FOR SCHOOL BUS INFRACTION DETECTION SYSTEM ENFORCEMENT

This Mutual Aid and Interlocal Agreement ("Agreement") is entered into pursuant to Section 23.1225, Florida Statutes, by and between the Broward County Sheriff's Office ("BSO") and The School Board of Broward County, Florida, acting through the Broward County Public Schools Police Department ("BCPSPD") (collectively, the "Parties").

WHEREAS, Section 23.1225, Florida Statutes, authorizes law enforcement agencies to enter into voluntary cooperation agreements for the provision of mutual aid and the enforcement of laws across jurisdictional boundaries;

WHEREAS, the Parties recognize the need for coordinated traffic enforcement efforts to promote roadway safety, reduce traffic-related injuries and fatalities, and ensure consistent enforcement of the traffic laws of the State of Florida;

WHEREAS, the Parties desire to authorize sworn law enforcement personnel and Traffic Infraction Enforcement Officers (F.S. 316.640(5)) to exercise full law enforcement authority across jurisdictional lines for the enforcement of applicable traffic laws, including the issuance of uniform traffic citations;

WHEREAS, such mutual aid and cooperation will enhance operational efficiency, maximize the use of available law enforcement resources, and improve public safety outcomes within Broward County;

WHEREAS, the School Board desires to implement a school bus infraction detection system program for the purpose of enhancing student transportation safety and enforcing violations of Sections 316.172 and 316.173, Florida Statutes; and

WHEREAS, Section 316.173, Florida Statutes, authorizes school districts to implement school bus infraction detection systems and requires the district to enter into an agreement with one or more law enforcement agencies to establish enforcement responsibilities and reimbursement of costs associated with such systems; and

WHEREAS, BSO possesses jurisdictional authority over traffic enforcement within Broward County, Florida; and

WHEREAS, the Parties desire to establish a comprehensive and legally compliant framework governing enforcement, adjudication, data handling, reporting, and interagency coordination consistent with Florida law;

WHEREAS, nothing in this Agreement is intended to limit the inherent authority of sworn law enforcement officers to enforce the laws of the State of Florida, but rather to formally document and authorize the exercise of such authority across jurisdictional boundaries in accordance with Section 23.1225, Florida Statutes. This includes the provisions of F.S. 1006.12(2)(b) which states that *"[a] school safety officer has and shall exercise the power*

to make arrests for violations of law on district school board property or on property owned or leased by a charter school under a charter contract, as applicable, and to arrest persons, whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. A school safety officer has the authority to carry weapons when performing his or her official duties."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. PURPOSE AND NATURE OF ASSISTANCE

The purpose of this Agreement is to establish a voluntary cooperation written agreement for routine law enforcement assistance pursuant to Section 23.1225, Florida Statutes, whereby authorized personnel may exercise cross-jurisdictional authority within Broward County for the enforcement of applicable laws.

The nature of assistance provided under this Agreement shall include

(a) enforcement of violations of Sections 316.172 and 316.173, Florida Statutes, through a school bus infraction detection system program;

(b) issuance of uniform traffic citations, warnings, and notices of violation;

Authorized personnel acting pursuant to this Agreement shall have the same powers, duties, rights, and immunities as if acting within their employing jurisdiction, consistent with Florida law.

SECTION 2. PROCEDURES FOR AUTHORIZATION, OPERATION AND GEOGRAPHIC SCOPE

This Agreement shall constitute standing authorization for the provision of assistance without the necessity of case-by-case requests. However, program implementation and operational deployment shall be conditioned upon the School Board's certification that all statutory prerequisites, including system compliance, required signage, and public awareness measures, have been satisfied. BCPSPD shall maintain records of all enforcement actions undertaken pursuant to this Agreement and shall make such records available to BSO upon reasonable request. The Parties agree that assistance may be suspended, curtailed, or modified upon written notice in the event of equipment malfunction, legal noncompliance, public safety concerns, or material breach of this Agreement, and that each Party retains discretion regarding the extent and continuation of its participation.

Sworn law enforcement officers acting pursuant to this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing their duties within their employing jurisdiction, consistent with Section 23.1225, Florida Statutes.

The authority granted under this Agreement shall apply within the geographic boundaries of Broward County, Florida, and any jurisdictional areas in which the Parties are authorized to operate pursuant to law.

SECTION 3. GENERAL TRAFFIC ENFORCEMENT AUTHORITY

Authorized personnel acting pursuant to this Agreement may enforce applicable traffic laws within the participating jurisdictions, as provided in Florida Statutes 316.172 and 316.173.

All enforcement actions shall be conducted in accordance with applicable law and agency policies. This Agreement constitutes standing authorization for such enforcement across jurisdictional boundaries consistent with Section 23.1225, Florida Statutes.

SECTION 4. COMMAND AND SUPERVISORY RESPONSIBILITY

BCPSPD personnel acting pursuant to this Agreement shall remain under the command and control of BCPSPD for purposes of administrative enforcement of school bus stop-arm violations; however, BSO shall retain primary operational authority over general law enforcement activities within its jurisdiction.

SECTION 5. LIABILITY, WORKERS' COMPENSATION, AND PROPERTY RESPONSIBILITY

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents and shall retain all applicable sovereign immunity protections and limitations of liability under Florida law. Each Party shall be solely responsible for providing workers' compensation coverage for its employees and for any injuries sustained in the course of their employment. Each Party shall bear responsibility for damage to its own equipment and property used in connection with this Agreement. Nothing herein shall be construed as creating a duty to indemnify another Party beyond that permitted by law, nor shall this Agreement be deemed to waive any defenses or immunities available under Florida law.

SECTION 6. COMPENSATION AND REIMBURSEMENT

The Parties agree that, unless otherwise expressly provided in a written amendment to this Agreement, no compensation shall be owed by one Party to another for services rendered pursuant to this Agreement. The School Board shall be solely responsible for all costs associated with the implementation and operation of the school bus infraction detection system program, including but not limited to vendor services, administrative processing, mailing of notices and citations, evidentiary handling, and administrative hearing costs. Civil penalties collected under Section 316.173 and Section 318.18(5), Florida Statutes, shall be distributed as required by statute and contractual obligations, . In the event the Parties agree to reimbursement for specific services, such reimbursement

shall be documented in a written amendment specifying the nature of services, rates, invoicing procedures, and payment terms.

SECTION 7. VIOLATION PROCESSING AND ENFORCEMENT PROCEDURES

Enforcement actions related to school bus infraction detection systems shall specifically comply with Section 316.173, Florida Statutes. Recorded violations shall be transmitted to the appropriate law enforcement personnel within the statutorily prescribed time period, and a sworn law enforcement officer shall review such evidence to determine whether a violation has occurred. Upon a determination that a violation has occurred, a notice of violation shall be issued by first-class mail within the time required by law and shall contain all statutorily required information, including the date, time, and location of the violation, the amount of the civil penalty, instructions for payment, and information regarding the right to contest the violation. The registered owner shall be afforded a period of sixty (60) days to respond by payment, request for hearing, or submission of an affidavit. In the event of noncompliance within the prescribed period, a uniform traffic citation shall be issued, transmitted by certified mail, and filed with the Clerk of Court in accordance with Chapter 318, Florida Statutes.

SECTION 8. AFFIDAVITS, REASSIGNMENT, AND ENFORCEMENT CONTINUITY

The agency issuing the citation shall implement procedures consistent with Section 316.173 governing affidavits submitted by registered owners asserting that another individual had care, custody, or control of the vehicle or otherwise establishing a statutory defense. Upon receipt of a valid affidavit within the required timeframe, the issuing agency shall take appropriate action, including dismissal where required by law or issuance of a notice of violation to the identified individual within the statutorily prescribed period. Procedures shall also be established by the issuing agency for handling denials, re-notification, and referral of false affidavits for enforcement in accordance with applicable law.

SECTION 9. ADMINISTRATIVE HEARINGS

Administrative hearings related to notices of violation issued pursuant to this Agreement shall be conducted through the Florida Division of Administrative Hearings ("DOAH") pursuant to a separate contractual arrangement between the School Board and DOAH. DOAH shall be responsible for maintaining the hearing docket, scheduling proceedings, and issuing orders consistent with applicable law. All hearings shall be conducted in accordance with the requirements of Section 316.173, including the application of a preponderance of the evidence standard and the provision of due process protections. All costs associated with administrative hearings shall be borne solely by the School Board. Appeals from final administrative orders shall be conducted in accordance with applicable law.

SECTION 10. UNIFORM TRAFFIC CITATIONS AND CLERK OF COURT

Citations issued pursuant to this Agreement shall be filed and prosecuted in the appropriate court having jurisdiction over the location where the violation occurred. Officers issuing citations shall comply with all applicable court procedures and requirements.

Uniform Traffic Citations issued pursuant to this Agreement shall be processed in accordance with Chapter 318, Florida Statutes, and shall be filed with the Clerk of Court for Broward County. The Clerk of Court shall perform all statutory functions associated with the processing, docketing, and disposition of such citations, and nothing in this Agreement shall be construed to alter or limit the duties of the Clerk.

SECTION 11. DATA GOVERNANCE, PRIVACY, AND RECORDS MANAGEMENT

All data, images, and recordings obtained through the school bus infraction detection system shall be used solely for traffic enforcement under Section 316.173 and, as expressly permitted by Section 316.173., Florida Statutes, for purposes of determining criminal or civil liability for incidents captured by the system incidental to such permissible use. Such data shall not be used for remote or general surveillance or unrelated purposes. The issuing agency shall ensure that personally identifiable information is obscured or redacted to the extent practicable and that access to such data is restricted to authorized personnel. All records shall be retained and destroyed by the issuing agency in accordance with statutory requirements, including the destruction of recordings within ninety (90) days following final disposition of the associated enforcement action. The issuing agency shall require that all vendors provide annual written certification confirming compliance with destruction requirements. The issuing agency shall ensure that motor vehicle owner information obtained in connection with the program is not be treated as vendor property and shall be used solely for authorized enforcement purposes. The issuing agency shall comply with Chapter 119, Florida Statutes, and shall coordinate responses to public records requests involving shared data.

SECTION 12. EVIDENCE HANDLING AND CHAIN OF CUSTODY

The issuing agency shall establish and maintain procedures to ensure the integrity, authentication, and traceability of all evidence used in enforcement actions, including secure transmission, logging, storage, and retrieval of video and photographic records. Sworn law enforcement officers shall certify their review of evidence prior to issuance of notices or citations, and records shall be maintained to establish a chain of custody for evidentiary purposes.

SECTION 13. PROGRAM IMPLEMENTATION REQUIREMENTS

The School Board shall be responsible for ensuring compliance with all statutory prerequisites for program implementation, including the installation of required signage on school buses and the completion of a public awareness campaign of not less than thirty (30) days prior to the issuance of civil penalties, during which only warnings shall be issued.

SECTION 14. COORDINATION WITH OFFICER-INITIATED ENFORCEMENT

The issuing agency shall implement procedures to ensure that automated enforcement under this Agreement does not duplicate or conflict with citations issued by law enforcement officers in the field. In circumstances in which a law enforcement officer issues a citation for the same violation at the time of the occurrence, automated enforcement shall not proceed.

Nothing in this section shall be construed to limit or restrict an officer's independent authority to initiate traffic enforcement actions, including the issuance of uniform traffic citations, outside of automated enforcement systems.

SECTION 15. REPORTING AND RECORD RETENTION

The School Board shall be responsible for compiling and submitting all reports required by Section 316.173, including quarterly reports to the appropriate state agency, and shall maintain all required records for a minimum of two (2) years. BSO shall cooperate in providing information necessary to complete such reports.

SECTION 16. TERM, TERMINATION, AND SUSPENSION

This Agreement shall become effective upon execution by all Parties ("Effective Date").

The term of this Agreement shall be for a period of five (5) years from the Effective Date and shall automatically renew for an additional two (2) years unless terminated by either party.

Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party. Either Party may immediately suspend or terminate participation in the event of legal noncompliance, or public safety concerns.

Termination of this Agreement shall not affect any enforcement actions initiated prior to the effective date of termination, and such actions shall proceed to final disposition in accordance with applicable law.

SECTION 17. NOTICE

All notices, requests, demands, and other communications required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by a nationally recognized overnight delivery service, sent by certified or registered mail (return receipt requested), or sent by electronic mail with confirmation of receipt, to the Parties at the addresses set forth below, or to such other address as a Party may designate by Notice given in accordance with this section.

AS TO THE BOARD:

Dr. Howard Hepburn, Superintendent
Broward County Public Schools
600 SE Third Ave
Ft. Lauderdale, Florida 33301
Phone: 754-321-2600 Fax: 754-321-2701

WITH COPY TO:

Kevin Nosowicz, Chief of Police
Broward County Public Schools Police Department
600 SE Third Ave
Ft. Lauderdale, Florida 33301
Phone: 754-321-2600 Fax: 754-321-2701

General Counsel
Broward County Public Schools
600 SE Third Ave
Ft. Lauderdale, Florida 33301
Phone: 754-321-2600 Fax: 754-321-2701

AS TO THE BROWARD COUNTY SHERIFF'S OFFICE:

Sheriff Dr. Gregory Tony
Broward Sheriff's Office
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

Terrence Lynch, General Counsel
Broward Sheriff's Office
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

SECTION 18. DISPUTE RESOLUTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising hereunder shall lie exclusively in Broward County, Florida. The Parties shall make good faith efforts to resolve disputes prior to initiating litigation.

SECTION 19. FILING AND EXECUTION

This Agreement shall be executed by the authorized chief executive officers of the Parties and shall be filed with the Florida Department of Law Enforcement within fourteen (14) days of execution in accordance with Section 23.1225, Florida Statutes.

SECTION 20. SEVERABILITY AND ENTIRE AGREEMENT

If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sara Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Kathy Dupuy-Bruno
General Counsel

Docusign Envelope ID: 676E7DFC-EDAE-8694-8006-7183C729DEC9

FOR BSO:

BROWARD SHERIFF'S OFFICE
BROWARD COUNTY, FLORIDA

By: Signed by: Undersheriff Steve Robson 4F013AD80F1C461... SR for GT
Dr. Gregory Tony, Sheriff

Date: 5/29/2026 | 10:19 AM EDT

Approved as to Form and Legal Content:

DocuSigned by: Terrence Lynch 84C9E594DDEB4B3...
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Initial HLF

EXHIBIT B

Purchase Depreciation Schedule
for Enforcement Camera Systems installed by Vendor on SBBC School Buses
for sale to SBBC, at its option, upon term expiration of this Agreement per section 2.1 or SBBC termination per section 3.5

Month in original term	Purchase value for Enforcement Cameras per school bus	Month in original Term	Purchase value for Enforcement Cameras per school bus
1	$10,000.00	25	$4,286.00
2	$9,762.00	26	$4,048.00
3	$9,524.00	27	$3,810.00
4	$9,286.00	28	$3,571.00
5	$9,048.00	29	$3,333.00
6	$8,810.00	30	$3,095.00
7	$8,571.00	31	$2,857.00
8	$8,333.00	32	$2,619.00
9	$8,095.00	33	$2,381.00
10	$7,857.00	34	$2,143.00
11	$7,619.00	35	$1,905.00
12	$7,381.00	36	$1,667.00
13	$7,143.00	37	$1,429.00
14	$6,905.00	38	$1,190.00
15	$6,667.00	39	$952.00
16	$6,429.00	40	$714.00
17	$6,190.00	41	$476.00
18	$5,952.00	42	$0.00*
19	$5,714.00		
20	$5,476.00		
21	$5,238.00		
22	$5,000.00		
23	$4,762.00		
24	$4,524.00		

***(e.g. during first extended term, second extended term, 180-days beyond expiration of renewal period, term extension due to formal written protest of subsequent Agreement award process, etc.)**

Exhibit C

FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

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

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

Name of Entity: BusPatrol America LLC

Entity's Address: 8560 Cinder Bed Road, Suite 100, Lorton, Virginia 22079

Entity's Email Address:

Entity's Phone Number:

Entity's FEIN: 82-2021105

Signature of Entity's Officer or Representative: E. Brad Conrad

Printed Name: E. Brad Conrad

Title: CFO

Date: 5/27/26

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	SS. Schools (Learning Communities)
DEPARTMENT:	South Regional Superintendent

Agenda Item Number:	S-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Boys Town South Florida, Inc. Agreement

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida and Boys Town South Florida, Inc. District 1

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Alan Strauss	Phone:	754-321-3210
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 8, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Boys Town South Florida, Inc. Agreement

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Boys Town South Florida, Inc.

General Information

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

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Through the Boys Town South Florida, Inc. initiative titled "Lift with Boys Town," students at Stirling Elementary School can continue the process of receiving daily full-time on-site support in the form of a Behavior Support Specialist and wraparound support services for students and their families.
If the School Board votes "No"	• Stirling Elementary School will no longer be able to participate in or benefit from the "Lift with Boys Town" initiative.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety • Guardrail 3: School Support • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• The goals and measures for Boys Town services include reducing negative student referrals, improving teacher satisfaction as measured by pre- and post-surveys, increasing the frequency of teacher praise while decreasing teacher corrections, and enhancing parental involvement.

Background/History
The School Board approved an agreement with Boys Town South Florida, Inc. on June 17, 2025, set to expire December 31, 2025. However, the agreement lapsed before renewal and is now being presented for approval per district procedures.

"Lift with Boys Town" is a prevention initiative offering school and family community-based programs to support schools in reducing negative behaviors, engaging students and parents, and creating a positive school culture.

The Well-Managed Schools program, part of Lift with Boys Town, uses structured, preventative strategies to promote positive behavior and calm classrooms.

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

Agreement Terms and Financial Impact	
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.	
Agreement Term:	The term of this Agreement commences on the date of execution and concludes on December 31, 2028, unless terminated earlier pursuant to Section 3.5 (Termination) of this Agreement, and , upon the approval of both Parties in writing in the form of an amendment to this Agreement executed by both parties, may be extended for up to four (4) additional one-year periods.
Multi-Year Agreement:	Having a multi-year agreement is beneficial as it provides stability and continuity of services to the students, teachers, and families receiving services.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**:

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

Budget Impact Summary Statement:
1. There is no financial impact to the District. Boys Town South Florida, Inc. is the recipient of AD Henderson funding which will fund the term of the "Lift with Boys Town" program implementation.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Stirling Elementary School (District 1) will be directly impacted. This program will decrease negative office referrals, increase teacher satisfaction with pre and post teacher/staff satisfaction surveys, increase teacher praise to correction ratio, and increase parental involvement.
School Selection /Prioritization	The agreement is written specifically for Stirling Elementary School. Boys Town South Florida, Inc. chose Stirling Elementary School based on relevant demographic information and an established relationship with the school.
Community/ Stakeholder Engagement	Stakeholder engagement was not conducted as part of developing this item.
End-User Input	End-User input was not obtained as part of developing this item.

Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable.

Additional Backup:
Exhibit A: Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BOYS TOWN SOUTH FLORIDA, INC.
(hereinafter referred to as "BOYS TOWN"),
a Florida not-for-profit corporation,
whose principal place of business is
1655 Palm Beach Lakes Blvd, Suite 300, West Palm Beach, Florida 33401

Each a "Party" and collectively the "Parties"

WHEREAS, the initiative of BOYS TOWN entitled "Lift with Boys Town" which is funded by The A.D. Henderson Foundation, Inc., provides the participating school with a School Support Specialist, who offers daily full-time on-site support at no cost; and

WHEREAS, the School Support Specialist will work in tandem with the participating school's designated School Counselor to provide Tier 1 Positive Behavior Intervention Support (PBIS) implementation through prescribed Social Skills lessons. In addition, the School Support Specialist works with parental or guardian consent to support students who are on specific behavior plans. This program also aids in connecting families in need of wraparound services, including in-home support and parenting classes; and

WHEREAS, SBBC desires and BOYS TOWN wishes to provide SBBC's Stirling Elementary School ("Stirling") with access and participation in Lift with Boys Town, as well as to connect participating families with the Program's community-based wraparound services, which include in-home support and parenting classes (collectively, the "Program").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on the date of last signature below ("Effective Date") and concludes on **December 31, 2028**, unless terminated earlier pursuant to Section 3.5 (Termination) of this Agreement, and, upon the approval of both Parties in writing in the form of an amendment to this Agreement executed by both Parties, may be extended for up to four (4) additional one-year periods.

2.2 **Description of Program and Services**. Through the Program, BOYS TOWN shall provide Stirling with school and community-based services, pursuant to "Description of Services" attached hereto and incorporated into this Agreement as "**Exhibit A**." These programs and services will support Stirling's efforts to decrease negative behaviors and increase student/parent engagement, positive school culture, and other outcomes at Stirling and as determined by SBBC.

2.2.1 **Program Implementation Services**. The Parties agree to implement and deliver the following Program services at Stirling pursuant to **Exhibit A**:

2.2.1.1 A full-time School Support Specialist to support Stirling staff who are working with participating students to increase the participating students' use of positive social skills; and

2.2.1.2 A dedicated wraparound services team consisting of common-sense parenting classes as follows:

2.2.1.2.1 Two (2) six-week training classes; and

2.2.1.2.2 Four (4) cafes and In-home/Care Coordination services workers [serving up to fifteen (15) families] who support students and families directly in their homes.

2.2.2. **Program Goals and Measures**. The following goals and measures for BOYS TOWN services are recognized by the Parties:

2.2.2.1 Decreasing negative office referrals; and

2.2.2.2 Increasing teacher satisfaction with pre and post teacher/staff satisfaction surveys; and

2.2.2.3 Increasing teacher praise and decreasing teacher correction; and

2.2.2.4 Increasing parental involvement, such as the number of positive parent contacts, parent cafes, and classes; and

2.2.2.5 Monthly meetings between BOYS TOWN and SBBC administration and school staff supervisor to discuss feedback and model implementation; and

2.2.2.6 Quarterly meetings with Stirling administration for presentations, check-in, and progress/feedback; and

2.2.2.7 Quarterly meetings with the BOYS TOWN Senior Director, Stirling administration, and SBBC leadership to discuss progress/feedback.

2.3 **BOYS TOWN Responsibilities**. BOY'S TOWN shall implement the Program for Stirling pursuant to this Agreement, **Exhibit A**, and as outlined below. BOYS TOWN shall:

2.3.1 Obtain SBBC's prior written approval from Stirling's School Principal before engaging any third-party to provide services under this Agreement, with any subsequent approval of a third-party granted at SBBC's sole discretion; and

2.3.2 Assist Stirling with its on-boarding of the School Support Specialist for the Program; and

2.3.3 Hire and on-board the School Support Specialist as necessary to implement the Program; and

2.3.4 Orient appropriate Stirling Administration and staff annually to BOYS TOWN staff services, referral protocols, and activities; and

2.3.5 Provide administrative oversight of the Program provided under this Agreement; and

2.3.6 Follow SBBC's established referral protocols for service provision under this Agreement; and

2.3.7 Minimize impact on instruction time by avoiding the removal of students from class whenever possible; and

2.3.8 Arrange appointments for participating students at times to minimize absences from core classes whenever possible; and

2.3.9 Comply with Stirling and SBBC policies and practices related to non-medical programs and activities (e.g., field trips, classroom-based health education, and facility-use permits); and

2.3.10 Collaborate with Stirling and other project partners (who are considered third parties under this Agreement, and subject to all provisions in this Agreement concerning third parties), to ensure the linkage and delivery of services that respond to student and family needs (e.g., social services, mental and physical health assessment and mental health services); and

2.3.11 Follow Stirling's school emergency plans; and

2.3.12 Follow SBBC's Child Protective Services reporting protocols.

2.4 **SBBC Responsibilities**. SBBC will work with BOYS TOWN to implement the Program for Stirling pursuant to this Agreement, **Exhibit A**. SBBC shall:

2.4.1 Provide BOYS TOWN with office space on Stirling's premises for provision of the agreed-upon services and activities under this Agreement; and

2.4.2 Coordinate the training time(s) and location for Stirling's training and activities under this Agreement; and

2.4.2 Communicate Child Protective Services reporting protocol with BOYS TOWN as necessary; and

2.4.3 Work with BOYS TOWN to help ensure that all of its employees or volunteers comply with the fingerprint-based background check requirements under applicable law; and

2.4.4 Follow the established referral protocols for service provision under this Agreement; and

2.4.4.1 SBBC may identify students for BOYS TOWN services under this Agreement through Stirling's social worker, guidance counselor, educator, and/or administrative referrals. The referrals for BOYS TOWN services may be based on the student's attendance, discipline referral data, and/or other appropriate risk indicator(s).

2.5 **Cost**. BOYS TOWN is a recipient of funding from The A.D. Henderson Foundation, Inc. which will fund the term of this Agreement at no cost to SBBC.

2.6 **Intellectual Property**. The Parties agree that all right, title, and interest, including all intellectual property rights, in and to each Party's pre-existing intellectual property shall remain the exclusive property of the owning Party. Except as expressly stated in this Agreement, neither Party grants to the other any rights, implied or otherwise, in or to its intellectual property.

All rights, including all intellectual property rights, in SBBC's education records, data, content, systems, materials, and intellectual property shall remain the exclusive property of SBBC. BOYS TOWN is granted only a limited, nonexclusive, nontransferable license to use such SBBC intellectual property solely for the purpose of performing its obligations under this Agreement. This license does not include the right to sell, trade, sublicense, disclose, or otherwise commercially exploit SBBC's education records, data, content, or intellectual property.

All rights, including all intellectual property rights, in BOYS TOWN's materials, data, systems, processes, documentation, know-how, trademarks, service marks, content, and other intellectual property, whether pre-existing or developed independently of this Agreement, shall remain the exclusive property of BOYS TOWN. Nothing in this Agreement shall be construed to grant SBBC any ownership interest or license in BOYS TOWN's intellectual property, except to the limited extent necessary for SBBC to receive the services expressly contemplated under this Agreement.

2.7 **Disclaimer of Endorsement.** SBBC does not endorse or sponsor the Program. SBBC's participation in this Agreement does not constitute endorsement of the Program or services provided by BOYS TOWN. BOYS TOWN agrees that nothing in this Agreement will be construed to imply that SBBC authorizes, supports, endorses, or sponsors any product or service of BOYS TOWN resulting from activities or services provided under this Agreement. BOYS TOWN agrees to make no reference to SBBC in any promotional content, which includes but is not limited to, digital media, literature, material brochures, sales representations, video/film, or the like, without the express written consent of SBBC through its Superintendent.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide BOYS TOWN with the education records listed in this section for the following purposes:

2.8.1.1 To implement the Program involving a School Support Specialist (employed by BOYS TOWN) providing services on-site at Stirling for students in Grades K-5, in collaboration with an SBBC Guidance Counselor.

2.8.1.2 To reduce the number of behavioral referrals for students in Grades K-5.

2.8.1.3 To report Program satisfaction to BOYS TOWN (via parent/guardian surveys).

2.8.1.4 To identify Program adjustments needed to meet Stirling's emerging needs.

2.8.1.5 To refer students and parents/guardians for wraparound services, both school-based and community-based third-party agencies, BOYS TOWN will not re-disclose education records to third-party agencies. BOYS TOWN will give the information directly to parents/guardians to reach out to the third-party agencies.

2.8.1.5.1 The engagement of any third-party is subject to SBBC's prior written approval pursuant to Section 2.3.1 of this Agreement.

2.8.2 SBBC will provide BOYS TOWN with the following education records, via hardcopy and/or secure email:

2.8.2.1 First and last name of student
2.8.2.2 Interims and report cards
2.8.2.3 Academic progress
2.8.2.4 Social skills progress reports
2.8.2.5 Test scores
2.8.2.6 Attendance Records
2.8.2.7 Discipline Referral Records (not including consequences/actions):

2.8.2.7.1 Incident date
2.8.2.7.2 Submission date
2.8.2.7.3 Highest discipline code (infraction)
2.8.2.7.4 Time
2.8.2.7.5 Location
2.8.2.7.6 Reason for referral

2.8.2.8 Individual Education Plans (if applicable)
2.8.2.9 Parent/Guardian contact information (**only when referring students and parents/guardians to wraparound services, <u>which are voluntary</u>**):

2.8.2.9.1 Parent/guardian phone number
2.8.2.9.2 Parent/guardian email address

2.8.2.10 Aggregate, **de-identified** data regarding parent/guardian participation in Stirling events (number of parents/guardians who attended the events)

2.8.3 In addition to the education records in this section, parents/guardians will complete anonymous Consumer Surveys that capture their feedback regarding the Program satisfaction, via BOYS TOWN's secure online portal.

2.8.4 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.5 The requirements of this section shall supersede any uses and disclosures of education records or the like, as listed in BOYS TOWN privacy policies if any.

2.9 **BOYS TOWN Safeguarding Confidentiality of Education Records.**

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, BOYS TOWN shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of any actual or reasonably suspected *hard copy breach of confidentiality* of education records, regardless of whether BOYS TOWN has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security: Notwithstanding any prevision to the contrary within this Agreement, BOYS TOWN shall:

2.9.1.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to

education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.1.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.1.3 Notify the SBBC Director Information Security and Assurance immediately upon discovery of any actual or reasonably suspected *electronic breach of confidentiality* of education records regardless of whether BOYS TOWN has confirmed or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.1.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.1.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC and direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.1.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.1.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.1.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.1.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the

education records in compliance with the applicable Florida Retention Schedules and provide SBBS with a written acknowledgement of said disposition. All education records remain the property of SBBS, and any Party contracting with SBBS serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability for Breach of Confidentiality of Education Records. BOYS TOWN shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the Party, or an officer, employee, agent, representative, contractor, or sub-contractor of the Party to the extent that the Party or an officer, employee, agent, representative, contractor, or sub-contractor of the Party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **BOYS TOWN Re-Disclosure of SBBC Education Records**. BOYS TOWN will **de-identify** the education records specified in this Agreement. This includes attendance records, discipline referral records, and number of parents/guardians who attended the school events. BOYS TOWN will re-disclose the aggregate, **de-identified** data to the grant funder, The A.D. Henderson Foundation, Inc., for the sole purpose of grant monitoring, Program evaluation, and reporting of outcomes associated with the funded initiative.

2.11 **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records that BOYS TOWN rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, BOYS TOWN shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. BOYS TOWN shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

2.11.1 The engagement of any third-party is subject to SBBC's prior written approval pursuant to Section 2.3.1 of this Agreement.

2.12 **SBBC Disclosure of Employee Records**.

2.12.1 SBBC staff will provide BOYS TOWN with the **de-identified** employee records in this section for the following purposes:

2.12.1.1 To measure classroom teacher satisfaction with the Program; and
2.12.1.2 To inform BOYS TOWN services of classroom teacher satisfaction survey outcomes as appropriate

2.12.2 SBBC will provide BOYS TOWN with the following anonymous employee records, via input into BOYS TOWN's secure online portal:

2.12.2.1 Teacher responses to Consumer Satisfaction survey
2.12.2.2 PBIS School Climate Survey

2.12.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in BOYS TOWN'S privacy policies.

2.13 **BOYS TOWN Safeguarding the Confidentiality of Employee Records**.

2.13.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, BOYS TOWN shall:

2.13.1.1 Fully comply with the requirements of state or federal law regulation regarding the confidentiality of employee records; and

2.13.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.13.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.13.1.4 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.13.1.5 Notify the SBBC Privacy Officer immediately upon discovery of any actual or reasonably suspected *hard copy breach of confidentiality* of employee records regardless of whether BOYS TOWN has confirmed or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.13.1.6 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.13.1.7 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.13.2 IT Security: Notwithstanding any prevision to the contrary within this Agreement, BOYS TOWN shall:

2.13.2.1 Ensure that, at all times, all of its employees who have access to any employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.13.2.2 Safeguard each employee record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the employee records and information in accordance with federal and Florida law privacy requirements; and be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.13.2.3 Notify the SBBC Director Information Security and Assurance immediately upon discovery of any actual or reasonably suspected electronic breach of confidentiality of employee records regardless of whether BOYS TOWN has confirmed or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.13.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.13.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC and

direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.13.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.13.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of employee records; and

2.13.2.8 Purge employee records from any media once the media is no longer in use or is to be disposed; and

2.13.2.9 Return, at SBBC's request, all employee records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the employee records in compliance with the applicable Florida Retention Schedules and provide SBBS with a written acknowledgement of said disposition. All employee records remain the property of SBBS, and any Party contracting with SBBS serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.14 **Assessment of Data Protection Controls**.

2.14.1 BOYS TOWN or any of BOYS TOWN's subcontractors with access to SBBC data shall provide an attestation stating that BOYS TOWN and/or its applicable subcontractors maintain and operate a comprehensive information security program designed to protect SBBC data and that such program is aligned with generally accepted cybersecurity standards and risk management practices. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and prior to BOYS TOWN's commencement of services involving access to SBBC data.

In lieu of a single third-party cybersecurity audit report, BOYS TOWN may satisfy this requirement through a combination of internal and external assessments, validations, and assurance activities, which may include, but are not limited to:

2.14.1.1 Annual risk assessments conducted in accordance with applicable regulatory or industry frameworks;

2.14.1.2 Independent penetration testing, vulnerability assessments, or security testing performed by qualified third parties;

2.14.1.3 Compliance attestations (e.g., PCI DSS Attestation of Compliance, HIPAA Security Risk Assessment);

2.14.1.4 Documented security policies, incident response plans, and monitoring controls.

2.14.2 At a minimum, the assessment and supporting documentation shall demonstrate the controls utilized to:

2.14.2.1 Protect SBBC data against unauthorized access, unauthorized disclosure, alteration, and damage; and

2.14.2.2 Reduce the risk of compromise to the availability, integrity, confidentiality, and privacy of SBBC data; and

2.14.2.3 Ensure SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in accordance with applicable legal, regulatory, and contractual obligations, while protecting such data from unauthorized use or disclosure;

2.14.2.4 Monitor and measure compliance with established security controls.

2.14.3 BOYS TOWN shall review and update its information security risk assessment and control environment on at least an annual basis. Upon written request, BOYS TOWN shall provide SBBC with a current attestation of continued compliance and a summary of applicable security assurance activities within ten (10) business days.

2.15 **Inspection of BOYS TOWN's Records by SBBC**. BOYS TOWN shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of BOYS TOWN's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to BOYS TOWN's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to BOYS TOWN pursuant to this Agreement. SBBC's agent or its authorized representative shall provide BOYS TOWN with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the BOYS TOWN's facilities and to any and all

records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. BOYS TOWN shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Jacqueline Arnaez, Principal
Stirling Elementary School
5500 Stirling Road
Hollywood, Florida 33021

To BOYS TOWN:
Desmond Crayton, Interim Executive Director
Boys Town South Florida, Inc.
1655 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

General Counsel
Father Flanagan's Boys' Home
14100 Crawford Road
Boys Town, Nebraska 68010

2.17 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of BOYS TOWN, BOYS TOWN hereby attests under penalty of perjury that BOYS TOWN does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of BOYS TOWN declares that they have read the foregoing statement and that the facts stated in it are true.

2.18 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the

company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by BOYS TOWN that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. BOYS TOWN further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. BOYS TOWN acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. BOYS TOWN further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if BOYS TOWN (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if BOYS TOWN is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.19 **Background Screening**. BOYS TOWN shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of BOYS TOWN's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of BOYS TOWN or its personnel providing any services under this Agreement. BOYS TOWN shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to BOYS TOWN and its personnel. The Parties agree that the failure of BOYS TOWN to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit BOYS TOWN to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. BOYS TOWN agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from BOYS TOWN's failure to comply with the requirements of

this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable

2.20 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. BOYS TOWN shall keep and maintain public records required by SBBC to per-form the services required under this Agreement. Upon request from SBBC's custodian of public records, BOYS TOWN shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. BOYS TOWN shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if BOYS TOWN does not transfer the public records to SBBC. Upon completion of the Agreement, BOYS TOWN shall transfer, at no cost, to SBBC all public records in possession of BOYS TOWN or keep and maintain public records re-quired by SBBC to perform the services required under the Agreement. If BOYS TOWN transfers all public records to SBBC upon completion of the Agreement, BOYS TOWN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BOYS TOWN keeps and maintains public records upon completion of the Agreement, BOYS TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELAT-ING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLOR-IDA 33301.

2.21 **Propriety Information**.

2.21.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A Party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting Party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.21.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting Party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting Party within ten (10) calendar days of the date of the written notification, unless the contracting Party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting Party shall name the Party requesting the documents or materials as a defendant and will not name SBBC as a Party to the action, but will provide SBBC with notice of such proceedings. The contracting Party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting Party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting Party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.22 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.22.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.22.2 By BOYS TOWN. BOYS TOWN agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by BOYS TOWN, its agents, servants, or employees; the equipment of BOYS TOWN, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BOYS TOWN or the negligence of BOYS TOWN's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by BOYS TOWN, SBBC, or otherwise.

2.23 **Insurance Requirements**. BOYS TOWN shall comply with the following insurance requirements throughout the term of this Agreement:

2.23.1 General Liability. BOYS TOWN shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.23.2 Professional Liability/Errors & Omissions. BOYS TOWN shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.23.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, BOYS TOWN shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00 / $100,000.00 / $500,000.00 (each accident/disease-each employee/disease-policy limit).

2.23.4 Auto Liability. BOYS TOWN shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If BOYS TOWN does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by BOYS TOWN must be furnished to SBBC stating the following: "BOYS TOWN SOUTH FLORIDA, INC. does not own any vehicles. If BOYS TOWN SOUTH FLORIDA,INC. acquires any vehicles during the term of the Agreement, BOYS TOWN SOUTH FLORIDA, INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.23.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.23.6 Verification of Coverage. Proof of the required insurance must be furnished by BOYS TOWN to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit BOYS TOWN sufficient time to remedy any deficiencies. BOYS TOWN must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.23.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.23.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.23.7.1 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.23.7.2 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

2.23.8 Cancellation of Insurance. BOYS TOWN is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.23.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.24 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

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

2.26 **Excess Funds**. Any Party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.27 **Incorporation by Reference**. **Exhibit A** attached hereto is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other Party or the other Party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The Parties agree that, if either Party is in default of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting Party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination without cause pursuant to Section 3.5 (Termination) of this Agreement.

3.5 **Termination**. This Agreement may be terminated with or without cause by either SBBC or BOYS TOWN during the term hereof upon thirty (30) calendar days' written notice to the other Party of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any Party to this Agreement after the termination of this Agreement. Any Party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement, and that any such property remaining upon SBBC's facilities after that time shall be deemed abandoned. Title to such abandoned property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each Party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each Party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

3.16 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither Party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sara Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

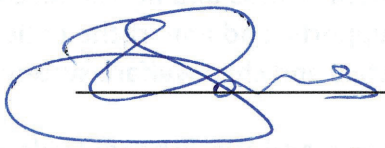
Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.04.29 15:20:00 -04'00'
_____
Office of the General Counsel

FOR BOYS TOWN:

(Corporate Seal)

BOYS TOWN SOUTH FLORIDA, INC.

Signature: 

Print Name: Robby Simard

Title: EVP, Youth Care

Date: 4-28-2026

Corporate Secretary Signature

-OR-

Kelvin Banks
Witness Signature

Kelvin Banks
Print Name

Sarah Miller
Witness Signature

Sarah Miller
Print Name

EXHIBIT A
Description of Services

Care Coordination Services: Case management services provided to higher risk students and families. Consultants identify risks and needs, teach families how to use their strengths to navigate and acquire community supports, and impart the critical skills needed to reduce crisis, meet needs, and reduce risk of juvenile justice and child welfare system involvement.

Parenting Classes and Workshops: Evidence-based, universal prevention, parent-training program for parents/caregivers of children ages seven through sixteen. A Parent Trainer or School Support Specialist delivers classes for six weeks in two-hour in-person sessions with up to eight participants. Classes incorporate experiential learning, which involves instruction, modeling, practice, feedback, and review. Participants receive a Parent Manual and Skill Cards that describe skills and provide parenting advice. After learning new techniques and viewing both live and videotaped modeling of skills, participants practice through role plays. Staff observe role plays and give feedback. Session topics include effective discipline, child development, teaching social skills, preventive teaching, teaching self-control, etc.

Well-Managed Schools/Safe and Healthy Secondary Schools: A two-day workshop where specific teaching interactions proven to promote positive change in the classroom are conducted. The training features: lectures, videos, and demonstrations; group activities, role-plays, and feedback sessions; take-home materials, including an information-packed participant manual; and seasoned professional trainers with real-life classroom experience. Strategies taught in the workshop include social reinforcement, preventing problem behaviors, blending social and academic lessons, and de-escalating student behavior in intense situations.

Administrative Intervention: Administrative Intervention training supports Well-Managed Schools. This training is ideal for administrators, school leaders and behavior specialists in search of a consistent, constructive, and clear referral process that fits within their school-wide discipline matrix. The referral process includes strategies to de-escalate emotionally intense situations, problem solve and teach replacement behaviors to reduce the frequency, intensity and duration of referrals and keep students in the classroom.

School Support Interventions: Behavioral interventions and supports to address factors that impact school success. School Support Specialists provide Positive Behavior Supports (e.g., de-escalation, bridging communication gaps, and linking families to supports) with students in the school setting using a behavioral approach based on Boys Town's Education Model®. These interventions are directly correlated to increasing classroom learning time. School Support Specialists serve as a liaison between students, families, and school staff ensuring that school and family interventions are creating positive impact on school success. Interventions enhance communication between parents and the school. These services contribute to a responsive school environment that mitigates adverse experiences and supports unique needs of students and families.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	T. Information Systems
DEPARTMENT:	Information Technology

Agenda Item Number:	T-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Microsoft Unified Support Master Services Agreement (MSA)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Microsoft Corporation to establish a Microsoft Master Services Agreement (MSA) and the associated SBBC Master Addendum, which provides the contractual framework required to procure Microsoft Unified Support. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Microsoft Master Services Agr…
- SBBC Addendum

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Olen Davis	Phone:	754-321-2607
Name:	Jason Greenberg	Phone:	754-321-0436

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: April 28, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

Microsoft Unified Support Master Services Agreement (MSA)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Microsoft Corporation to establish a Microsoft Master Services Agreement (MSA) and the associated SBBC Master Addendum, which provides the contractual framework required to procure Microsoft Unified Support, and is a prerequisite for an Enterprise Services Work Order (ESWO). District-wide

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC will be authorized to execute the Microsoft Master Services Agreement (MSA), which establishes the contractual framework required to procure Microsoft Unified Support. Approval of this item enables the District to proceed with the purchasing of Microsoft support services.
If the School Board votes "No"	• SBBC will be unable to proceed with the Microsoft Unified Support agreement. This may increase the risk of service disruptions and delayed issue resolution for Microsoft platforms that support instructional, administrative, and operational functions across the District, including services relied upon daily by schools, staff, and students.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Timely execution of Microsoft support. Reduced risk of service interruptions. Improved responsiveness to

	system incidents impacting schools and departments.

Background/History

The District is seeking School Board approval to execute a Microsoft Master Services Agreement (MSA) and the associated SBBC Master Addendum, which establishes the contractual framework required to procure Microsoft Unified Support between Broward County Public Schools and Microsoft and is a prerequisite item for an Enterprise Services Work Order (ESWO).

The District has had continuous support for Microsoft products over our tenure using the Microsoft 365 suite. Support is vital to the continuity, governance, and operational stability of District-wide technology services.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The MSA term expires on June 30, 2031.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III(E), and Rule 6A-1.012(12)(d), Florida Administrative Code, competitive solicitations are not required for commodities or services that are only available from a single source.

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

Budget Impact Summary Statement:

1. Funding is not needed for this MSA. Approval of the MSA does not authorize budget or commit funds. Financial impacts will be presented with each subsequent Microsoft agreement brought to the Board.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	• Microsoft support services are mission critical to daily instructional, administrative, and operational functions across the District. • Schools, students, teachers, and administrators rely on the availability of Microsoft applications including Copilot, Outlook, Teams, and related tools for instruction, collaboration, communication, coursework management, and storage.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	This item was developed through internal District coordination to establish support services directly with Microsoft and did not involve a community engagement process.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Microsoft Master Services Agreement
Exhibit B: SBBC Addendum

Microsoft Master Services Agreement
State and Local Government & Public Educational Institutions

Microsoft Master Services Agreement Number
Microsoft Affiliate to complete

This Microsoft Master Services Agreement ("Agreement") is entered into between the following entities as of the Effective Date identified below. This Agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This Agreement contains terms of the relationship between Customer (the entity signing the Agreement and its Affiliates) and Microsoft Corporation (the Microsoft Affiliate signing below and its Affiliates). If Customer contracts for Professional Services from Microsoft under this Agreement, the specific terms of those transactions will be contained in this Agreement and any Statement of Services incorporating the terms of this Agreement.

If the first Statement of Services entered into under this Agreement is given an effective date that is earlier than the Effective Date of this Agreement, the Effective Date of this Agreement will be that earlier date for the purposes of that Statement of Services.

By signing below, each party acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by these terms.

Customer	***Microsoft Affiliate***
Name of Customer (please print) The School Board of Broward County, Florida	Name **Microsoft Corporation**
Signature	Signature Charles Watson
Name of person signing (please print) Sarah Leonardi	Name of person signing (please print) Charles Watson
Title of person signing (please print) Board Chair	Title of person signing (please print) Microsoft Authorized Signatory
Signature date	Signature date (may be different than Effective Date) 05-13-2026
Approved as to Form and Legal Content V Balkanski Digitally signed by V Balkanski Date: 2026.05.05 15:12:30 -04'00' Office of the General Counsel	Effective Date (may be different than Signature Date)

Contact information. Each party will notify the other in writing if any of the information in the following table changes. The * indicates required fields. By providing contact information, Customer consents to its use for purposes of administering this Agreement by Microsoft, Microsoft's Affiliates, and other parties that help Microsoft administer this Agreement.

Customer		
Name of Customer * The School Board of Broward County, Florida		Contact Name *(This person receives notices under this Agreement pursuant to Section 10a (Notices)). Superintendent of Schools
Street Address * The School Board of Broward County, Florida 600 Southeast Third Avenue		Contact Email Address * N/A
City * Fort Lauderdal	State/Province * Florida	Phone 754-321-0000
Country * United States	Postal Code * 33301	Fax N/A

Microsoft	
Notices to Microsoft should be sent to (*Microsoft Affiliate to complete*): * Kevin Hartley, Esq. Microsoft Corporation 5404 Wisconsin Avenue Chevy Chase, MD 20815	**Copies should be sent to:** Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax

Terms and Conditions

1. Definitions. In this Agreement, a "party" or "parties" means Customer and/or Microsoft as the context requires. In addition, the following definitions apply:

"**Affiliate**" means (i) with regard to Customer, any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and (ii) with regard to Microsoft, any legal entity that Microsoft controls, which controls Microsoft, or which is under common control with Microsoft. "**Control**" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity;

"**Customer"** means the legal entity that has entered into this Agreement;

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix"** or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement and its Affiliates, as appropriate;

"Online Services" means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms. Online Services are not offered under the scope of this Agreement.;

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**Product**" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions;

"Product Terms" means the document that provides information about Microsoft Products. The Product Terms document is published on the Volume Licensing Site and is updated from time to time;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Agreement. "Professional Services" does not include Online Services;

"**Professional Services Data**" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Agreement;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

"**Use Rights**" means, with respect to any Product licensing program, the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms;

"**Volume Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Services. The precise scope of the Professional Services will be specified in a Statement of Services. Customer or any of Customer's Affiliates may enter into Statements of Services under this Agreement with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. Use, ownership, rights and restrictions.

a. ***Products.*** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.

b. ***Fixes and Services Deliverables.***

i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Agreement.

iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.

c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.

d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

4. Confidentiality. Subject to the requirements of your public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data, Professional Services Data, and the terms of this Agreement. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

5. Compliance with applicable laws, privacy and security.

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

6. Warranties.

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Agreement (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

8. Limitations of liability.

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Services Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. Term and termination. This Agreement will remain in effect until terminated.

Either party may terminate this Agreement at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Agreement will not affect any existing Statements of Services, but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. Miscellaneous.

a. ***Notices***. Notices must be sent to the address on the signature page of this Agreement or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Agreement must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Assignment.*** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

c. ***Applicable law; dispute resolution.*** This Agreement together with the applicable Statement of Services will be governed by the laws of Customer's state, without giving effect to its conflict of law provisions. Disputes relating to this Agreement will be subject to applicable mandatory dispute resolution statutes and regulations of Customer's state.

d. ***Severability.*** If any provision of this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.

e. ***Waiver.*** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

f. ***Survival.*** All provisions survive termination or expiration of this Agreement, except those requiring performance only during the term of a Statement of Services.

g. ***Agreement not exclusive***. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

h. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

i. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services, but will be responsible for their performance subject to the terms of this Agreement.

j. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Agreement via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

k. ***Amendments.*** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

l. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

m. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice; unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

n. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, charges or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

o. ***Cost or pricing data.*** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.

p. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

The School Board of Broward County, Florida
Master Addendum to
Microsoft Master Services Agreement No. _____

This Addendum is entered into by and between The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 ("SBBC" and "Customer"), and Microsoft Corporation, a State of Washington for profit corporation, whose principal address is One Microsoft Way, Redmond Washington, 98052 ("Microsoft"), each a "party" and collectively, the "parties". This Master Addendum modifies and supplements the Microsoft Master Services Agreement ("Agreement") between the parties as follows:

I. **Definition of Agreement**. "Agreement" means this Master Services Agreement ("MSA"), together with any amendments to this MSA executed by the parties, any Enterprise Services Work Order(s) issued and executed under this MSA, and any addenda expressly incorporated by reference into this MSA or a Work Order pursuant to its terms, as modified by this Addendum.

II. **Effect of Addendum**. In the event of any conflict between the Master Addendum and Agreement as defined herein, the parties acknowledge that the terms of this Master Addendum shall supersede the terms of the Agreement. The Agreement will remain in full force and effect according to the Master Addendum. All capitalized terms not otherwise defined in the Master Addendum will have the same meanings ascribed to them in the Agreement.

III. **Term**. The obligations of the parties under the Agreement shall commence on the date of the last signature below ("Effective Date") and expire on **June 30, 2031**, unless terminated earlier pursuant to Section 9 (Term and Termination) of the MSA.

IV. **SBBC Clauses Concerning the Agreement.**

A. Education, Employee, Security, or Proprietary Records. For the limited and exclusive purpose of providing Professional Services to Customer, Customer will not intentionally disclose Education, Employee, Security, or Proprietary Records under this Agreement. To the extent Microsoft may come into contact with Education Records, Employee Records, Security Records, or Proprietary Records in the course of performing Services, Microsoft will treat such records as Confidential Information and protect them in accordance with this Agreement, the Microsoft Products and Services Data Protection Addendum dated September 1, 2025 ("DPA"), and applicable law, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and applicable Florida law, including Sections 1002.22, 1002.221, and 1002.222, Florida Statutes.

Any disclosure of Education Records, Employee Records, Security Records, or Proprietary Records that is intended or reasonably anticipated as part of the Services must be expressly identified and documented as project-specific within the applicable Work Order and/or Statement of Work.

In accordance with this section, Microsoft will not use or disclose any such records except as necessary to provide the Products and Services in accordance with Customer's documented instructions, this Agreement, the DPA, or as required or permitted by applicable law.

B. Microsoft Safeguarding the Confidentiality of Education Records.

1) Privacy and FERPA Compliance. If Customer is an educational agency or institution subject to FERPA, Microsoft acknowledges that Customer designates Microsoft as a "school official" with a legitimate educational interest, as defined under FERPA and its implementing regulations, and will comply with the limitations on use and redisclosure set forth in 34 C.F.R. § 99.33(a). Microsoft will:

a) Process education records solely for the purpose of providing Professional Services and only in accordance with Customer's documented instructions, the DPA, and applicable law; and

b) Maintain the confidentiality of education records and not redisclose such records except as permitted by FERPA, Florida law, the DPA, or as otherwise required by law; and

c) Ensure that personnel authorized to process such records are subject to confidentiality obligations consistent with the DPA; and

d) Customer is responsible for determining whether parental or student consent is required under FERPA or Florida law and for obtaining any such consent; and

e) Utilize the education records solely for the purposes of providing services as contemplated under this Agreement and the associated Work Order; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

f) Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Customer in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Customer. If compelled to disclose personally identifiable information from education records related to Customer to a third party, Microsoft will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer understands that Microsoft may have no or limited contact information for Customer's students and students' parents/guardians in its possession. Consequently, Customer will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent/guardian) of such an order or subpoena as may be required under applicable law.

2) Information Security and Incident Notification.

a) Microsoft will implement and maintain appropriate administrative, technical, and physical safeguards to protect education records against unauthorized access, use, or disclosure, consistent with the Data Security and Security Incident Notification provisions of the DPA.

b) In the event of a Security Incident involving education records processed by Microsoft, Microsoft will notify Customer and provide information regarding the incident in accordance with the Security Incident Notification section of the DPA and applicable law, including Section 501.171, Florida Statutes, where applicable. Microsoft's obligations with respect to notification, mitigation, and cooperation are governed exclusively by the DPA.

1. Hard Copy Breach of Confidentiality of Education Records. In accordance with this section, Microsoft shall notify the SBBC Privacy Officer of such breach by telephone at 754-321-1900, and email at privacy@browardschools.com.

2. Electronic Breach of Confidentiality of Education Records: In accordance with this section, Microsoft shall also notify SBBC Director Information Security and Assurance by telephone at 754-321-0300, and email at privacy@browardschools.com.

3) The confidentiality and data protection obligations set forth in this section will survive expiration or termination of the Agreement in accordance with the DPA and applicable law.

C. Third Party Access to Customer Education, Employee, Security, and Proprietary Records. For the limited and exclusive purpose of providing Professional Services to Customer, Microsoft may provide access to Education, Employee, Security, or Proprietary Records under this Agreement to any and all entities with which it contracts or utilizes, including the third party sub-processors specified in the Microsoft Products and Services Data Protection Addendum Subprocessors, dated April 1, 2025 ("Third Parties").

D. Third Party Safeguarding Confidentiality of Customer Education, Employee, Security, and Proprietary Records. Pursuant to the terms of the Agreement, Microsoft shall ensure that those third parties comply with the terms of the Agreement, including but not limited to the safeguarding requirements of the Agreement. Microsoft shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of the Agreement.

E. Insurance while performing Professional Services on Customer's premises. Insurance while performing Professional Services on Customer's premises. Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Agreement via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

V. **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Chief Information Officer
Information Systems
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Microsoft:
Kevin Hartley, Esq.
Microsoft Corporation
5404 Wisconsin Avenue
Chevy Chase, MD 20815

With a Copy to:
Microsoft Law and Corporate Affairs
One Microsoft Way
Redmond, WA 98052 USA
Services Attorney
(425) 936 7329 fax

VI. **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If

applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Flori-da Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

VII. **Human Trafficking**. Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of Microsoft, Microsoft hereby attests under penalty of perjury that Microsoft does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Microsoft declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with Microsoft's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

VIII. **Entities of Foreign Concern**. The provisions of this section apply if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Microsoft hereby attests under penalty of perjury as follows: Microsoft is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Microsoft; and the undersigned authorized representative of Microsoft declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter.

IX. **Public Records**.

This Agreement is subject to Chapter 119, Florida Statutes. Microsoft shall comply with the public-records obligations applicable to contractors acting on behalf of a public agency, as set forth in Section 119.0701, Florida Statutes. Microsoft shall keep and maintain public records made or received by Microsoft in connection with the performance of services on behalf of SBBC under this Agreement, to the extent such records constitute public records under Chapter 119. Upon request by SBBC's custodian of public records, Microsoft shall provide SBBC with copies of such public records, or make them available for inspection or copying, within a reasonable time and at a cost that does not exceed that permitted under Chapter 119, Florida Statutes. Microsoft shall not disclose public records that are confidential or exempt from disclosure under Florida law except as authorized by law. Upon completion of the Agreement, Microsoft shall, at SBBC's direction, either transfer such public records to SBBC or retain them in accordance with applicable public-records retention requirements. Nothing in this Agreement shall be construed to require Microsoft to retain records beyond those required by law or to maintain records in any particular electronic format except as required under Chapter 119.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

X. **Proprietary Information**. All documents or materials provided to SBBC are subject to Chapter 119, Florida Statutes, and shall be disclosed in accordance with Florida law unless a statutory exemption applies. Microsoft may identify information it reasonably believes qualifies as confidential or exempt from disclosure under Florida law, including trade secrets, by marking such information accordingly and, where practicable, referencing the applicable statutory exemption. The applicability of any exemption from disclosure shall be determined in accordance with Chapter 119, Florida Statutes. If SBBC receives a public-records request seeking Microsoft materials that Microsoft has identified as confidential or exempt, SBBC shall, to the extent

permitted by law, provide Microsoft with notice of the request. Microsoft may, at its own expense, seek any relief available under law to prevent disclosure of information it contends is exempt. Nothing in this Agreement: creates a waiver of any statutory exemption, obligates Microsoft to initiate litigation, requires indemnification of SBBC in connection with public-records requests, or limits or expands either party's rights or obligations under Chapter 119, Florida Statutes.

XI. Defense of Third Party Claims.

A. By Microsoft. Microsoft will defend Customer against any third party claim alleging that a Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of this Agreement, in unmodified form and not combined with anything else, misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve such claim under commercially reasonable terms, it may, at its option:

1. Modify or replace the Fix or Services Deliverable with a functionally equivalent non infringing item; or

2. Terminate the affected license of the Services and refund any fees paid for the impacted Fix or Services Deliverable.

B. By Customer. To the extent permitted by Section 768.28, Florida Statutes, Customer is responsible for its negligent acts or omissions, and the negligent acts or omissions of its officers, employees, or agents acting within the scope of their employment, subject to the limitations, conditions, and monetary caps set forth in Section 768.28, Florida Statutes, worded or may be amended. Nothing in this Agreement shall be construed as:

1. A waiver of Customer's sovereign immunity beyond what is expressly provided in Section 768.28, Florida Statutes as worded or may be amended; or

2. An agreement by either party to indemnify the other for the other party's gross negligence or willful misconduct.

C. Conditions. The defending party's obligations under this section are conditioned upon receiving prompt written notice of the claim and being permitted to control the defense and settlement of the claim. The party being defended must provide reasonable cooperation.

D. Statutory Consistency. The parties acknowledge that this section is intended to comply with Section 768.28, Florida Statutes, and shall be interpreted and enforced consistent with that statute. No provision of this Agreement shall be deemed to require indemnification, defense, or liability in a manner that exceeds statutory authority.

XII. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

Microsoft without SBBC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

XIV. **Amendments**. This Agreement may be amended only by a written document expressly identified as an amendment to this Agreement and executed by authorized representatives of both parties, with the exception that any modification, amendment, or alteration in the terms or conditions contained herein that necessitates SBBC Board approval, shall be prepared with the same or similar formality as this Agreement and executed by the then current SBBC Board Chair.

IN WITNESS WHEREOF, the parties hereto have made and executed this Master Addendum upon the date of the last signature below:

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.12 10:10:16 -04'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR MICROSOFT:

(Corporate Seal)

MICROSOFT CORPORATION

Signature: Charles Watson

Print Name: Charles Watson

Title: Microsoft Authorized Signatory

Date: 05-13-2026

Corporate Secretary Signature

-OR-

Witness Signature

Print Name

Witness Signature

Print Name

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	HH. Human Resources
DEPARTMENT:	Chief Human Resources Officer

Agenda Item Number:	HH-1.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	10:30 A.M.

TITLE:

Agreement between The School Board of Broward County, FL and the Broward Teachers Union - Education Professionals

REQUESTED ACTION:

Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union - Education Professionals (BTU-EP) for the 2025-2026 school year. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Ratification Letter
- Tentative Agreements
- Full Contract

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	David Azzarito	Phone:	754-321-2140
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer May 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: May 15, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Agreement between The School Board of Broward County, FL and the Broward Teachers Union – Education Professionals

Board Meeting Date: June 9, 2026

Requested Action: Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, FL (SBBC) and the Broward Teachers Union – Education Professionals (BTU-EP) for the 2025-26 school year.

General Information

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

District-zone Impact/Board Member:	
School Board Policy Requirement	• N/A
Statutory Requirement	• Florida Statute 1001.42 – Powers and Duties of District School Board. • Florida Statute 447 – Labor Organizations
If the School Board votes "Yes"	• Upon board approval, the amendments to the collective bargaining agreement will be implemented including the commencement of employee-only contributions to the health insurance plan beginning in December 2026.
If the School Board votes "No"	• If not approved by the board, the amendments to the collective bargaining agreement will not be implemented which will impact the District's ability to commence employee-only contributions to the health insurance plan beginning in December 2026.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The successful implementation of the provisions of the agreement.

Background/History
Each year, the District's bargaining team negotiates with our unions on the topics of salary and wages, health insurance, as well as articles relating to working conditions. Once tentative agreements are reached, staff presents the agreements to the Board annually for approval.

For the 2025-26 school year, the District's bargaining team and the Union reached an agreement on May 6, 2026. The members of the union ratified the tentative agreements on May 12, 2026.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	**N/A**	**N/A**

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	**N/A**	**N/A**	**N/A**	**N/A**
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	**N/A**	**N/A**	**N/A**	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Ratification Letter
Tentative Agreements
Full Contract

A Union of Education, Technical Support, Charter School and Education Support Professionals
Broward Teachers Union
Engaging & Empowering Educators

May 12, 2026

Dr. Ernie Lozano, Chief Human Resources Officer
Mr. David Azzarito, Executive Director, Professional Practices/Labor Relations
Broward County Public Schools

Via email

Dear Ernie and David,

All three bargaining units have voted to ratify the 2025-26 contract tentative agreement.

Education Professionals: the final vote was 57% for and 43% against ratification.

Education Support Professionals: the final vote was 74% for and 26% against ratification

Technical Support Professionals: the final vote was 70% for and 30% against ratification

Sincerely,

Anna Fusco

Anna Fusco, President
Broward Teachers Union

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An Affiliate of the Florida Education Association, American Federation of Teachers, National Education Association and AFL-CIO

T.A May 06, 2026

1466

ARTICLE FIVE
CONDITIONS OF EMPLOYMENT

A **Teacher's Primary Responsibility:** The District and the BTU acknowledge that a teacher's primary responsibility is to teach and that all energies should be utilized to this end. Therefore, the District agrees that every effort shall be made to relieve employees of all non-professional supervisory and clerical responsibilities such as, but not limited to; playground and other school ground supervision (excluding recess supervision for elementary level students), lunchroom supervision, hallway and restroom supervision, study hall and detention supervision, bus loading and unloading supervision, money collection or transmittal, and various and similar non-professional responsibilities. Such duties shall be assigned to non-bargaining unit employees. Recess in elementary schools shall not be used to replace regularly scheduled physical education programs.

B. **Materials/Storage:** The District shall provide each employee with materials required in the daily teaching responsibility, chalkboard/whiteboard space and a hard copy, if available, of the teacher's edition for all texts used. Lockable storage space shall be provided within budgetary limitations; however, the administration will pursue the use of lockable classroom space, teacher preparation/planning areas, and suitable alternatives as agreed upon by the employee in writing.

C. **Teaching Stations:** The District further agrees to provide adequate teaching stations for all special service and special subject teachers, including, but not limited to, speech language pathologists, art teachers, music teachers, homebound teachers, reading teachers and counselors. Private office space will be provided to school psychologists and school social workers within the limits of available space.

D. **Duty-Free Lunch:** All employees shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes. Employees shall not be required to deliver or pick up their students during this time.

E. **Length of Workday:** The employees' workday shall be seven and one-half (7 1/2) consecutive hours, including the lunch period. The normal teaching load for assigned classes shall not exceed a daily average of 300 minutes. Those teachers who teach 360 minutes shall have a workday of no longer than eight and one-half (8 1/2) hours. If a four (4) day work week is implemented, this schedule may be compressed

into that period. Said compression shall not result in the reduction of salary or benefits.

F. **Employee Facilities:** The District shall designate adequate facilities for employees' lounges, restrooms, preparation/planning in each current and new permanent school. To the extent possible, any such facilities that are reduced to accommodate class size reduction efforts shall be restored as a priority facility expansion when class size limits have been achieved. To the extent possible, such facilities shall be secluded from students.

G. **Telephones:** Adequate private telephone facilities for the purpose of conducting school business shall be made available in each school for employee use. Employees may use school phones for personal, local calls, provided that there are no charges to the school associated with said phone calls. Long distance calls shall not be charged to school phones. A telephone extension shall be provided in the base office of each employee whose assignment requires the frequent use of the telephone, including but not limited to counselors, school social workers and school psychologists.

H **Off-street Parking:** Off-street parking facilities shall be provided for employee use at each school.

1 **Conference Areas:** Private areas for teacher-parent and/ or student conference shall be provided in each school by the appropriate administrator.

Conferences with parents are an effective tool to keep parents informed of their child's academic progress and an integral component for monitoring student conduct and performance. Teachers may contact parents in person, by-phone, or by other• digital meeting platform for such purpose. Teachers may unilaterally conclude such conferences where the parent chooses to use such a time to criticize or attack the teacher rather than discuss the student's progress. Under such circumstances, the teacher shall notify their administrator by the end of the subsequent workday. Such notification can be done via e-mail. Upon employee request, an administrator shall be in attendance at parent conferences when there is a reasonable expectation of inappropriate behavior toward the teacher by the parent. When possible, the administrator /designee and teacher shall meet prior to the conference to develop a strategy to maximize conference effectiveness for all parties.

J. **Relief Period:** Each elementary employee, including special subject teachers, shall have at least a ten (10) minute relief period in both

the morning and afternoon each day in a manner to be determined by the employees and immediate supervisor in each school/center. One of the relief periods (i.e., during specials class) shall occur during the student instructional day. An employee with an assignment other than a regular classroom assignment shall not be removed from that assignment to supervise the students of another employee for such relief periods unless such relief periods cannot otherwise be provided, in which case not more than one such assignment per day shall be given.

Each middle and high employee who needs a restroom relief period during instructional time shall have no more than a ten (10) minute relief period. The employee shall not leave their students unsupervised.

K **Faculty Meetings:** Principals shall have the authority to schedule necessary faculty meetings; however, such meetings shall be as brief and well planned as possible. Such meetings shall be used for purposes that cannot be accomplished effectively through other means. Faculty meetings shall be scheduled in a manner that impacts teacher planning time to the least degree possible. If more than one (1) faculty meeting is held in a month, the purpose of the meeting shall be announced to the faculty in advance.

L **Teacher Planning Days:**

1. **Planning Days:** The school calendar shall contain ten (10) planning days throughout each school year. Five (5) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.

~~2.~~ The Superintendent shall designate two (2) of the five (5) preplanning days with the intent of not scheduling any activities except teacher planning. ~~If the need arises, the affected principal may schedule a staff meeting not to exceed one (1) hour in duration on each of these days.~~

3. Schools have flexibility on how to utilize up to their allocation of twenty-four (24) hours per year of the total time available for professional development, exclusive of time allocated for teacher planning and preparation. Professional development activities shall be scheduled on planning days, up to a maximum of three (3) hours per planning day, and two additional early release days exclusive of the four (4) early release days specified in Section ~~V~~ U below.

4. Professional development activities shall be defined as those activities focused on improving student achievement and include, but are not limited to, collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc.

5. A joint school committee comprised of an equal number of School Advisory Committee (SAC) members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation.

6. After gathering input from the faculty, the teams shall develop customized activities for the staff development time allotted to the early release days (as stated above) and the ten (10) planning days. If the team is unable to agree upon the activities for the days, the Superintendent and the BTU President shall appoint an equal number of persons to serve on an intervention team to mediate the situation and assist the school in developing appropriate activities. A final appeal may be presented to the Superintendent and BTU President for disposition. A copy of the activities and time allotment shall be provided to the BTU and Employee & Labor Relations.

7. If after establishing the activities for the early release days and the planning days, the School Professional Development Team determines that additional professional development time is needed to achieve the goals of the School Improvement Plan (SIP), then the school shall initiate a waiver vote for the additional use of up to a maximum of eight (8) additional hours or teacher planning time for professional development purposes. This waiver vote shall follow the waiver vote process contained in Article Fifteen but shall not be considered a schedule change vote. The
waiver and-vote results along with the BTU plan for the use of such additional time shall be forwarded to the BTU and Employee & Labor Relations.

8. The District recognizes teachers as professionals and shall provide the flexibility necessary for each department/ grade level to plan and implement such activities.

M. **Use of Planning Days:** Each school's SAC, working with teachers appointed by the school's Faculty Council, shall develop a plan on the use of planning days based upon the District Strategic Plan and their SIP objectives. For purposes of this project, the Faculty Council at each school shall appoint the following number of teachers to work with the SAC teams:

1. Elementary Schools, Exceptional & Alternative Education Centers	=	3 teachers
2. Middle Schools	=	4 teachers
3. High Schools and Technical Colleges	=	6 teachers

Prior to development of the plan, faculty teams/ departments/ grade levels will be given an opportunity to make recommendations on the use of planning days. The SAC and Faculty Council shall consider faculty recommendations, present the faculty with preliminary plans, and provide them an opportunity to react to the plans prior to their inclusion in the SIP.

N. **Access to Buildings:** When school is not in session, employees may have access to the building to voluntarily perform job related duties by arranging such access with the principal. Every reasonable effort will be made to provide access time convenient to the employee.

0. **Interruptions to Teaching:** Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/ her professional responsibilities: Observations of an employee's class by persons other than school system personnel shall be allowed only after consent has been granted by the principal or his/her designee, notification to the employee, and proper security clearance has been granted. The visitation shall be scheduled no sooner than two (2) workdays after notification, except in extenuating circumstances as determined by the affected principal. Such observations shall be no longer than one (1) hour in length. Upon request, a building administrator shall be present in the employee's classroom during the entire observation period.

Observations for evaluation purposes shall be governed by the provisions of Article Eighteen of this Agreement. Observations for other purposes shall occur only after the employee has been notified in advance by the principal.

Employees should be able to perform their professional responsibilities free from unnecessary interruptions or disturbances. To the extent possible, maintenance, custodial and construction work will be done at a time or in a manner which will not result in interruptions or disturbances of the employee's professional responsibilities. The same shall apply to the use of intercommunication systems.

P. **Vending Machines:** Profits from vending machines in employee workrooms, lunchrooms or lounges shall be expended for legally permissible purposes as determined by the employees in the school and the principal at the worksite through the Faculty Council. Vending machines dispensing lunch items are not included in this provision.

If requested, teachers shall be informed of monies collected and/ or profits that have been spent from vending machines in employee workrooms, lunchrooms, or lounges. The principal shall have *qne* (1) vote, as does each Faculty Council member.

Q. **Equipment:** The District shall provide cleaning or laundering and maintaining of school-owned physical education and athletic uniforms, uniforms for musical groups, towels, equipment, etc. The District further agrees to replace stolen, lost, irreparably damaged, or worn-out musical instruments, at least as included on the "basic equipment list" in effect during the applicable school year, to the degree the affected school's finances permit.

R **Behavioral Objectives:** The writing of behavioral objectives may be required to determine the broad goals and objectives of employees for their students' expected success; however, the writing of behavioral objectives as a part of their daily lesson plans will not be required.

S. **Lessons Plans:** Teachers who have less th.an three (3) years' experience in the District may be required to submit their lesson plans to the principal on a regular basis with two (2) workdays' notice of commencement of a submission schedule.

In recognition of the professionalism of Broward teachers, employees who have more than three (3) years' experience in the District shall not be required to regularly submit lesson plans, however, any time the principal does request lesson plans, the teacher shall submit the plans (2) workdays' notice.

All lesson plans may be submitted in hard or electronic form.

Regardless of the years of experience, any teacher who is identified for or engaged in a written plan for improvement may be required to present

his/her lesson plan to the principal on a regular basis. When requested by the principal, the teacher shall submit the plans.

The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be unreasonably complex. Documentation of the incorporation of Sunshine State Standards and teaching strategies required by law, Board policy or regulation are part of daily lesson plans.

Daily lesson plans will not require the verbatim duplication of information clearly available by reference elsewhere (does not include computer disks).

T. **Registration:** Schools shall schedule registration periods into the shortest time period possible to assure minimum interference in employee planning and preparation time.

U. **Early Release Time:**

1. The District shall provide that students at each school shall be dismissed two (2) hours early on six (6) days during the school year. Any school may opt-out of providing early release time by a 66 2/3 percent vote of bargaining unit members through the waiver methodology described in Article Fifteen, Section G, 2-4.

2. Four (4) of these days shall be scheduled the day prior to the employee planning day at the conclusion of each grading period. These early release days shall be used by employees for end of quarter activities including, but not limited to, grading of exams, grade preparation, or other appropriate activities as determined by the employee. The District shall schedule the remaining early release days after consulting with the BTU.

3. The two (2) remaining early release days shall be used in a manner consistent with the procedures below. On these two (2) days, principals may use up to one (1) hour of the two (2) hours of release time to conduct staff meetings or activities that are directly related to school improvement.

4. At all work locations, each/department/grade level with the principal's approval shall adopt an objective based on student data and aligned with the SIP and the District Strategic Plan on which to focus its efforts during the school year. Each department/grade level shall then adopt early release day

activities that address its established objective. The District recognizes teachers as professionals and shall provide the flexibility necessary for each department/ grade level to plan and implement such activities.

V. **New Teacher Orientation Program**

1. The parties agree that on an annual basis, newly hired District teachers shall attend a BTU-District Orientation Program. Therefore, they shall work 197 days during their first year of employment and their salary shall be based on 196 days. The parties will co-sponsor this event. Events shall not be scheduled at schools or other locations for newly hired employees at the time this orientation program is in session.

2. The parties agree that two (2) orientation sessions will be conducted. New teachers must attend one (1) of the two (2) days. Notification of required attendance at the orientation and the tentative date(s) of the orientation shall be presented to the new teacher upon being hired. New teachers shall be notified of the scheduled date of the orientation as soon as it is established by the parties.

   a. All new teachers employed as of the first day of the 196-day teacher calendar shall attend the first orientation day which will be conducted prior to the beginning of said work calendar. Exceptions to this requirement may be made by the Superintendent.

   b. New teachers hired after the first day of said teacher calendar shall attend the second orientation day which shall be conducted on a Saturday or weeknight shortly after the completion of FTE count week. Said date will be mutually agreed to by the parties.

3. **Program Design:** The President of the BTU and the Superintendent shall each appoint two (2) persons to a Committee to design the program. Program design shall allow for BTU and District participation in an equitable manner. Upon completing its' work, the Committee shall make recommendations to both the President of the BTU and the Superintendent for final action.

4. **Cost:** The District and the BTU agree to equally share the costs of this program. The District and the BTU shall each pay for their invited guests other than teachers and for any special equipment required for their activities.

W. **Employee Input:** As provided by statutes, within thirty (30) days after the start of each school year, employees shall be notified in writing of their right to provide input into their administrator's annual performance assessments.

X Stewards' planning periods shall be scheduled at the end of the student day, where feasible.

5/06/2026

ARTICLE TWENTY-TWO
INSURANCE

A. **Coverage:** The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy equal to that provided by the Board.

Each employee shall have the option, at the employee's expense, through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, in accordance and subject to the provisions of the group life insurance policy.

B. **Dental and Health ~~and Dental~~ Insurance:**

The District shall pay the following premiums for individual employee's dental and health ~~and dental~~ insurance:

1. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

2. The District offers three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. The District will pay 100% of the cost of the health insurance premium equivalent for employee-only coverage ~~under any of the plans until December 31, 2019~~ for the Premier Choice Plan. Employees will have the option to select the Premier Plus Plan or the Premier Plan, to include employee contributions through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage.

EA 5/06/2026

In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee for this supplemental coverage.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of the group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

3. All new employees ~~may~~ must elect to enroll in ~~a~~ the District offered ~~plan of their choice subject to conditions for enrollment in such plan~~ Premier Choice Plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different Medical plan during the upcoming Open Enrollment period, effective for January 1st of the following year.

4. Benefit levels, plan design, cost containment for the plan, premium contributions and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

5. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, ~~A~~an employee declining medical insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year~~. ~~Employees shall be responsible to maintain proof of continuing medical insurance.~~ Employees choosing not to participate in the School Board of Broward County's ~~medical~~ health insurance program shall ~~be reimbursed at a rate of~~ receive up to seven hundred fifty dollars and no cents ($750) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, the~~n~~ employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

6. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

C. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan.

D. **Liability Insurance:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand ($500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

F. **Rate Increase:** Written notice of any rate increase in health and dental insurance for dependents coverage shall be provided to each employee within ten (10) days of the date the increase is made known to the Board.

G. **Employee Reimbursement:**

1. **Personal Property:** If employees are attacked or assaulted or victim of theft or vandalism in the course of employment, the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing or personal property up to five hundred dollars ($500) per employee per school year upon verification to the principal, unless the employee is otherwise reimbursed in which case the Board will reimburse employee the amount of their insurance deductible up to five hundred dollars ($500) upon verification of the claim.

2. **Automobile Vandalism:** If an employee's vehicle is damaged as a result of vandalism while on the property of a district school, or while on official School Board business, the employee will be reimbursed for the damage not to exceed seven hundred fifty dollars ($750) when it is determined that the damage was caused on School Board property or while on official School Board business. Such determination may be made by a School Resource Officer, a School Security Specialist, or a SIU investigator (as determined by the Superintendent), a Police Officer, witness testimony or apprehension of the person(s) responsible for the damage.

3. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination. The Board's maximum liability under this section is fifty thousand dollars ($50,000) per school year.

H. **Group Insurance Program:** Employees with a minimum of ten (10) years of service with the Board retiring prior to Medicare eligibility may elect to remain in the Group Insurance Program until they become eligible for Medicare; rates applicable to the entire group; the cost of such insurance shall be borne by the retiree.~~, except that the Board shall provide without charge for the collection and remittance of premiums for~~

~~such insurance.~~ Applications must be submitted within thirty (30) days of retirement.

I. **Cafeteria Insurance Program:** The Board agrees to provide a cafeteria insurance program to all bargaining unit members including those on Board-approved paid leaves. Members on unpaid Board-approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The Board will provide twenty-five dollars ($25) per month not to exceed three hundred dollars ($300) per employee per school year. Employees hired after the commencement of the school year, shall receive twenty-five dollars ($25) per month for each full month of employment.

2. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

J. ~~The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the School Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.~~

K. **VISION INSURANCE**: The District shall provide without cost to employee a basic vision insurance program, in accordance with the terms and benefits provided in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan, at the employee's expense, through payroll deductions.

SBBC Counterproposal 5/6/26

~~BTU Proposal~~ – 05.06.26 -- Art. 22(B)(5)

An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School Board of Broward County's medical health insurance program shall be reimbursed at a rate of ~~seven hundred fifty dollars and no cents ($750)~~ one thousand ~~five hundred~~ dollars and no cents ($1000) per year (optout dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

$1,000.00

TA
5/06/2026

5/6/26
SBBC Proposal
Session 3

	1.56%	1.96%	1.98%	2.13%	2.25%	2.25%	2.25%
Premier Plus							
	<25K	25K - 50K	50K - 75K	75K-100K	100K-125K	125K-150K	150K+
Annual	$ 390.00	$ 490.00	$ 990.00	$ 1,600.00	$2,250.00	$2,820.00	$3,375.00
**10 month	$ 39.00	$ 49.00	$ 99.00	$ 160.00	$ 225.00	$ 282.00	$ 337.50
	3036	3683	10579	1478	348	160	28

	0.96%	1.20%	1.44%	1.28%	1.56%	1.82%	1.60%
Premier							
	<25K	25K - 50K	50K-75K	75K-100K	100K-125K	125K-150K	150K+
Annual	$ 240.00	$ 300.00	$ 720.00	$ 960.00	$1,560.00	$2,280.00	$2,400.00
**10 month	$ 24.00	$ 30.00	$ 72.00	$ 96.00	$ 156.00	$ 228.00	$ 240.00
	274	354	960	112	31	15	1
Total	$1,249,800	$1,910,870	$11,164,410	$2,472,320	$ 831,360	$ 485,400	$ 96,900

** Illustrative Purposes Only

** Individual employees' bi-weekly deductions will vary based on payroll calendar.

TA 5/06/2026

SSBC PROPOSAL
Medical Plan Design Model

TA 5/06/2026

Broward County Public Schools

Gallagher
Insurance | Risk Management | Consulting

Premier Plus		
Item	Current	Moderate Changes
Deductible Before Copays	No	Yes
Deductible	$250	$350
Out of Pocket Maximum	$2,000	$2,500
IP Copay	$250	$250
ER Copay	$300	$300
PCP Copay *	$25	$25
Specialist Copay	$45	$45
Pharmacy Copays - 30 day	$6/$10/$50/$75	$15/$25/$75/$120
Pharmacy Copays - 90 day	$6/$10/$100/$150	$15/$25/$150/$240
All Changes Combined		($25,306,560)

Premier	Current	Moderate Changes
Deductible Before Copays	No	Yes
Deductible	$500	$700
Out of Pocket Maximum	$2,500	$3,000
ER Copay	$350	$350
PCP Copay *	$25	$35
Specialist Copay	$45	$60
Pharmacy Copays - 30 day	$10/$50/$75	$20/$75/$120
Pharmacy Copays - 90 day	$10/$100/$150	$20/$150/$180
All Changes Combined		($3,030,930)

Total Impact Both Plan		($28,337,490)

** PCP Copay also applies to Behavioral Health, Physical Therapy, and Chiropract*

Red highlights represent proposed changes in plan design from the current plans.

SBBC TA from 4/02/2026 placed in App. E
BTU-EP Negotiations

5/06/2026 TA EP

APPENDIX E
TEACHERS SALARY SCHEDULE

GRANDFATHERED SALARY SCHEDULE
EFFECTIVE ~~2024-2025~~ 2025-2026 SCHOOL YEAR
Effective July 1, ~~2024~~ 2025

C	~~$54,473~~ $54,745
D	~~$55,125~~ $55,400
E	~~$57,117~~ $57,403
F	~~$57,782~~ $58,071
G	~~$58,174~~ $58,465
H	~~$58,774~~ $59,068
I	~~$59,103~~ $59,399
J	~~$60,290~~ $60,591
K	~~$61,347~~ $61,654
L	~~$62,173~~ $62,484
M	~~$64,311~~ $64,633
N	~~$65,156~~ $65,482
O	~~$66,878~~ $67,212
P	~~$68,667~~ $69,011
Q	~~$72,001~~ $72,361
R	~~$78,000~~ $78,390
S	~~$87,203~~ $87,639
T-U	~~$88,580~~ $89,022

5/06/2026 EP

Salary rates for all levels on the Grandfathered Teacher Salary Schedule shall increase by ~~2.75%~~ 0.50% effective July 1, ~~2024~~ 2025. Employees who are in an active status as of the date of Board approval of this Agreement will receive the increase retroactive to July 1, ~~2024~~ 2025.

0. **Teachers Returning from Leave**

Employees returning from a Board approved leave shall be placed at the same level the employee was on prior to the leave. A teacher returning from a Board approved leave and who has not gained additional classroom teaching experience, shall be placed at a level on the salary schedule which is closest but not less than what the teacher was earning prior to the leave. Although not guaranteed, teachers may be granted teaching experience credit for the work performed during the Board approved leave for verified classroom teaching experience, provided the request is submitted within three months of returning to Broward County Public Schools.

2. Any employee who receives an unsatisfactory rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for a negotiated salary increase retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfilled the terms of the professional development plan resulting from the unsatisfactory rating(s) and has been rated satisfactory. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

3. **Advanced Degree Stipends:**

	Out-of-Field*	**In-Field**
Master's Degree	$2,600	$3,650
Specialist Degree	$5,000	$6,800
Doctor's Degree	$7,000	$8,000
Basic Incentive Award	$1,400	$2,000
Advanced Incentive Award	$2,200	$2,700

*Effective November 1, 1994, bargaining unit members may only qualify to earn degree's in-field. However, unit members who held out-of-field degrees and incentives on November 1, 1994, shall continue to receive the remuneration listed above in the column entitled "out-of-field" for as long as they work for the Board in this bargaining unit without a break in service. A Board approved leave is not considered a break in service.

Bargaining unit members hired prior to July 1, 2011, who earn an advanced degree shall be granted an in-field advanced degree stipend as defined in Appendix A.

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Bargaining unit members hired on or after July 1, 2011, who earn an advanced degree shall be paid a salary supplement in the amount equal to the advanced degree stipend above; but only if the advanced degree is in the bargaining unit member's area of certification.

4. **New Educator Professional Improvement Supplement:** A three-hundred-dollar ($300) payment shall be payable to any teacher who has less than three (3) years of credited experience and accumulates a minimum of six (6) college credits or the equivalent in-service coursework within any of the first three (3) years of teaching experience on the salary schedule. The courses should enable employees to become highly qualified or to improve their skills in their teaching field(s).

5. **INITIAL PLACEMENT INCREASES**

PAY FOR PERFORMANCE INITIAL PLACEMENT CHART FOR TEACHERS

Years of Experience	Salary (Start Date Effective after June 30, ~~2024~~ 2025)	Initial Placement Increases	Salary With Initial Placement Increase (Start Date Effective after June 30, ~~2024~~ 2025) *
0-16	~~$51,402~~ $51,597		~~$51,402~~ $51,597
17	~~$51,402~~ $51,597	$535	~~$51,402~~ $52,132
18	~~$51,402~~ $51,597	$1,184	~~$51,402~~ $52,781
19	~~$51,402~~ $51,597	$1,841	~~$51,402~~ $53,438
20	~~$51,402~~ $51,597	$2,507	~~$51,402~~ $54,104

***Equity Adjustment** – The salary of any employee earning less than the amounts reflected on this schedule who has the equivalent years of experience will be adjusted so that said employees will earn no less than a new hire would be pursuant to this schedule.

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PAY FOR PERFORMANCE SCHEDULE PLACEMENT CHART FOR TEACHERS

New teachers on the Pay for Performance Salary Schedule shall be initially placed on the salary level reflected in the Pay for Performance Schedule Placement Chart.

The Years of Experience column is solely for the initial placement of teachers on the Pay for Performance Schedule. Annual salary increases following initial placement shall be based upon the outcome of each teacher's overall evaluation rating and/or negotiated increases. In accordance with F.S. 1012.22 only teachers receiving an overall evaluation rating of Highly Effective or Effective are entitled to a Pay for Performance salary increase. Teachers receiving an overall evaluation rating of Needs Improvement or Unsatisfactory, or teachers who do not receive an evaluation, are not entitled to a Pay for Performance salary increase.

Once placed upon the Pay for Performance Placement Chart, each teacher will receive salary increases based upon performance and will therefore have an individualized salary.

Pay for Performance Teachers who are in an active status as of the date of Board approval of this Agreement rated as "Highly Effective" during the ~~2023-2024~~ 2024-2025 school year, shall receive a base salary increase of ~~3.45%~~ 0.65% effective July 1, ~~2024~~ 2025. Pay for Performance Teachers rated as "Effective" will receive a base salary increase of ~~2.59%~~ 0.46% effective July 1, ~~2024~~ 2025. Teachers receiving an overall evaluation of Needs Improvement or Unsatisfactory, or teachers who do not receive an evaluation, are not entitled to a Pay for Performance salary increase.

Referendum Funds: For each year of the referendum, no less than 75% of BCPS' share of total collected Referendum Funds (net of charter schools) shall be allocated to District employee supplements, with no less than 80% of those funds to be appropriated to eligible employees in the BTU-EP bargaining unit. In the event that SBBC collects additional Referendum Funds than those required to fund the agreed-upon referendum supplements for the 2023-2024, 2024-2025, 2025-2026, and/or 2026-2027 school years, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-EP bargaining unit.

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For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the BTU Education Professionals bargaining unit on the Grandfathered Salary Schedule, will receive a Referendum Supplement as follows:

Base Salary Range	Referendum Supplement
Levels C-R	$12,000
Level RF, S, T, & U	$10,000

For the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the BTU Education Professionals bargaining unit on the Pay for Performance Schedule, whose effective start date is on or before June 30, of the previous school year, will receive a Referendum Supplement as follows:

0 years – New Hires	$500
1-2 years of experience	$2,000
3-5 years of experience	$3,000
6-7 years of experience	$5,500
8-9 years of experience	$6,000
10 years of experience	$7,500
11-14 years of experience	$10,000
15 years & above years of experience	$12,000
RF, S, T, & U	$10,000

Referendum Supplements, Initial Placement Increases, and Equity Adjustments are pensionable and shall be paid in equal installments per pay period of the employee. Employees who separate employment before the end of the fiscal year shall receive a pro rata portion of the Referendum Supplements, Initial Placement Increases, and Equity Adjustments commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-EP bargaining unit.

COLLECTIVE BARGAINING AGREEMENT

Between

The Broward Teachers Union
Education Professionals

And

The School Board of Broward County, Florida

~~2024-2025~~ 2025-2026 School Year

June 30, 2024 – June 29, 2027

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ARTICLE ONE
PREAMBLE

A. This Agreement is entered into by and between the School Board of Broward County (hereinafter referred to as the "Board" or the "District") and the Broward Teachers Union (hereinafter referred to as the BTU) as the exclusive bargaining agent for members in the teacher's bargaining unit.

B. This Agreement seeks to establish the processes whereby the goals of all bargaining unit members and the goals of the District can be coordinated and whereby conflicts can be resolved fairly and expeditiously.

C. The District and the BTU through this Agreement seek to promote a professional working environment for all employees. Every attempt will be made to ensure that our teachers are the finest in the nation.

ARTICLE TWO
RECOGNITION

The School Board of Broward County, Florida hereinafter called the "Board" or the "District" recognizes the Broward Teachers Union, hereinafter called the "BTU" as the exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission in Case Number 612, to wit:

INCLUSIONS: The following certificated or instructional employees of the School Board of Broward County, Florida: CLASSROOM TEACHERS, (including Full-Time Adult General and Adult Career and Technical Education Teachers), Media Specialists, Studio Teachers, Occupational Specialists, School Counselors, School Social Workers, Family Counselors, Speech Language Pathologists, Resource Teachers, Teachers of Exceptional Children, Guidance Directors, Pre-K Teachers, School Psychologists and any other certificated employees as referenced in Florida Department of Education Certificate Subjects.

EXCLUSIONS: All Upper Level Central Administrative Personnel, including: Superintendent; Middle Level Area and Central Administrative Personnel including: Directors, Consultants, Coordinators, Supervisors, Managers, Assistants, Department Heads, Principals, Assistant Principals, Curriculum Specialists, Administrative Assistants, Substitute Teachers, and all other employees who are either hourly-paid, noncertified, or noninstructional who are not included above."

ARTICLE THREE
DEFINITIONS

The following terms and corresponding definitions shall be used throughout this contract:

A. **Superintendent:** The Superintendent or the Superintendent's designated representatives.

B. **Immediate Supervisor:** The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by BTU.

C. **District:** The School Board of Broward County, Florida, and/or its duly authorized representatives or agents. The District may be also referred to herein as the "School Board" or the "Board".

D. **Employee:** Any employee in the bargaining unit as defined and certified by the Public Employees Relations Commission (PERC). The terms teacher, bargaining-unit member, and employee as used in this Agreement shall have the same meaning.

E. **Seniority:** The longest uninterrupted service in a position in the bargaining unit represented by BTU.

1. Service shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement. An annual contract teacher who receives a satisfactory evaluation who is non-renewed and subsequently rehired for the following school year, shall not have a break in service if he/she works one (1) day more than half of the following school year.

2. An employee who leaves the bargaining unit for one (1) year or less for any position in the District shall return to the bargaining unit with uninterrupted seniority. An employee who leaves the bargaining unit in excess of one (1) year for any position in the District or who has been laid off retains earned seniority and upon return to the bargaining unit, shall resume the accumulation of bargaining unit seniority.

3. Seniority being equal between or among two (2) or more employees, the tiebreakers listed below shall be applied in the following order:

(a) Longest total service in a bargaining unit position in the District as defined in Article Two, Section A.

(b) Longest uninterrupted total service in any permanent certificated or instructional position in the unit.

(c) Earliest date reflected by the recommended administrator's signature on the recommendation for employment.

(d) Earliest date of application for employment in a certificated or instructional position in the District.

F. **Contract:** The term "continuing contract" may be used interchangeably with the term "professional service contract" throughout this Agreement. This definition shall not be interpreted to cause an employee to lose any rights under applicable laws pertaining to continuing contracts or professional service contracts.

G. **Bargaining Agent:** This shall mean the BTU.

H. **BTU:** This shall mean the Broward Teachers Union and/or its duly authorized representatives.

I. **Memorandum of Understanding (MOU):** When situations arise to amend or modify contract language concerning terms and conditions of employment, the BTU has a right to enter into any Memorandum of Understanding (MOU).

ARTICLE FOUR
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. **Employees:** No new employee shall be employed who is not fully or provisionally certified in the grade level and/or subject area to which assigned, except when employees with such certification are unavailable or in emergencies. Employees in the District assigned to a grade level and/or subject area outside the scope of their teaching certificates shall constitute the source of availability.

Career and Technical Education: To be qualified to teach career and technical education, the verified work experience required for state certification must be in the area of specific subject to be taught. Career and technical employees who qualify on the basis of non-academic preparation must have the six (6) years' verified work experience or equivalent as specified for certification in the specific occupational subject area of the teaching assignment.

B. **Teaching Assignments:** No employee shall be assigned to teach in a grade level and/or subject area not within the scope of his/her teaching certificate, except where a position within his/her certification is unavailable or when mutually agreed to by the affected employee and principal, or when determined necessary by the principal. Employees assigned to positions outside the scope of their certificates shall be assigned as soon as possible to positions for which they hold certification.

C. **Tentative Assignments:** Employees shall be tentatively assigned to the same subject area and/or grade level for the forthcoming semester that they held during the previous semester, unless notified two weeks in advance for the second semester, or two weeks prior to the conclusion of an employee's work calendar of the school year for the first semester that the assignment has changed. Employees shall be notified in writing as soon as any change is made in such tentative assignment. The District agrees to provide the BTU one copy of the "out-of-field" report annually as required by Florida Statutes, Section 1012.42.

D. **Involuntary Assignments:** An employee involuntarily assigned for one (1) year or less to a position outside the scope of the employee's certification shall not be required to obtain additional training related to the assigned position nor shall evaluation reflect the absence of such training.

E. **Professional Service Contracts**: Teachers hired with valid continuing or professional service contract in the State of Florida will automatically have reinstatement of said status upon the successful completion of one year of

employment with the SBBC. After such a teacher has successfully completed ninety-seven days of employment with the SBBC, the principal may petition Non-Instructional Staffing to have said status reinstated immediately.

F. **Special Teaching Assignments**

1. Teachers assigned to a school that utilizes the Montessori Teaching methodology and who teaches one or more Montessori Core Courses must successfully complete the American Montessori Society Training Program that is offered by a District approved institution.

2. Upon entry into a Board sponsored Montessori Training Program, the teacher must agree in writing to accept the assignment to the assigned school for a period not less than five (5) years.

3. Teachers assigned to a school that offers either the International Baccalaureate or Cambridge Training Program and who teach one or more program courses must successfully complete authorized International Baccalaureate or Cambridge Training.

4. Upon entry into a Board sponsored International Baccalaureate or Cambridge Training Program, the teacher must agree in writing to accept assignment to the assigned school for a period not less than three (3) years.

5. A teacher who accepts assignment to a school that offers the Montessori Program and subsequently expresses a professional conflict with the Montessori Teaching Philosophy may, not later than completion of the first Montessori Training course, request release from the commitment referenced in paragraph 2 above and may request the transfer or reassignment pursuant to the provisions of Article Twenty-Five of this Agreement.

6. These provisions apply at the beginning of the 2017-2018 school year as follows:

   - The provisions outlined above shall apply to a teacher entering a Montessori Training Program, International Baccalaureate Training Program, or Cambridge Training Program and who is teaching the required number of classes.
   - For teachers who are fully trained and are teaching in such programs, they will not be required to make a five (5) or three (3) year commitment.

- For teachers who have not completed the training by the beginning of the 2017-2018 school year, they will be required to make a five (5) or three (3) year commitment or can request a transfer or reassignment pursuant to the provisions of Article Twenty-Five of this Agreement.

7. For the Montessori Programs, a teacher who is transferred between elementary/secondary programs may request release from their commitment referenced in paragraph 2 above and may request a transfer or reassignment pursuant to the provisions of Article Twenty-Five of this Agreement.

ARTICLE FIVE
CONDITIONS OF EMPLOYMENT

A. **Teacher's Primary Responsibility:** The District and the BTU acknowledge that a teacher's primary responsibility is to teach and that all energies should be utilized to this end. Therefore, the District agrees that every effort shall be made to relieve employees of all non-professional supervisory and clerical responsibilities such as, but not limited to, playground and other school ground supervision (excluding recess supervision for elementary level students), lunchroom supervision, hallway and restroom supervision, study hall and detention supervision, bus loading and unloading supervision, money collection or transmittal, and various and similar non-professional responsibilities. Such duties shall be assigned to non-bargaining unit employees. Recess in elementary schools shall not be used to replace regularly scheduled physical education programs.

B. **Materials/Storage:** The District shall provide each employee with materials required in the daily teaching responsibility, chalkboard/whiteboard space and a hard copy, if available, of the teacher's edition for all texts used. Lockable storage space shall be provided within budgetary limitations; however, the administration will pursue the use of lockable classroom space, teacher preparation/planning areas, and suitable alternatives as agreed upon by the employee in writing.

C. **Teaching Stations:** The District further agrees to provide adequate teaching stations for all special service and special subject teachers, including, but not limited to, speech language pathologists, art teachers, music teachers, homebound teachers, reading teachers and counselors. Private office space will be provided to school psychologists and school social workers within the limits of available space.

D. **Duty-Free Lunch:** All employees shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes. Employees shall not be required to deliver or pick up their students during this time.

E. **Length of Workday:** The employees' workday shall be seven and one-half (7 1/2) consecutive hours, including the lunch period. The normal teaching load for assigned classes shall not exceed a daily average of 300 minutes. Those teachers who teach 360 minutes shall have a workday of no longer than eight and one-half (8 1/2) hours. If a four (4) day work week is implemented, this schedule may be compressed into that period. Said compression shall not result in the reduction of salary or benefits.

F. **Employee Facilities:** The District shall designate adequate facilities for employees' lounges, restrooms, preparation/planning in each current and new permanent school. To the extent possible, any such facilities that are reduced to accommodate class size reduction efforts shall be restored as a priority facility expansion when class size limits have been achieved. To the extent possible, such facilities shall be secluded from students.

G. **Telephones:** Adequate private telephone facilities for the purpose of conducting school business shall be made available in each school for employee use. Employees may use school phones for personal, local calls, provided that there are no charges to the school associated with said phone calls. Long distance calls shall not be charged to school phones. A telephone extension shall be provided in the base office of each employee whose assignment requires the frequent use of the telephone, including but not limited to counselors, school social workers and school psychologists.

H. **Off-street Parking:** Off-street parking facilities shall be provided for employee use at each school.

I. **Conference Areas:** Private areas for teacher-parent and/or student conference shall be provided in each school by the appropriate administrator.

Conferences with parents are an effective tool to keep parents informed of their child's academic progress and an integral component for monitoring student conduct and performance. Teachers may contact parents in person, by phone, or by other digital meeting platform for such purpose. Teachers may unilaterally conclude such conferences where the parent chooses to use such a time to criticize or attack the teacher rather than discuss the student's progress. Under such circumstances, the teacher shall notify their administrator by the end of the subsequent workday. Such notification can be done via e-mail. Upon employee request, an administrator shall be in attendance at parent conferences when there is a reasonable expectation of inappropriate behavior toward the teacher by the parent. When possible, the administrator/designee and teacher shall meet prior to the conference to develop a strategy to maximize conference effectiveness for all parties.

J. **Relief Period:** Each elementary employee, including special subject teachers, shall have at least a ten (10) minute relief period in both the morning and afternoon each day in a manner to be determined by the employees and immediate supervisor in each school/center. One of the relief periods (i.e., during specials class) shall occur during the student instructional day. An employee with an assignment other than a regular classroom assignment shall not be removed from that assignment to

supervise the students of another employee for such relief periods unless such relief periods cannot otherwise be provided, in which case not more than one such assignment per day shall be given.

Each middle and high employee who needs a restroom relief period during instructional time shall have no more than a ten (10) minute relief period. The employee shall not leave their students unsupervised.

K. **Faculty Meetings:** Principals shall have the authority to schedule necessary faculty meetings; however, such meetings shall be as brief and well planned as possible. Such meetings shall be used for purposes that cannot be accomplished effectively through other means. Faculty meetings shall be scheduled in a manner that impacts teacher planning time to the least degree possible. If more than one (1) faculty meeting is held in a month, the purpose of the meeting shall be announced to the faculty in advance.

L. **Teacher Planning Days**:

1. **Planning Days:** The school calendar shall contain ten (10) planning days throughout each school year. Five (5) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.

2. The Superintendent shall designate two (2) of the five (5) preplanning days with the intent of not scheduling any activities except teacher planning. ~~If the need arises, the affected principal may schedule a staff meeting not to exceed one (1) hour in duration on each of these days.~~

3. Schools have flexibility on how to utilize up to their allocation of twenty-four (24) hours per year of the total time available for professional development, exclusive of time allocated for teacher planning and preparation. Professional development activities shall be scheduled on planning days, <u>up to a maximum of three (3) hours per planning day,</u> and two additional early release days exclusive of the four (4) early release days specified in Section ~~V~~ <u>U</u> below.

4. Professional development activities shall be defined as those activities focused on improving student achievement and include, but are not limited to, collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc.

5. A joint school committee comprised of an equal number of School Advisory Committee (SAC) members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation.

6. After gathering input from the faculty, the teams shall develop customized activities for the staff development time allotted to the early release days (as stated above) and the ten (10) planning days. If the team is unable to agree upon the activities for the days, the Superintendent and the BTU President shall appoint an equal number of persons to serve on an intervention team to mediate the situation and assist the school in developing appropriate activities. A final appeal may be presented to the Superintendent and BTU President for disposition. A copy of the activities and time allotment shall be provided to the BTU and Employee & Labor Relations.

7. If, after establishing the activities for the early release days and the planning days, the School Professional Development Team determines that additional professional development time is needed to achieve the goals of the School Improvement Plan (SIP), then the school shall initiate a waiver vote for the additional use of up to a maximum of eight (8) additional hours or teacher planning time for professional development purposes. This waiver vote shall follow the waiver vote process contained in Article Fifteen, but shall not be considered a schedule change vote. The waiver and vote results along with the plan for the use of such additional time shall be forwarded to the BTU and Employee & Labor Relations.

8. The District recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.

M. **Use of Planning Days:** Each school's SAC, working with teachers appointed by the school's Faculty Council, shall develop a plan on the use of planning days based upon the District Strategic Plan and their SIP objectives. For purposes of this project, the Faculty Council at each school shall appoint the following number of teachers to work with the SAC teams:

1.	Elementary Schools, Exceptional & Alternative Education Centers	=	3 teachers
2.	Middle Schools	=	4 teachers
3.	High Schools and Technical Colleges	=	6 teachers

Prior to development of the plan, faculty teams/ departments/grade levels will be given an opportunity to make recommendations on the use of planning days. The SAC and Faculty Council shall consider faculty recommendations, present the faculty with preliminary plans, and provide them an opportunity to react to the plans prior to their inclusion in the SIP.

N. **Access to Buildings:** When school is not in session, employees may have access to the building to voluntarily perform job related duties by arranging such access with the principal. Every reasonable effort will be made to provide access time convenient to the employee.

O. **Interruptions to Teaching:** Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/her professional responsibilities. Observations of an employee's class by persons other than school system personnel shall be allowed only after consent has been granted by the principal or his/her designee, notification to the employee, and proper security clearance has been granted. The visitation shall be scheduled no sooner than two (2) workdays after notification, except in extenuating circumstances as determined by the affected principal. Such observations shall be no longer than one (1) hour in length. Upon request, a building administrator shall be present in the employee's classroom during the entire observation period.

Observations for evaluation purposes shall be governed by the provisions of Article Eighteen of this Agreement. Observations for other purposes shall occur only after the employee has been notified in advance by the principal.

Employees should be able to perform their professional responsibilities free from unnecessary interruptions or disturbances. To the extent possible, maintenance, custodial and construction work will be done at a time or in a manner which will not result in interruptions or disturbances of the employee's professional responsibilities. The same shall apply to the use of intercommunication systems.

P. **Vending Machines:** Profits from vending machines in employee workrooms, lunchrooms or lounges shall be expended for legally permissible purposes as determined by the employees in the school and

the principal at the worksite through the Faculty Council. Vending machines dispensing lunch items are not included in this provision.

If requested, teachers shall be informed of monies collected and/or profits that have been spent from vending machines in employee workrooms, lunchrooms, or lounges. The principal shall have one (1) vote, as does each Faculty Council member.

Q. **Equipment:** The District shall provide cleaning or laundering and maintaining of school-owned physical education and athletic uniforms, uniforms for musical groups, towels, equipment, etc. The District further agrees to replace stolen, lost, irreparably damaged, or worn-out musical instruments, at least as included on the "basic equipment list" in effect during the applicable school year, to the degree the affected school's finances permit.

R. **Behavioral Objectives:** The writing of behavioral objectives may be required to determine the broad goals and objectives of employees for their students' expected success; however, the writing of behavioral objectives as a part of their daily lesson plans will not be required.

S. **Lessons Plans:** Teachers who have less than three (3) years' experience in the District may be required to submit their lesson plans to the principal on a regular basis with two (2) workdays' notice of commencement of a submission schedule.

In recognition of the professionalism of Broward teachers, employees who have more than three (3) years' experience in the District shall not be required to regularly submit lesson plans, however, any time the principal does request lesson plans, the teacher shall submit the plans with two (2) workdays' notice.

All lesson plans may be submitted in hard or electronic form.

Regardless of the years of experience, any teacher who is identified for or engaged in a written plan for improvement may be required to present his/her lesson plan to the principal on a regular basis. When requested by the principal, the teacher shall submit the plans.

The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be unreasonably complex. Documentation of the incorporation of Sunshine State Standards and teaching strategies required by law, Board policy or regulation are part of daily lesson plans.

Daily lesson plans will not require the verbatim duplication of information clearly available by reference elsewhere (does not include computer disks).

T. **Registration:** Schools shall schedule registration periods into the shortest time period possible to assure minimum interference in employee planning and preparation time.

U. **Early Release Time:**

1. The District shall provide that students at each school shall be dismissed two (2) hours early on six (6) days during the school year. Any school may opt-out of providing early release time by a 66 2/3 percent vote of bargaining unit members through the waiver methodology described in Article Fifteen, Section G, 2-4.

2. Four (4) of these days shall be scheduled the day prior to the employee planning day at the conclusion of each grading period. These early release days shall be used by employees for end of quarter activities including, but not limited to, grading of exams, grade preparation, or other appropriate activities as determined by the employee. The District shall schedule the remaining early release days after consulting with the BTU.

3. The two (2) remaining early release days shall be used in a manner consistent with the procedures below. On these two (2) days, principals may use up to one (1) hour of the two (2) hours of release time to conduct staff meetings or activities that are directly related to school improvement.

4. At all work locations, each department/grade level with the principal's approval shall adopt an objective based on student data and aligned with the SIP and the District Strategic Plan on which to focus its efforts during the school year. Each department/grade level shall then adopt early release day activities that address its established objective. The District recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.

V. **New Teacher Orientation Program**

1. The parties agree that on an annual basis, newly hired District teachers shall attend a BTU-District Orientation Program. Therefore, they shall work 197 days during their first year of employment and their salary shall be based on 196 days. The parties will co-sponsor this event. Events shall not be scheduled at

schools or other locations for newly hired employees at the time this orientation program is in session.

2. The parties agree that two (2) orientation sessions will be conducted. New teachers must attend one (1) of the two (2) days. Notification of required attendance at the orientation and the tentative date(s) of the orientation shall be presented to the new teacher upon being hired. New teachers shall be notified of the scheduled date of the orientation as soon as it is established by the parties.

   a. All new teachers employed as of the first day of the 196-day teacher calendar shall attend the first orientation day which will be conducted prior to the beginning of said work calendar. Exceptions to this requirement may be made by the Superintendent.

   b. New teachers hired after the first day of said teacher calendar shall attend the second orientation day which shall be conducted on a Saturday or weeknight shortly after the completion of FTE count week. Said date will be mutually agreed to by the parties.

3. **Program Design**: The President of the BTU and the Superintendent shall each appoint two (2) persons to a Committee to design the program. Program design shall allow for BTU and District participation in an equitable manner. Upon completing its' work, the Committee shall make recommendations to both the President of the BTU and the Superintendent for final action.

4. **Cost:** The District and the BTU agree to equally share the costs of this program. The District and the BTU shall each pay for their invited guests other than teachers and for any special equipment required for their activities.

W. **Employee Input:** As provided by statutes, within thirty (30) days after the start of each school year, employees shall be notified in writing of their right to provide input into their administrator's annual performance assessments.

X. Stewards' planning periods shall be scheduled at the end of the student day, where feasible.

ARTICLE SIX
GENERAL EMPLOYMENT PRACTICES

A. **Physical Examinations:** All employees, upon initial employment, may be required to present evidence of physical ability to perform duties assigned and of being free from communicable diseases. Such evidence, if required, shall be obtained from a licensed physician of the employee's choice. The cost of such examination shall rest with the employee. The District may require a subsequent physical or psychological examination by a physician, or clinical psychologist or psychiatrist, respectively, licensed in Florida, when in its judgment such an examination is relevant to teaching performance or employment status.

1. The affected employee's immediate supervisor shall submit a request for the examination to the applicable employee and/or department as determined by the Superintendent. If the affected employee requests, he/she shall be provided a copy of the note written by the supervisor which indicates the apparent difficulties the employee is encountering.

2. The employee has the right to attach a rebuttal statement and to have a pre-examination meeting with the Superintendent's designee to discuss the perceived problems. However, the employee must submit this request in writing to the applicable employee and/or department as determined by the Superintendent within five (5) calendar days of written notification that an examination will be or has been scheduled.

3. The employee may be represented by a person of their choice. This meeting shall not in any way infringe on the Superintendent's right to require an employee to take an examination called for in this section.

4. The appointment of the physicians and/or clinical psychologists or psychiatrists to the list shall be made by the local or county respective professional association and the District shall pay costs incurred for the examination. Under unusual circumstances as determined by the Superintendent, an additional examination can be scheduled.

5. If a determination is made that no examination is necessary, the parties agree to petition the Department of Library & Information Services for permission to destroy all documents related to the incident.

B. **Substitute Notification**: Any employee shall not be required to obtain a substitute for himself/herself or for other absent employees. The employee shall have the option of recommending a sub. The recommendation shall be submitted with as much advance notification as possible.

If an employee is not given a substitute job number after contacting the sub locator system, the employee shall notify the designated school-site administrator of the employee's intended absence prior to the start of the employee's regular workday.

Where an employee has secured both a substitute and an authorized temporary duty assignment (TDA), revocation of the TDA shall occur only as a last resort. Should revocation occur, the employee shall have the option of retaking the specific session missed the next available time the course is offered. The required TDA to attend the makeup session may not be revoked. If the workshop/training is offered only once, the TDA will not be revoked.

C. **Substitutes:** Substitute employees shall be employed for all absent employees, except studio teachers, school counselors, guidance directors, psychologists, school social workers, speech language pathologists, (excluding SLPs who service AM/PM PreK Programs) ESE specialists, media specialists, and when the employee and principal agree that employment of a substitute would be inappropriate for certain exceptional children. When it is known that an employee in one (1) of the exceptions listed above will be absent for an extended period of at least twenty (20) consecutive workdays, or the position is vacant a substitute shall be employed for such absent employee provided that a properly certified/licensed substitute is available. If a substitute is unavailable for one (1) of the exceptions listed above and the employee will be absent for less than twenty (20) consecutive days, a properly certified/licensed employee in the same job classification who increases their workload/caseload by at least 45 minutes in one workday, by covering for the absent employee or a vacant position, shall have their daily rate increased by fifty-five dollars ($55) on those days during the period of time they assume the duties of, or perform any assignment of the absent employee or vacant position. If the employee continues to increase their workload/caseload for an absent employee/vacant position for 20 days or longer, the employee shall have their daily rate increased by fifty-five dollars ($55). Substitutes may be employed during pre-school or post-school conference periods or on teacher workdays when students are not in session when the principal determines that the situation warrants it. Substitute teachers shall be expected to perform all duties normally performed by the regular employees.

The administrator shall establish a list of volunteers and implement an equitable rotation schedule for coverage among those who volunteer. Where said lists have not been established, employees shall not be subject to disciplinary action for refusal to cover assignments/caseloads for the absent employee.

D. **Covering Classes:** Employees shall not be required to substitute for absent employees. Where substitutes cannot be obtained for an absent employee, temporary coverage will be worked out mutually by the principal and the affected employee. The principal shall establish a list of volunteers and shall rotate requests for coverage among those who volunteer. Where said lists have not been established, teachers shall not be subject to disciplinary action for refusal to cover classes. Employees who volunteer to increase their normal workload by covering the class of an absent employee when no substitute is available shall have their hourly rate increase by fifty-five ($55) dollars during the period spent covering a class (rounded to the nearest half hour). Employees who volunteer to increase their normal workload by accepting a portion of the students assigned to an absent employee in order to cover a class when no substitute is available shall have their daily rate increased by fifty-five-($55) dollars on those days when they accept a portion of the students assigned to an absent employee. Classes will be proportioned as equally as possible. In elementary schools where sufficient volunteers are available, classes shall be divided equally among at least four (4) employees. When volunteers substitute by covering other classes, they are responsible to provide adequate planning for their own classes for the following school day.

Employees who are in active status as of the date of Board approval will receive their hourly/daily rate increase from twenty-five ($25) to fifty-five ($55) dollars retroactive to January 9, 2023.

E. **Full-Time Employees:** Substitute teachers, teacher aides, teacher assistants, or education support professionals shall not be employed in or assigned to a teaching position to avoid the employment of a full-time teacher when such a full-time position exists as defined in Article Twenty-Five, Section B, or for other purposes intended to circumvent any provision of this Agreement.

F. **Summer School Employment:**

1. Each summer school center shall advertise all anticipated bargaining unit vacancies no later than sixty (60) days prior to the beginning date for such positions. The notice shall state the title of the position; where to apply for the position; deadline for submitting

application; certification required; beginning and ending date of employment; the school where the application is to be sent; and the person with whom applications are to be submitted. Each applicant must apply for at least two (2) summer school locations.

2. All applicants shall be informed of the status of their applications no later than twenty (20) days prior to the beginning date of employment.

3. **Summer School Qualifications:** Assignments to such positions in each summer school center shall be made according to the following ranked criteria:

   (a) Proper certification is held by the employee.

   (b) Employee has taught one (1) school year in the subject applied for within the past three (3) years.

   (c) Applicant is a continuing employee of the District.

   (d) Should the employee receive less than a satisfactory overall end of the year performance evaluation ranking, that employee shall not be eligible for summer employment.

   (e) Twenty percent (20%) of the positions that remain after the superseniority procedures of paragraph 4 below are applied shall be selected based on seniority in the District.

   (f) Section (e) above notwithstanding, assignments to summer school positions may be made in exceptional student centers, Alternative Education Centers and of school counselors, instrumental music teachers, agriculture/horticulture teachers and media specialists, in which cases seniority within the center or classification shall apply.

4. **Steward Superseniority:** One (1) union steward from each site as determined by the BTU shall be given superseniority. Effective the summer of 2018, assignment of union stewards to summer school positions shall be made pursuant to the provisions of Section F(3) above and will be thirty percent (30%) of the total number of budgeted summer school positions.

   Not later than March 1st of each school year, the BTU shall provide the Superintendent with a list of the one (1) steward at each school that this section as well as Article Twenty-Five, Section D, 5 applies to. If the steward at a school leaves this position for any reason, the

BTU shall immediately notify the Superintendent and provide a replacement name.

G. **Supervisory Duties:** An employee shall not be required to perform managerial/supervisory duties as an assistant to or a substitute for a principal or other supervisor. However, elementary principals may designate an employee, upon mutual agreement, as teacher-in-charge to act in emergencies when the principal is absent.

H. **Supervision of Employees:** All employees such as, but not limited to, psychologists, school social workers, and speech language pathologists, whose assignments involve working in or with more than one (1) school shall be under the supervision and direction of and responsible to the appropriate District office administrator or his/her designee.

I. **Job Descriptions** shall be established by the Board for all bargaining unit positions, including supplementary pay positions. A copy of the job description shall be provided to the employee upon request.

Employees assigned to bargaining unit positions where the job description, Board policy, and/or contract requires:

1. a longer calendar,
2. additional compensation,
3. an accompanying supplement, or
4. additional and/or broader job responsibilities,

shall be reassigned out of such positions only by mutual agreement between the supervising administrator and the affected employee, for just cause, or except when such reassignment is necessary for the operational needs of the District.

J. **Equal Opportunity:** The Board and the BTU are committed to assuring equal educational opportunity for all students, to recognizing the rights and dignity of all persons, and to implementing policies which provide equal opportunity and assure nondiscrimination in employment for minorities, women, and any individual covered by a protected status. The District recognizes that minorities, women, and individuals covered by a protected status deserve equal opportunity for employment or promotion and that it has an affirmative responsibility to advance these opportunities.

K. **Bullying/Harassment:** District employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by a parent or other person in the performance of the employee's duties. A principal or assistant principal shall not be considered in violation of this

section when providing input during a performance evaluation meeting with a teacher. Bullying/Harassment shall be defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation.

School administrators should not express unnecessary complaints or criticisms concerning an employee in the presence of other employees, students, or parents. Employee complaints under this paragraph K shall not be subject to the provisions of Article Thirty-Four, but shall first be directed to the Chief School Performance & Accountability Officer. If the employee is not satisfied with the disposition of the complaint, the complaint shall be submitted to the Chief of Staff. If the employee is not satisfied with the Chief of Staff's decision, the complaint may be advanced to arbitration for the final and binding decision.

L. **Back to School Night:** All bargaining unit members may be required annually to attend one (1) back-to-school night. With sufficient reasons, an employee may be released from attendance of this activity with prior approval of the principal. Such employee shall participate in a similar type activity within the school year as mutually agreed upon by the employee and the principal.

High schools on a 4x4 block schedule may plan a second back-to-school night. Employees who volunteer to attend shall be compensated for three (3) hours at their hourly rate.

Should the employee and principal fail to reach agreement by January 31st, the matter shall proceed to the Chief School Performance & Accountability Officer for final determination. The Chief School Performance & Accountability Officer's decision is exempt from all provisions of Article Thirty-Four.

M. **Secretarial Services and Clerical Support**: Secretarial services shall be available to elementary School Counselors, ESE Specialists and Media Specialists to perform routine clerical duties (i.e., typing and filing) during periods where workloads are high and to the extent possible as determined by the principal. When media specialists are assigned classes to instruct, their non-instructional workload shall be modified to accommodate these additional instructional responsibilities.

N. **Trade Organization Membership**: The vocational career and technical department chairperson shall offer input with his/her principal on

school/individual membership to the employee's trade organization in each vocational career and technical area. The principal shall make the final decision and the school shall assume all costs for membership fees.

O. **Electronic Grade Books**: The electronic grade book will be used in lieu of the traditional paper grade book when functionally possible at the work location.

The Teacher of Record will input a minimum of three (3) grades by the Interim Period. By the end of each quarter, the grade book will reflect a minimum of nine (9) grades. Recording grades in the areas of related arts and advanced placement subjects will vary.

Standard operating procedures should be followed for incomplete make-up work.

P. **Sign Out Sheets:** In recognition of their professionalism, employees shall not be required to sign out of their worksite unless leaving the location during work hours.

ARTICLE SEVEN
HEALTH AND SAFETY

A. **Unsafe/Hazardous Conditions:**

1. **Potentially Unsafe/Unhealthy Conditions**: There shall be compliance with all applicable local, state and federal laws relating to health and safety of personnel. Whenever an unsafe or unhealthy condition exists, the employee aware of the condition, shall report to the principal who shall attempt to correct the problem. If the principal cannot correct the problem within ten (10) workdays of the date he/she is made aware of said problem, he/she shall notify the Chief School Performance & Accountability Officer for the purpose of taking appropriate action to investigate and resolve the matter. This deadline may be extended by mutual agreement between the affected principal and building steward. Each site's Faculty Council, or subcommittee thereof, may review health/safety/air quality issues and make recommendations addressing such issues to the site principal/administrator. If a majority of the Faculty Council at a site is not satisfied with the administrator's response and the response of the School Performance & Accountability Office, they may request that the Labor Management Committee review the matters. The District shall provide the BTU with reports of unsafe or unhealthy conditions generated periodically or as a result of a complaint. The school locations will provide the BTU with monthly reports identifying work performed to correct deficiencies.

2. **Immediately Hazardous, Dangerous, or Infectious Conditions:** Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions and notifying the appropriate administrator when they believe an area should not be occupied by students or employees. Administrators shall immediately respond to the employee's concerns regarding hazardous, dangerous, or infectious conditions. In order to ensure the safety of employees and students, the District shall follow the Center for Disease Control protocols when responding to infectious diseases. When receiving a complaint regarding potentially hazardous, dangerous, or infectious situations, the administrator shall notify the School Performance & Accountability office. For the purpose of taking appropriate action to resolve the aforementioned types of situations, the administrator/designee shall contact the appropriate District department (i.e. Risk Management, Safety or Physical Plant Operations, etc.) or local emergency response providers (i.e. local police and fire departments). The administrator

shall inform the notifying employee of the recommendation received and the action taken.

B. **Safety Equipment:** The District shall provide safety glasses, lab coats and/or shop aprons for all employees assigned to subject areas where the employee is subjected to more-than-to-be-expected grease, dirt, chemicals, art materials and similar agents.

Affected employees may, through their department head, make input to their principal on the type and quality of clothing mentioned above. The principal shall make the final decision on the purchase of clothing.

C. **School Facilities:** The District agrees to maintain classrooms, other learning areas, and school facilities in a clean and working condition conducive to effective teaching and learning.

D. **Bomb Threats:** In the event of a bomb threat, the worksite shall be evacuated until persons with appropriate expertise deem it to be safe. Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such return has been given by proper authorities. Employees shall not search for bombs.

E. **Examining Students:** Employees shall not be required to examine students physically for the presence of any contagious diseases. Employees are encouraged to notify the administration immediately if they suspect a student of having a communicable or contagious disease.

F. **Air Quality And Health/Safety Committee:** The BTU shall appoint two (2) people to serve on the District's Air Quality Committee. These representatives may bring recommendations and notifications of issues involving Indoor Air Quality to the attention of the Facilities Task Force Committee for appropriate redress. Each site's Faculty Council, or subcommittee thereof, may review health/safety/air quality issues and make recommendations addressing such issues to the site principal/ administrator. If a majority of the Faculty Council at a site is not satisfied with the principal's/administrator's response and the response of the School Performance & Accountability Office as provided in Section A above, they may request that the Labor Management Committee review the matters.

The Labor Management Committee may recommend new/modified contract language and/or Board policy addressing concerns related to health/safety issues affecting bargaining unit members.

G. **Health/Safety Component**: Each school's SAC shall develop a health and safety component to be included in its SIP.

H. **Labor/Management Meeting:** Any other concerns, not specifically covered herein regarding health and/or safety factors shall be addressed through the county-level Labor Management Committee meetings, Article Thirty, Section G.

I. **Medical Procedures:** The District shall comply with all provisions of Florida Statutes, Section 1006.062, Medical Procedures. Except in case of emergency, bargaining unit members shall not be assigned responsibility for administering medical procedures or dispensing medication to students.

J. **Tools for Schools Program:** The District shall implement the Tools for Schools Program and comply with all components of the program in at least twenty (20) additional schools each year until all schools have implemented and complied with said components of the program. Both parties agree to educate employees, BTU stewards and school administrators on the methodologies and the need to fully participate in completing surveys in order for the program to succeed. BTU will release a steward at each of the selected schools to participate in training.

ARTICLE EIGHT
CURRICULUM AND INSTRUCTION

A. **Reference Materials:** The District agrees to continue to make available to employees the reference materials maintained by the District. Principals are encouraged to provide additional reference materials of high use in schools where feasible.

B. **Materials:** The District agrees to provide the following materials to the degree finances permit: educational computer software, appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires. Adequate and appropriate testing materials, including one (1) complete test kit and an adequate supply of test forms for each test recommended by the current District procedures for identifying exceptional students, shall be provided for each psychologist. The administration and employees shall seek and use the textbooks and supplementary materials which reflect the role and the contribution of minority groups to the history and the scientific and social development of the United States and which do not reflect stereotyping of sex roles or otherwise reflect adversely upon persons because of their sex.

Special subject teachers, who are asked to work with students before or after school, shall be provided with reasonable funds when requested by the teacher and approved by the administration for such programs. Except in case of emergency, expenditures in excess of the amounts approved by the principal shall not be reimbursed. An emergency shall be determined by the principal and such determination shall be made in a reasonable manner.

Itinerant teachers who provide hospital/homebound instruction will be provided a wireless internet card or other technology to ensure internet access for use in their duties.

C. **Typing/Copying Equipment:** The District agrees to make available and accessible in each school: typing equipment, copying facilities, and computer equipment with internet access to aid employees in the preparation of instructional materials. Unreasonable restrictions shall not be placed on employees' use of equipment.

D. **Media Center:** The District will make every effort to continue to provide a media center staffed by a media specialist in each school to supplement and complement the required curriculum.

E. **Submission Of Grades:** All instructional employees shall not be required to submit grade reports until two (2) hours after the beginning of the

planning day following the end of the grading period except for elementary schools, where end of year grades shall be submitted two (2) days prior to the last student attendance day. Career and technical center employees shall submit student grades within three (3) working days prior to the end of any grading period. No employees shall collect postage or money for postage nor to otherwise prepare student report cards for mailing to students.

F. **Psychologists Information:** Psychologists shall have the right to refuse data or requests, which they consider to be invalid to the diagnostic process based on District and State requirements.

G. **Changing Grades:** The employee shall maintain the right and responsibility to determine grades and other evaluations of students within the policies of the District and affected State Statutes. Any request to change a grade shall be made in writing to the employee and shall result in a conference with the employee, the principal, the Chief School Performance & Accountability Officer and a BTU representative.

ARTICLE NINE
DEPARTMENT CHAIRPERSONS, CURRICULUM COUNCILS AND PROFESSIONAL DEVELOPMENT COUNCIL

A. Selection of Department Chairpersons, Grade Level Chairpersons, and Team Leaders

1. **Selection Process:** The bargaining unit members in each school and center shall meet not later than May 1st of each school year to recommend the name of a qualified unit member who wish to serve as department/grade chairperson or team leader. Bargaining unit members may recommend the name of a non-qualified unit member if the members of the team/department/grade level who meet all supplementary job qualifications decline the position or if no team/department/grade level members meet the minimum job qualifications. The principal shall consider this input and will then submit his/her recommendation to the Superintendent. The Board shall act on the Superintendent's recommendation no later than the last workday in August. The person selected shall be paid in accordance with the salary schedule for said position. (See Appendix F)

2. **Filling A Vacancy During The School Year:** If a vacancy occurs during the school term in a position described above or in case of a newly-created position, such vacancy shall be filled pursuant to the procedure described in Section A.1. above. The input from the bargaining unit members shall be obtained within five (5) workdays of the occurrence of the vacancy and the principal shall submit his/her recommendation to the Superintendent. The Superintendent shall submit his/her recommendation within five (5) workdays of receipt of the recommendation submitted by the principal.* The Board shall act upon the Superintendent's recommendation at the first Board meeting following receipt and approval by the Talent Acquisition & Operations (Instructional) Department of the qualifications of the applicants.

3. **Appeal Meeting With Principal:** Should employees of the team/department/grade level disagree with the principal's recommendation for the position, a meeting shall be arranged with the principal to discuss the specific reasons for his/her selection. If the principal is unable to resolve the complaint, the employee may present the complaint to the Chief School Performance & Accountability Officer for review.

   If the Chief School Performance & Accountability Officer is unable to resolve the complaint, the Superintendent of Schools and the

President of the BTU will meet periodically to jointly resolve the unresolved complaints. The resolution at this level is final and binding and shall not be further challenged under Article Thirty-Four of this Agreement.
***See Article Nineteen, Section F.2**

4. **Chairperson/Team Leader Duties:** The responsibility of the department or grade level chairperson or team leader shall be as prescribed in the Board-adopted job descriptions which may include but not be limited to:

   (a) serving on curriculum councils as set forth in these procedures,

   (b) implementing programs and curriculum adopted by the Board,

   (c) assisting and advising principals in all of the itemized performance responsibilities which are designed to maintain and improve employee performance, and where applicable,

   (d) serving on the Professional Development Council as outlined in the procedures of this Article when duly appointed by the Board,

   (e) Participate with principals and assistant principals in performance assessment conferences for the purpose of assisting unit members in understanding their strengths and possible areas for improvement. Provide coaching opportunities and assist with curriculum development for teachers assigned to their departments/teams.

   (f) serve on professional development teams for teachers who need professional performance assistance.

   (g) monitor the implementation of school improvement plans.

B. **Release Time:** Department/grade level chairpersons and team leaders will be provided release time to carry out duties contained in their supplemental job descriptions and responsibilities listed in number four (4) above. Elementary schools will provide one (1) day of release time per month (10 months) for up to seven (7) team leaders. Middle, high, exceptional centers, adult, technical centers and community schools will provide one (1) day of release time per month (10 months) for up to eight (8) department/grade level chairpersons.

ESE support facilitators, autism coaches, and ESE teachers who have an entire class comprised of ESE students shall be provided at least two (2) days of release time. The ESE teachers at each work location shall schedule said days and use this time for the purpose of attending IEP meetings, writing IEP's, completing individualized planning and other appropriate curricular activities for their students. The principal shall approve the scheduling of these days.

ARTICLE TEN
EMPLOYEE PREPARATION, CONFERENCE AND PLANNING

A. For the purpose of this Article, planning shall mean time spent by the teacher to grade papers, develop lesson plans, collaborate with colleagues, and other activities that are of educational benefit to his/her students.

B. **Elementary Preparation/Conference Time:** Elementary school employees shall have a preparation/conference/planning time totaling not less than sixty (60) minutes per day, excluding relief periods. A maximum of one hundred twenty (120) minutes per calendar month shall be available for use at the principal's discretion. This time can be used only one (1) time per week and will be used in three (3) increments -- two (2) increments of up to forty-five (45) minutes and one (1) increment of up to thirty (30) minutes. Additionally, elementary employees will use the time during which all their students are in special classes such as art, music, or physical education as a preparation/conference/planning period and/or relief period.

C. **Secondary:** High school and middle school Employees shall be given one (1) uninterrupted preparation/conference period per day of the same length as the regular class period. Subject to the total school schedule, a maximum of thirty (30) minutes per week at the high school level and a maximum of thirty (30) minutes per week at the middle school level shall be available for use at the principal's discretion. Every effort shall be made to provide no more than three (3) different course preparations per day.

D. **Block Schedule:** Middle school and high school employees on a block schedule shall have a preparation/conference time totaling not less than ninety (90) minutes per day, excluding relief periods. A maximum of thirty (30) minutes per week shall be available for use at the principal's discretion.

E. **Optimal Time Usage:** Schedules in elementary and secondary schools shall be arranged to provide teachers with preparation/ conference time in the largest units of uninterrupted time possible. If uninterrupted preparation/conference time of the duration required by Sections B through D above are not possible, teachers shall be allowed with the agreement of the principal to flex their starting and/or ending times to provide a preparation/conference time in the greatest amount of uninterrupted time possible.

F. **Change of Teaching Stations:** Regular classroom employees in middle and high schools shall not be required to change subject area teaching stations more than two (2) times during the school day to the extent possible.

G. **Special Subject Teachers:** Teachers of art, music, physical education, laboratory sciences, media specialists, speech language pathologists, reading consultants, school psychologists, school social workers, school counselors, all special education employees, career and technical college teachers and occupational specialists shall be provided preparation time to the same extent as other employees in the District and the time shall be used for that purpose. Elementary schools shall make every effort to provide special subject teachers with a fair and equitable work schedule. Schools shall not regularly assign school counselors to teach classes unless at least one (1) full-time counselor without teaching responsibilities is available to maintain the counseling program. Every effort shall be made to assign each special subject teacher to his/her own classroom when assigned to instruct students on a regular schedule. When such assignment is not possible, a reasonable period of time shall be allowed for a teacher to move between classes.

H. **Alternative Teaching Assignments:** Should the District choose to implement multi-grade, combination classes and/or team teaching models, it shall:

1. First solicit volunteers to teach such classes through written notification at each affected worksite. Employees desiring to teach such classes shall file a written statement with his/her school principal of such desire. Voluntary requests shall receive first consideration.

2. Involuntary assignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner, not arbitrary or capricious. The principal shall advise the employee through a personal interview and in writing that the assignment is being recommended and the reasons therefore.

ARTICLE ELEVEN
STUDENT DISCIPLINE

A. Student discipline is based on the requirement that all students must adhere to a code of behavior and to conform with all school rules and regulations.

B. **District Discipline Committee:** The Student Conduct and Discipline Code adopted by the Board shall be reviewed once during the term of this contract by a committee appointed by the Superintendent. However, by mutual agreement between the parties, the Code can be reviewed and amended at any time. The Committee shall be comprised of the following individual/groups:

1. Employees, including four (4) elementary, four (4) middle, four (4) high, one (1) exceptional child, two (2) career and technical, one (1) from a high school and one (1) from a technical center), one (1) guidance, one (1) psychologist, and one (1) social worker. Nine (9) of these employees shall be as recommended by the BTU.

2. Four (4) parents or guardians, one (1) from each area of the District, selected by parents and guardians in a manner to be determined by the Superintendent.

3. One (1) elementary, one (1) middle and one (1) high school, and one (1) center principal to be selected by their respective associations.

4. Three (3) students selected by students in a manner to be determined by the Superintendent.

5. The Superintendent or his/her designee and two (2) other designees of the Superintendent.

6. The Chairperson shall be elected by and from the Committee members. The Committee's request for any necessary assistance and other resources needed to complete its function, may be submitted to the Superintendent. Such annual review of the Code shall be completed by May 1st of each year and any revisions of the Code recommended by the Committee shall be acted upon by the Board by July 1st of each year. Upon adoption, copies of the Code shall be distributed to all employees and students.

7. The District shall update the Student Conduct & Discipline Code to reflect full compliance with Florida Statutes, Section 1006.09, (1) (C) which addresses students found to have intentionally made false

accusations that jeopardize the professional reputation, employment or professional certification of a teacher.

C. **Support and Assistance To Employees:** The District has the responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom and shall provide necessary services for the diagnosis and evaluation of exceptional students, including dispersal of medication, and for processing certificates of exemption from school attendance.

The principal, or in his/her absence, the person designated to be in charge of the school, shall have the responsibility for maintaining overall discipline within the school setting. Further, the principal shall delegate to the employee such responsibility for control and direction of the students as he/she considers desirable or as required by Board policy and rules. When and where such responsibility, including dispersal of medication, has been delegated, the employees shall be supported in any reasonable action they may take.

Each pupil enrolled in a school shall, during the time he/she is attending school and during the time he/she is on the school premises, be under the authority of the principal or person designated to be in charge of the school, and under the immediate control and direction of the employee or other member of the instructional staff to whom such responsibility and authority may be assigned by the principal.

D. **District Responsibility:** The District shall do everything within its legal power to protect and support the principal and employees in their disciplinary role. This shall include, but not be limited to, legal defense or reimbursement in accordance with Florida Statutes for any civil or criminal action brought against any employee arising out of and in the scope of his/her employment unless such employee acted in bad faith or with malicious purposes or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and provided, however, that in any case where the employee pleads guilty or nolo contendere or is found guilty of such action, the employee shall reimburse the District for the cost of any legal services for which the District paid. The provisions of this section shall not apply to action of the District against an employee. Each expenditure of funds for legal defense by the District shall be acted upon at a public meeting with notice pursuant to Florida Statutes. In addition, the District shall assist the principal, employee and/or other school staff members in bringing about penalties for the disruption of school functions or assault or battery upon the instructional staff as set forth under Florida Statutes, Sections 1006.145 and 784.081.

E. **Classroom Discipline:** An employee may impose customary classroom discipline (except corporal punishment) where necessary in cases of minor infractions and may use such force as is necessary in protection from attack or to prevent injury to himself/herself or another person. The use of reasonable force necessary to isolate the disruptive student from the classroom shall not constitute corporal punishment as defined in accordance with Section C above and shall not be used as a basis for the suspension of an employee nor for holding an employee liable for such an act unless the force used is degrading or unduly severe as to its nature. The Administration shall, within five (5) days, accurately code student discipline actions in the Discipline Management System.

F. **Student Discipline Plan:**

1. Each school's School Advisory Council (SAC), working with teachers appointed by the school's Faculty Council, shall develop a comprehensive student discipline plan. The administration shall utilize the Administrative Discipline Matrix to ensure consistency of student discipline throughout the District, except when its use conflicts with a student discipline plan developed and adopted through a faculty vote following the process below. If a conflict between the Administrative Discipline Matrix and a school's discipline plan arises, the parties shall form a joint intervention team of two (2) members appointed by each party to meet with the school's discipline committee to resolve any conflict and to ensure that the plan meets the intent of the matrix.

2. The plan shall incorporate the principles of progressive discipline and provide for clear guidelines and consequences as well as encourage consistency in its school-wide application by teachers and administrators. Discipline procedures such as when and how a teacher should send a disruptive student to the administrative offices should also be addressed. The plan shall include procedures for a teacher to exclude a student from class and for the subsequent development of a behavior contract. The contract shall be developed by the committee recommending placement with input from the student's teacher and shall delineate what further disciplinary action may be recommended should the student violate the behavior contract. Said procedures shall be consistent with Florida Statutes and Board Policy. For the purpose of this project, the Faculty Council at each school shall appoint the following number of teachers to work with the SAC teams:

a. Elem. Schools, Exceptional & Alternative Educ. Ctrs.	=3 teachers
b. Middle Schools	=4 teachers
c. High Schools and Technical Centers	=6 teachers

3. The plans will be developed and submitted as a component of the School Improvement Plan (SIP) for implementation during the next school year.

4. **Faculty Vote:** Once the above-cited group finalizes the plans, the plans shall be voted on by the bargaining unit members in affected schools and must be approved by 66 2/3 percent of said members in accordance with the provision contained in Article Fifteen, Section G, 2-4 of this Agreement.

   The BTU shall receive one (1) copy of each school's discipline plan.

   If the plan is not approved, then Section 5 below of this contract shall be implemented.

5. If the faculty at a school cannot agree and approve a discipline plan, then the following provisions shall be implemented:

   a. An employee may remove a student to the principal or his/her designee when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable.

   b. Prior to such student being readmitted to the classroom, the principal or his/her designee to whom the student has been removed shall provide in writing to the employee a statement of the specific action taken and the consequences to the student if the incident recurs. The teacher may exclude a student from the class in compliance with Florida Statutes and Board Policy.

   c. The form shall contain a space where the teacher may recommend a consequence to the principal/ administrator for the offense. The administration shall utilize the Administrative Discipline Matrix and provide an explanation at the request of the referring teacher when the principal/designee does not follow the teacher's recommendation.

   d. The student referral form must contain a section indicating the specific action taken by the Administration and the consequences to the student if the incident recurs.

G. **District Standard Referral Form:** There shall be one (1) student referral form used throughout the District (see Appendix D). When appropriate, teachers shall use this referral form to request administrative disciplinary action. Such administrative action shall be noted on the form and the referring teacher shall be provided a copy. A school may request a waiver of the District referral form consistent with the District waiver timeline and contract language concerning student discipline. Should a school be granted the waiver of the referral form, it is not necessary to renew the waiver each year unless the school decides to make a significant revision to the referral form. The referral form included in Appendix D may be modified with the agreement of both parties to achieve the goal of paperwork reduction while maintaining the requirements contained herein.

H. **Written Statement**: When a student is referred for disciplinary action, the employee shall furnish the principal or designated representative, as promptly as teaching obligations will allow, with full particulars on the problem or incident in writing utilizing the student referral form. In cases where the student has been removed, the principal/designee shall furnish a written response on the referral form prior to returning the student to class. In cases where the student has not been removed from class, the principal/designee's response shall be provided to the employee within two (2) workdays.

I. **Student Discipline File:** Individual records will be maintained by the principal or his/her designee on student discipline and will be available to employees as an aid for determining disciplinary recommendations concerning particular students.

J. **Special Assistance:** Whenever it appears that a particular pupil requires the attention of special employees, the District will take reasonable steps to assist the employee with respect to such pupils. The District recognizes that the employee shall not be expected to assume the ongoing responsibility for psychotherapy. Additionally, the Special Investigative Unit (SIU) shall provide schools with a copy of the Student Felony Arrest Information Transmittal for students who have been arrested for a felony crime, and the schools' administrations shall provide affected employees with a copy of the form. Teachers shall keep this information confidential pursuant to the requirements of state law.

K. **Reporting Incidents:**

1. Principals or other appropriate administrators shall be responsible for immediately reporting to the Superintendent, through the SIU:

- any person who commits assault or battery upon any employee
- any person, excluding a student, who upbraids, abuses or insults any employee during employment, on school property or at a school activity
- any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof.

2. Reports of death, and other threats of a violent nature made against an employee, shall immediately be reported to the school administrator who shall immediately notify SIU and the affected employee. The employee shall be given the opportunity to immediately notify law enforcement officials, the union and other appropriate individuals if the employee so desires.

L. **Filing Charges:** The SIU shall make an immediate investigation. The Superintendent or his/her designee shall assist the employee in filing charges against the individual committing such act or acts if the employee chooses to file charges.

M. **Procedures To Correct Misbehavior:** School authorities will endeavor to achieve correction of student misbehavior through counseling, interviews and conferences, which when warranted, shall be extended to include the child's parents. Suspension, alternate school placement, and/or other appropriate action, as determined by Board policy, may be imposed for serious or persistent infractions of normal good behavior.

N. **Reimbursement To Employees:** The District shall reimburse an employee for the cost of reasonable and necessary medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his/her employment, less any such cost paid by District insurance programs or Worker's Compensation.

O. **Field Trips:** Students may be denied the privilege of participating in field trips, social and/or extra-curricular activities if said student(s) have been disruptive, violate the student code of conduct or fail to conform with school rules and regulations. The teacher shall make this initial decision and inform the affected student and the principal/designee as to the reason for the denial of the privilege.

If the teacher's principal overrules this decision, the teacher may appeal, in writing, to his/her Chief School Performance & Accountability Officer

within two (2) work days of the principal's decision. The Chief School Performance & Accountability Officer will meet with the affected teacher, a representative of their choice, and the principal. The Chief School Performance & Accountability Officer shall issue a final and binding decision, in writing, within two (2) work days of the meeting. The Chief School Performance & Accountability Officer's decision is exempt from the provisions of Article Thirty-Four of this Agreement.

P. **Student Removal and Placement Review Committee:** Within the first four (4) weeks of the school year, the principal shall inform the teachers in writing about the availability, the procedures, and the criteria for removing a student from class and the establishment of the Placement Review Committee. The Placement Review Committee shall be organized according to procedures in Florida Statutes and Board Policy.

Q. **Child Protected Services:** Any person who knows, or who has reasonable cause to suspect child abuse, shall report it to the Child Protective Services. Relaying the information to an administrator does not relieve a mandatory reporter from making contact with Child Protective Services pursuant to Florida Statutes, Section 39.2011.

ARTICLE TWELVE
REDUCTION IN PAPERWORK

A. **Establishment:** The parties recognize the need to minimize the paperwork requirements for bargaining unit members. To help facilitate this objective, the parties agree to establish a District level Data Collection Review Committee.

B. **Purpose:** The Committee shall study and recommend procedures to the Superintendent for eliminating, reducing, revising and consolidating employee paperwork requirements. This shall include, but not be limited to: circumstances where teachers are required to handwrite a list of students' test scores for the principal, when the principal can simply print out a list of scores from the computer; initiating a reports/form management system to ascertain that duplications in the collection of data does not exist; ascertaining that reports/form are prepared in a logical and uncomplicated format; reducing the number and complexity of required reports particularly at the school level; recommend the appropriate personnel and/or automated systems to prepare those forms/reports deemed necessary with the intent, where possible, of relieving teachers of this responsibility.

C. **Composition:** The President of the BTU shall appoint six (6) bargaining unit members and the Superintendent shall appoint five (5) people to the Committee. The members of the Committee shall select a chairperson. The chairperson, or a classroom teacher member elected by the committee if the chairperson is not a classroom teacher, shall service as the District representative in reporting to the School Board and State Board of Education regarding paperwork reduction.

Term: Committee members shall serve for a two (2) year term of office and may be appointed for additional terms. If any member cannot fulfill their term, he/she will be replaced by the person who appointed them to finish out the affected term of office. Any Committee member may be replaced at any time by the person who appointed him/her.

D. **Responsibilities:**

1. The Committee shall meet quarterly on mutually agreed upon times and places.

2. The Committee is authorized to create subcommittees to accomplish its tasks.

3. Any Committee member who misses three (3) successive meetings shall be removed from the Committee and a replacement shall be designated by the individual who made the original appointment.

E. The Committee shall issue its written recommendations to the Superintendent no later than the last week in May.

F. The Superintendent's Form Control Report provided to the Department of Education will also be provided to the BTU.

G. **Faculty Council/Paperwork:** The Faculty Council or a sub-committee of the Council shall review all forms and other paperwork created at their school and issue non-binding recommendation to the principal for eliminating, reducing, revising consolidating school generated paperwork. If the majority of the affected faculty is dissatisfied with the principal's response to said recommendations, the faculty may request the District level Paperwork Control Committee to review said recommendations. The Committee shall process this review pursuant to the provisions of this Article.

H. The Data Collection Review Committee may recommend new/modified contract language, addressing concerns related to the extensive amount of paperwork required of teachers. Such recommendations will be referred to the Labor Management Committee.

ARTICLE THIRTEEN
ACADEMIC FREEDOM

A. **Democratic Tradition:** The parties agree, within the prescribed course of study of the Broward County public school system, to seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibilities, to inspire meaningful awareness of and respect for the Constitution and laws of the State of Florida and the United States, and to instill appreciation of the values of individuality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and students is encouraged.

B. **Individual Rights:** Freedom of individual conscience, association and expression shall be encouraged and fair procedures developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

C. **Rights of Others:** While the employee must be free to live according to his/her own conscience, so must his/her students and the public he/she serves. The employee may not infringe upon the freedom of students assembled involuntarily by application of attendance laws. Opinion and theory should be clearly stated and identified.

ARTICLE FOURTEEN
POLITICAL ACTIVITY

A. **Political Action:** All employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida.

B. **Political Materials:** Use of political material for instructional purposes in the classroom is permitted, but each employee must be accountable that the presentation is open-minded, fair, responsible, and respectful of the differing opinions of others. Use of political material for political purposes in the classroom is prohibited.

C. **Political Coercion:** All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

ARTICLE FIFTEEN
ACCOUNTABILITY

A. School-site accountability is an ongoing process through which professionals working as a team have the opportunity for authentic participation in the school and greater responsibility for its process. Those most closely affected by decisions ought to be involved significantly in making those decisions on all issues.

B. **Committee Involvement:**
If the Superintendent creates a District-wide Accountability Committee, the President of the BTU shall appoint one (1) member.

C. **Training:**

1. Recognizing that professional development skills are vital, the District agrees to provide in-service training to teachers to the extent funding permits. Training shall be designed to develop and enhance the operations of the School Advisory Committee (SAC) and be extended to involve the entire faculty through the various stages of change and school restructuring. The District and the BTU shall work together in the development and implementation of quality training related to accountability.

2. School-based accountability funds allocated to the school may be used to support these training efforts.

D. **Reconciliation/Intervention Team:**
The parties agree to provide a reconciliation team to assist schools experiencing difficulties in making adequate progress in student achievement or who need assistance in group interactions or with other school conflicts. The Superintendent shall decide the composition of the team, and when a team will be assigned to assist a school. The president of the BTU may make a direct request to the Superintendent to send a team to a specific school. The president of the BTU shall appoint two (2) team members.

E. **Shared Governance:**
The parties shall develop a variety of shared governance models which schools may consider. Schools shall select a model that best suits their needs or the staff may develop an alternative model of governance with direct involvement by teachers, other staff and community representatives. Staff approval and commitment to the model is essential. The selected model of governance will be specifically described in each school's improvement plan.

F. **School Advisory Council (SAC)**

1. The President of the BTU shall appoint one (1) teacher bargaining unit member from each school to serve on that school's SAC team. The appointment is for a full school year. If the selected employee must resign from the SAC, the President shall appoint a replacement. The BTU shall provide updated lists of their SAC representatives by September 1st of each year with subsequent changes provided in writing. Also, pursuant to Florida Statutes, Section 1001.452, teachers at each school shall select the teacher representatives on SAC teams.

   The BTU president shall appoint one (1) steward/or designee to participate on the community interview/conversation committee as part of the process for the selection of the new principal from their school. The committee's recommendations shall be submitted to the Superintendent for his/her consideration.

2. **The role of the SAC is to:**
   (a) initiate, develop, implement and evaluate the SIP and other school site issues to professionalize teaching and to improve student performance;
   (b) request technical assistance and staff development;
   (c) oversee subcommittees as a result of action taken by the SAC;
   (d) others as decided by each school site.

3. **School Improvement Plan (SIP)**
   Once the SIP is developed by the SAC team it shall be presented to the faculty for final comments or suggested changes before the SAC takes a final vote on its plan.

   If the approved SIP is substantially different from the one shared with the faculty before the SAC voted, the principal and building steward will brief the faculty on the changes. For purposes of this section, the SAC members will determine if the plan is "substantially different." A final copy shall be available for review in the school's media center.

   The District will provide a BTU steward signature line on the SIP n document. Said signature indicates that the steward has knowledge of the SIP. The steward may choose not to sign, but the signature or lack thereof will not stop the implementation of the Plan.

4. **School Improvement Funding**

The District shall fully comply with Florida Statutes, Section 24.121 (5) (c) which addresses guidelines for the expenditure of lottery funds. If the Florida Legislature deletes/amends the statutes that this section is based on, or the State appropriation ends, this Section #4 shall be amended or deleted to reflect the action taken by the Florida Legislators.

G. **Waivers:**

1. The waiver procedures for policies, State Board rules, Florida Statutes, Federal laws, collective bargaining agreements, etc., are contained in the District's Accountability Policy – Policy 1403. Policy 1403 does not apply to the subject matter addressed in Section K of this Article Fifteen, but Section K shall govern such subject matter.

2. **Time Frame:** All waiver requests must be presented in writing to the faculty not less than three (3) workdays before the official secret ballot vote is conducted. The parties agree that the faculty cannot vote on a waiver addressing the same issue more than once each semester.

3. **Secret Ballot Vote:** The vote shall be conducted through a secret ballot conducted by a bargaining unit representative chosen by the entire faculty who shall be responsible for securing ballots during this time. The principal and a representative of the BTU shall be official observers of the election and ballot counting. The waiver request must be approved by 66 2/3 percent of the bargaining unit members in the school and not just those in attendance at the voting meeting (Example, i.e., a school with 100 bargaining unit members must have 67 positive votes regardless of the number of bargaining unit members voting. (If the waiver does not affect the entire school, then a vote of 66 2/3 percent of the affected bargaining unit members is necessary.

4. **Notice of Election Day:** The date for the written ballot will be announced not less than twenty-four (24) hours prior to election day and will be conducted at the school. Any bargaining unit member who will be on an approved leave of absence on the day of the official vote shall be provided the opportunity to vote prior to the scheduled official vote as long as the final waiver language is available for review by the affected employee. Absent employees who return to work not later than one (1) workday after the election may procure an absentee ballot at the school, fill it out at the school and turn it in to the person selected by the faculty to conduct the vote.
5. **Challenge to the Voting Procedure:** If the administration, the affected faculty, or the BTU believe that improprieties have occurred

with the election, the president of the BTU and the Superintendent's designee shall meet and agree on a remedy.

6. **Community Endorsement and Steward Signature:** After the election is conducted, the waiver request must be reviewed and endorsed by the community at an advertised open meeting. The District will provide a BTU steward signature line on the waiver request form. Said signature indicates that the steward has knowledge of the waiver. The steward may choose not to sign, but the signature or lack of a signature will not stop the waiver from continuing throughout the District review process.

7. **Recommendation of the Superintendent:** Without such 2/3 majority vote, a waiver shall still be submitted but will not have the recommendation of the Superintendent or the President of the BTU. All waivers must be cost neutral. Window periods for waiver submission will be consistent with the District's Accountability Policy.

8. **Waiver Assistance Panel:** All waivers shall be reviewed by a Waiver Assistance Panel. The President of the BTU shall serve as a member of the Committee. The Committee shall have no veto power.

9. **Impact Bargaining:** If the BTU believes that a waiver request impacts this Agreement, the President of the BTU may request impact bargaining pursuant to provisions contained in PERC case law.

10. **Waiver Duration:** Waivers will be for one (1) year duration and non-precedent setting.

    A school may request a waiver of the District referral form consistent with the District waiver timeline and contract language concerning student discipline. Should a school be granted the waiver of the referral form, it is not necessary to renew the waiver each year unless the school decides to make a significant revision to the referral form.

H. **Transition Team:**

The parties agree to create a transition team when a new principal is appointed at a school. The President of the BTU shall appoint one (1) member of the team. The Transition Team will assist in the transition of a new principal so that there is an easy and efficient change of leadership while the school continues to work toward its goal and objectives as specified in the SIP.

I. **Funding:**
The District will provide $80,000, which shall be used to further the goals of the District's Accountability Program. Specifically, the funds may be spent in such areas, but not limited to: training, release time for teachers working on accountability projects, guest speakers, etc. The BTU will keep a written record of expenditures charged to this fund and shall make this information available to the District.

J. **National Board for Professional Teaching Standards**
The District shall offer professional incentives/assistance to employees working toward and/or attaining national certification including:

1. Upon completion of the portfolio process, candidates shall receive sixty (60) in-service credits. Candidates who complete the process and do not receive certificates shall receive sixty (60) in-service credits.

2. Upon request, arrangements may be made with the principal to provide one (1) day of release time for the candidates to complete the portfolio. This time shall constitute temporary duty leave assignment consistent with applicable rules and policies.

3. The District shall strive to provide technical assistance for use at home for the completion of the portfolio. Candidates will contact HRD to facilitate assistance with video equipment. Arrangements for the use of the referenced equipment shall be pursuant to Board policy.

4. Upon publication by the National Board of the guidelines and procedures for re-certification application, the committee will meet and confer to recommend appropriate incentives.

5. Candidates who receive certification shall receive an additional sixty (60) in-service credits.

6. Candidates who complete the process but do not qualify for certification, have the opportunity to bank their subject areas and retake the exam will be awarded sixty (60) in-service credits if they engage in the retake process.

7. New teachers entering Broward County with NBPTS certification shall be awarded a one (1) time payment signing bonus of one thousand dollars ($1,000) after verification by the District of their certification.

8. Up to five (5) mentors who have exceeded ninety (90) hours of mentoring shall be eligible to attend the national conference and the District shall incur the expenses. Selection shall be made on a rotating basis based upon the date the teacher became nationally board certified. Should there be a tie, then selection shall be by seniority. In addition to the five (5) mentors attending, the District shall incur the expenses for up to two (2) mentors making presentations at the conference.

9. Employees not eligible to participate in the National Board Certification Process (currently including but not limited to school social workers, psychologists, occupational and physical therapists, speech language pathologists, adult education teachers, guidance and family counselors, and health teachers) shall be eligible to participate in an alternative program, the Broward County Recognition Program (BCRP). Said program, similar in format to the National Board Certification process, includes portfolio documentation with artifacts, videotaping of job performance, as well as written work samples. Successful candidates participating in BCRP shall receive the negotiated supplement (see Appendix F) for three (3) consecutive years and may be renewed in subsequent years so long as they continue to earn satisfactory annual assessment ratings. Employees forfeiting said supplement due to unsatisfactory annual assessment shall become eligible for and receive payment upon satisfactorily fulfilling the terms of the professional development plan resulting from the unsatisfactory rating and receiving a satisfactory rating. Participation in the BCRP process requires an application fee of sixty dollars ($60).

K. School Schedules

1. Any change in the schedule (in compliance with State Statutes) of a middle school or high school must be the subject of a vote in accordance with the procedures set forth in Section K.

2. A vote to change the total school schedule may be taken for the following school year between the first Monday of October and the second Friday of December from the options in subsection 3 below.

3. High school and multi-level 6-12 school schedule options:

- 4x4 A/B Block Schedule (number of periods and preparation/planning will be determined prior to a vote).
- Straight Seven Period Schedule (six (6) periods of class time and one preparation/conference/planning period).

- *A/B Block Schedule (six (6) periods of class time and one (1) preparation/conference/planning period) and as set forth in Article Ten, Section C.
- *Rotator Seven Period Schedule (six (6) periods of class time and one (1) preparation/conference/planning period), and as set forth in Article Ten, Section C.
- Eight (8) Period Schedule (six (6) periods of class time, one (1) lunch period and one preparation/conference/planning period).
- Eight (8) Period Personalization Schedule (teacher will teach five (5) classes, and in addition, the teacher will supervise a personalization period. During a personalization period/study hall, the teacher is only responsible for taking roll and maintaining order. There is no instructional activity during this block of time; therefore, no evaluative observations shall be conducted.)

*Employees in the Rotator Seven and A/B Block Schedules do not receive one (1) preparation/conference/planning period every day.

The Superintendent and the Board may add/amend the high school options, stated above, based on the operational needs of the District or Legislative requirements.

4. Schools shall first vote to keep their current schedule. Should the vote be unsuccessful, then an alternate from the list in Section K(3) above will be presented to the BTU-EP bargaining unit for a vote.

5. Schools which are voting to move to a new schedule must commit to a minimum of two (2) years for such schedule. In October of the second year of the adopted schedule, the faculty shall vote to either maintain the current schedule or select an alternate schedule listed in subsection 3 above. If said schedule is approved for a third year, a yearly vote is no longer needed to maintain the schedule unless the SAC recommends a change.

6. In the event that the BTU-EP bargaining unit does not agree by 66 2/3 percent of the BTU-EP bargaining unit who are actually voting to adopt a new schedule, the school shall remain on the current schedule. At least eighty percent (80%) of the BTU-EP bargaining unit must vote in order for the election to be valid.
7. The vote shall be conducted through a secret ballot conducted by a BTU-EP steward or designee who shall be responsible for securing ballots during this time. The principal and a representative of the BTU shall be official observers of the election and ballot counting.

8. The date for the written ballot will be announced not less than twenty-four (24) hours prior to the election day and will be conducted at the school. Any bargaining unit member who will be on an approved leave of absence on the day of the official vote shall be provided the opportunity to vote prior to the schedule official vote as long as the final schedule language is available for review by the affected employee. Absent employees who return to work not later than one (1) workday after the election may procure an absentee ballot at the school, fill it out at the school and turn it in to the person selected by the faculty to conduct the vote.

9. If the administration, the affected faculty or the BTU believe that improprieties have occurred with the election, the president of the BTU and the Superintendent's designee shall meet and agree on a remedy.

ARTICLE SIXTEEN
STUDENT TEACHING ASSIGNMENTS

A. **Qualifications To Be A Supervising Teacher:** Employees supervising student teachers shall be employees with three (3) or more years' experience except that where such employees are not available in a particular subject area or grade level. The principal may assign any employee who will voluntarily accept the assignment of supervising the student teacher.

B. **Number of Student Teachers:** No employee shall accept and supervise more than one (1) full-time student teacher per semester. Any remuneration paid the District for accepting such student teacher shall be paid in full to the employee. In cases where college credit tuition waivers are given instead of remuneration, the employee shall accept the college credit tuition waiver.

C. **Student Teacher As Substitute for Classroom Teacher:** No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the college or university supervisor, the employee, and the principal have mutually agreed that such experience is desirable.

ARTICLE SEVENTEEN
FACULTY COUNCILS

A. **Establishment:** A Council composed of bargaining unit members shall be established in each school. Bargaining unit members who are assigned to a work location other than a school may also form a council provided that at least three (3) members are assigned to the location. The Council may request and shall be granted a meeting with the affected principal at any time during the school year on a mutually agreeable date and time.

B. **Purpose:** The purpose of the Council is to offer input from the faculty to the principal concerning any matters pertaining to the operation of the educational program of the school. However, pending grievances may not be discussed. Recommendations of the Council shall be given full consideration by the principal.

School Budget: In order to provide appropriate input, the BTU steward shall be provided a complete copy of his/her school's budget. Recommendations of the Council shall be given full consideration by the principal.

C. **Composition of the Faculty Council shall be as follows:** In addition to the designated BTU steward, one-half (1/2) of the Council shall be composed of members of the bargaining unit designated by the union and one-half (1/2) of the Council shall be composed of members of the faculty elected by the faculty. Faculty Councils shall be established within thirty (30) days of the effective date of this contract. The number of members shall be as follows:

1. Elem. Schools, Exceptional & Alternative Educ. Ctrs. = 5
2. Middle Schools = 7
3. High Schools and Technical Colleges = 11

The composition of the Council may differ from the one listed above by mutual agreement between the principal and a majority of bargaining unit members at each school. Schools that choose a different method for selection and composition of the Council shall report their method to the District Department for Employee & Labor Relations, who shall in turn notify the BTU.

D. **Length of Office:** The term of office for members of the Council shall be for one (1) school year.

E. **Meetings:** Faculty Councils are authorized to meet as often as necessary for the purpose of considering recommendations to be presented to the

principal. Upon notification by the BTU designated steward that an election is necessary, the principal shall, in a timely manner, call a faculty meeting for this purpose. The Council shall elect a chairperson.

ARTICLE EIGHTEEN
DUE PROCESS/PERSONNEL FILES/EMPLOYEE EVALUATION

A. UNION REPRESENTATION:

1. **Written Notification of Reasons for Conference:** An employee shall be given three (3) work days' notice of a scheduled conference with the principal or any other supervising administrator (designee) for the purpose of taking disciplinary action and a written statement of the reason(s) for the conference except in cases deemed to be an emergency. For example, if the principal schedules the conference for a Wednesday, the employee must be notified on a Monday.

2. **Notice to the Employee by the Administrator:** Any employee summoned to the office of a principal or any other supervising administrator (designee) for a conference for the purpose of taking disciplinary action or issuing a reprimand (this excludes informal warnings, criticisms, or suggestions for improvement) shall have the right to request BTU representation and shall be informed of this right. **When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the BTU is present.** It is the employee's responsibility to have a BTU representative present within three (3) working days of such request.

3. **During the Meeting:** If during the course of a meeting that was not called for the purpose of issuing a reprimand, the necessity develops for issuing one, the principal shall notify the employee at that time that he/she is entitled to BTU representation. **When BTU representation is requested and the employee is to be represented by the union, no action shall be taken with respect to the employee until such representative of the BTU is present.** It is the employee's responsibility to have a representative present within three (3) working days of said request.

B. EMPLOYEE RIGHTS:

Evaluation data is used to develop ratings which are recorded within the evaluation instrument. The evaluations become part of the employee's personnel file.
Data is used in decision-making for personnel selection, training, promotion, placement, and other matters consistent with School Board policy. The following procedures apply to special situations:

1. **Discipline and Renewal:**

   a. Progressive Discipline: Any discipline of an employee shall be for just cause. The parties agree that the concept of just cause embodies the principles of progressive discipline appropriate under the circumstances. Disciplinary procedures may include but are not limited to: verbal/written reprimand, suspension, demotion and termination. The decision of the District not to renew teachers with less than three (3) years of experience in Broward County shall not be subject to this section. A summary memo shall not be considered discipline.

   b. Probationary Period: It is the intent of the parties to assure that an environment exists that encourages the success of employees on an initial probationary contract. Prior to making a recommendation for termination of an employee during an initial probationary period, the Chief School Performance & Accountability Officer shall review the recommendation and shall have the option of offering the employee a transfer to another location, which may offer the employee a greater chance for success. The decision of the Chief School Performance & Accountability Officer shall be final and binding, and the decision shall not be subject to the grievance procedure in Article Thirty-Four. Nothing in this subsection shall be deemed to waive the rights of an employee under local, state or federal law. A probationary teacher who completes the probationary period but is not renewed and is subsequently rehired or reinstated by the first day students report for school of the following school year, shall not be subject to any additional probationary period.

2. **Complaints on Employees:** No action against an employee shall be taken on the basis of a complaint by a parent or student or other individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her principal.

3. **Investigation of an Employee:** No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit (SIU) may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation. Any information relied upon by SIU to take or recommend disciplinary action against an employee shall be provided to the employee and/or the BTU upon request.

4. **Recommendation for Dismissal:** If an educator is placed on a Performance Development Plan (PDP), any recommendation for dismissal of an employee because of ineffective performance, as specified on the educator's PDP, shall not be made prior to the conclusion of a time period as set forth in the PDP for the purpose of correcting such deficiency or deficiencies.

5. **Conferences:** Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion, or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.

6. **Refusal To Sign Documents:** An employee's refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this Article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content.

C. **REEMPLOYMENT OF ANNUAL CONTRACT EMPLOYEES:**

1. **Notice:** All annual contract employees whose contracts are not being renewed shall receive written notice of same no later than one (1) month prior to the last workday of the regular school year. Any such employee not given such notice two (2) weeks prior to the last workday of the regular school year shall be reemployed for the following school year.

2. **Reemployment:** Annual contract teachers who receive an evaluation rating of Effective or Highly Effective based on the portion of the evaluation available at the time of contract renewal shall be recommended to the School Board, for an annual contract renewal, by the Superintendent, provided that a funded position for which they are certified exists at the school/department where they are currently employed. An annual contract teacher rated Highly Effective on the portion of the evaluation available at the time of contract renewal shall be recommended to the School Board, for an annual contract renewal, by the Superintendent, provided a funded vacant position equivalent to their current assignment exists in the District. An opportunity for interviews to continue employment within the District (i.e. job fair) shall be provided for the rest of the Effective and Highly Effective employees within two (2) weeks after the close of the school year.

3. **Involuntary Transfer:** It may be necessary to surplus an annual contract teacher who has been renewed under the provisions of this section to another school. The following procedures shall be utilized:

   a. Surplussing shall occur in accordance with Article Twenty-Five, Section D of this Agreement, Involuntary Transfers.

   b. The Division of Human Resources & Equity shall be responsible for placing employees who meet the provisions of this section.

   c. If an instructional position is not available for which the affected employee is certified by the commencement of the subsequent school year, the Division of Human Resources & Equity shall place the affected employee on a waiting list until a position for which the teacher is certified becomes available. The employee shall not be on the District's payroll until a job becomes vacant.

   d. If an annual contract teacher refuses a job offer, the District is relieved of its obligation to employ said person.

   e. If a position for which the affected person is certified is not available, the District is not obligated to offer the affected teacher an alternative/dropout prevention position unless the Superintendent and affected employee agree to do so.

   f. The placement of a surplussed continuing contract professional services contract employee shall always receive preference over the placement of a surplussed annual contract teacher.

   g. **Assistance:** Consistent with this system, every effort shall be made by the District, through assessment and consultation, to assist annual contract employees to attain the desired level of competence that will result in a recommendation for continued employment.

D. **PERSONNEL FILE - ACCESS AND SECURITY**

1. **Number of Files:** There shall be no more than two (2) personnel files (the official file and the site file) maintained for each employee. The official file will be maintained at the Human Resources Support Services Department. The site file shall be kept in the principal's or director's office at the school or other site where the employee is then employed. Each document placed into either file shall be in

accordance with Florida Statutes, Section 1012.31. When the employee transfers to another school or site within the District, the file will be transferred with the employee.

2. **Entries Log:** Each personnel file shall contain a form titled "Log of Entries" to include all of the following information regarding certificates, commendations, assessment documents, corrective actions and complaints placed in the files: (1) a brief description of the time; (2) the date shown on the item; (3) the date the item was first placed in the file; and (4) the identification of the source of the item.

3. **Anonymous Items:** No item from any anonymous source may be placed in the personnel file.

4. **Investigative File:** The file established by the District as a result of any investigation of an employee is not one of the two personnel files listed above. Access to a file dealing with an investigation shall be in accordance with the provisions of Florida Statutes, Section 1012.31. If the preliminary investigation is concluded with the finding that there is not probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint.

5. **Notification To Employee:** Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statutes, Section 1012.31(2)(c). In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of Article Thirty-Four of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.

6. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of BTU may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the administrator responsible for the

safekeeping of such file. An employee's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statutes, Section 1012.31.

7. **Prohibited Materials and Remedy:** Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. An employee has the right to answer in writing any materials in a personnel file, and the answers shall be attached to the file copy. An employee has the right to request that the Superintendent or the Superintendent's designee make an informal inquiry regarding material in the employee's personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his or her findings.

E. Broward Instructional Development and Growth Evaluation System (BrIDGES)

1. Responsibilities of the System

a. **Responsibilities:** The following persons, groups, departments, and offices are responsible for implementing components of the BrIDGES.

1. **Administrators**
The principal, assistant principals, and District administrators who have bargaining unit members within their department shall implement BrIDGES. Administrators are responsible for ensuring that each instructional employee is oriented to the system and that the required evaluation is completed.

2. Assessors shall be credentialed on BrIDGES prior to having access to the system.

3. Administrators will initiate a face-to-face post-conference after every formal observation, within ten working days of that observation.

4. Administrators will finalize all informal and walk-through observations within ten working days of that observation.

5. If/When an assessor gives a "Not Using," the administrator shall provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth. If/When an assessor gives a "Beginning" datamark, the administrator may provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth.

b. **Teachers**

1. Educators shall participate annually in the evaluation orientation, review procedures, review criteria, and request assistance related to their performance, as needed.

2. If an educator has concerns about an informal/walk-through observation, the educator must initiate a follow-up conference with the assessor within ten workdays of the submitted observation. If an educator has concerns about a formal observation, the educator must initiate a follow-up conference with the assessor within ten workdays of the post-conference.

3. If no post-conference is initiated by administration, within ten working days after a formal, and the educator brings the case to the Employee Evaluations Department for review within twenty-five (25) days from the observation date, no harm will be done to the educator.

c. **Division of Human Resources & Equity**

The Division of Human Resources & Equity shall develop and distribute an annual schedule of evaluation activities. In addition, it receives completed forms, ensures the implementation of the system, and maintains evaluation records in personnel files.

d. **Employee Evaluation Department**

This department coordinates training programs for assessors and educators as it relates to the evaluation system. This department makes direct interventions with principals and teachers when performance concerns are present. Peer Reviewers from the department may be deployed to assist select educators in need of improving performance.

e. **Broward Teachers Union**
The Union supports the implementation of the BrIDGES through representation on the Evaluation Sub-Committee.

f. **Superintendent**
The Superintendent shall notify the Department of Education of any instructional personnel who receive two (2) consecutive unsatisfactory annual evaluations and who have been given written notice by the District that their employment is being terminated or is not being renewed or that the District intends to terminate, or not renew, their employment based on Florida Statutes.

2. **Employee Orientation**
Employee orientation is an essential component of BrIDGES. The principal or designee provides an orientation at the beginning of each school year. Educators are advised of:

a. Evaluation criteria,
b. forms,
c. procedures and timelines

Every educator will review the evaluation system before September 15th or upon employment subsequent to September 15th.

3. **Required Observations**

a. Types:

1. Formal observations will be thirty (30) minutes or more, Informal eleven (11) to twenty-nine (29) minutes, and Walk-Through observations between three (3) to ten (10) minutes.

2. If a non-classroom educator does not work with students/adults for instruction, meetings may be held to discuss/monitor performance.

b. Requirements

1. Per Florida Statutes, every experienced educator will receive one (1) overall evaluation per year. Probationary Educators will receive two (2) formal evaluations within the 196 days of teaching and therefore will have at least two formal observations within the first year.

2. The Evaluation Sub-Committee will commit to meet and communicate on a regular basis to discuss and address observation concerns and collect feedback on the implementation of BrIDGES. Additional evaluation details will be discussed within the Evaluation Sub-Committee per the following:

   a. Annual Orientation - The minimum number of datamarks and/or observation requirements and Instructional Practice Score ranges will be discussed annually. The parties will meet and complete the details for the annual orientation but if no agreement is reached by July 15th, it will move for a decision to be made by the Superintendent and BTU President.

   b. Evaluation Modifications - If an opportunity to modify the evaluation is made available through the Department of Education and/or the District, in a good faith effort to agree, the parties shall discuss and decide if an adjustment should be made. If no decision is reached within a reasonable time of the notification, it will move for a decision to be made by the Superintendent and BTU President.

   c. Final Evaluations - Once overall evaluation data is completed, in a good faith effort to agree, the parties will work to determine overall evaluation ratings. If no decision is reached prior to the reporting requirement, it will move for a decision to be made by the Superintendent and BTU President.

3. Instructional Practice (IP) Scores may be defaulted if an educator did not receive the required number of datamarks and/or observation per below:

   If Highly Effective, keep Highly Effective IP score.
   If Effective, keep Effective IP score.
   If Needs Improvement, default to lowest Effective IP score.
   If Unsatisfactory, default to lowest Needs Improvement IP score.

If zero datamarks and/or observation, a 3.0 Effective IP score shall be assigned.

4. For educators that have special circumstances, the following will apply:

   If the educator has not worked one day more than half of the work calendar, the IP score will be used for employment decisions and a memorandum stating no evaluation will be issued to the personnel file.

   If the educator did work enough days to earn an evaluation, but is currently not at the school site (District approved leave/reassigned), a memorandum stating no evaluation at this time will be issued to the personnel file and employee will receive an evaluation upon the educator's return to work.

4. **Conferences**

a. **Pre-Conference:**

1. A pre-conference is offered before the first formal observation. Observers will notify educators two (2) workdays in advance of the pre-conference date of the first formal observation and provide the date of the formal observation. For probationary educators, a face-to-face pre-conference prior to all formal observations will be provided.

2. All other educators have the option of requesting a face-to-face pre-conference and/or communicate using electronic forms within the electronic system. If any of these educators receive additional formal observations, the observer will notify the educator at least two (2) working days in advance of the observation window.

b. **Post Observation Conference:**

1. A face-to-face post-conference will be initiated by the observing administrator and will be provided after every formal observation, within ten (10) working days of that observation.

2. If no conference is initiated within ten (10) working days and the case is brought to the Employee Evaluations

Department for review within twenty-five (25) working days from the observation date, no harm will be done to the educator.

c. **Follow-up Conference:**

1. Follow-up conferences will be granted, at an employee or administrator's request.

2. Datamarks may be discussed and/or altered as the result of a post-conference.

3. If/when an assessor gives a "Not Using," the administrator shall provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth. If/when an assessor gives a "Beginning" datamark, the administrator may provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth.

d. **Annual Evaluation Conference**: A conference is conducted with each employee to review the annual evaluation. The assessor and the employee shall sign/acknowledge the evaluation. Such signature by the employee only acknowledges that the report has been read and does not necessarily indicate agreement with its contents. The employee will be provided a copy of the signed evaluation and/or have access to the electronic form within ten (10) working days following the discussion. Educators will be able to view their Final Instructional Practice Score during the last instructional week of school.

e. **Refusal To Sign Documents:** An employee's refusal to sign/acknowledge evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this Article, shall not constitute any ground for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its contents.

5. **Performance Development Plans**

a. For any educator who has received less than effective ratings, administration is encouraged to have an informal discussion

with the educator to share recommended strategies for improvement in an effort to promote growth.

b. If/when an assessor gives a "Not Using," the administrator shall provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth. If/when an assessor gives a "Beginning" datamark, the administrator may provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth.

c. If there is no improvement and the educator accumulates additional less than effective ratings, the administrator will meet with the educator to discuss areas of concern, provide site-based and/or District-based support for six (6) to nine (9) weeks, and explain possible consequences if the employee fails to improve.

d. Once an educator has a less than effective Instructional Practice score (based on observations conducted by a credentialed administrator), and a specific number of ratings (as determined by the evaluation sub-committee) a Performance Development Plan (PDP) may be written. If a PDP is written, it will be done with a credentialed administrator in collaboration with the educator.

e. Use and implementation of this plan requires:

Identification of deficiencies, strategies for improvement, an assistance timeline, possible consequences for failure to remediate, multiple formal observations and conferences, completion of assistance activities, and documentation.

6. **Parental Input**

Parents shall be notified in writing by each school administration of their right to provide input into employee performance assessments when appropriate in accordance with Florida Statutes, Section 1012.34.

ARTICLE NINETEEN
PROFESSIONAL COMPENSATION

A. **Salary Schedule:** The basic salaries of employees shall be as set forth in Appendix E, which is attached to and incorporated in this Agreement for the full number of workdays in accordance with Article Twenty-Seven. The parties shall adopt a grandfathered salary schedule(s) and a pay for performance salary schedule as set forth in Florida Statutes, Section 1012.22, and in Appendix E to this Agreement, and such schedules shall be effective by July 1, 2016.

B. **Military Service:** Full credit will be allowed for military service if under contract at the time of induction. Any employee previously granted credit for such service shall continue to receive such credit as previously granted if under contract at the time of induction.

C. **Stipends:** Bargaining unit members may qualify for stipends for advanced degrees which are "in-field." Employees who held out-of-field stipends on the date of contract ratification by the BTU for the 1994-95 school year shall be allowed to continue to receive said stipends until they leave the employment of the District. The stipends are set forth in Appendices A and E.

D. **Salary Adjustments:** Verification of the completion of course requirements for adjustment to a higher salary level must be submitted by the employee to the Certification Department of the Division of Human Resources. If the verification is received during the year the course requirements are completed, the adjustment shall be made retroactively to the date of completion. If the verification is received after the year the course requirements have been completed, the adjustment shall be made retroactively to the beginning of the school year in which the verification is received.

E. **Credit for Teaching Experience:** Effective July 1, 2019, all newly hired eligible employees shall receive up to twenty (20) years' experience credit for all previous teaching experience in the State of Florida or other teaching experience in a school district accredited by a recognized accrediting agency. No credit in excess of that authorized by the salary schedule shall be given, although no such credit previously granted by the District will be retracted.

Verification of previous employment must be received by the Division of Human Resources not later than four (4) months from the beginning date of employment in any school year to be effective during that school year. Individuals employed within the last four (4) months of the school year

must furnish verification prior to the issuance of their last check. All final checks will reflect only verified experience. Verified remunerated teaching experience under contract, or its equivalent, for one (1) day more than half the contract calendar will constitute a year of experience for this schedule.

Substitute Status Changed to Full Time Employee: An employee who served as a substitute employee in the same position to which the employee is later appointed by the Board, and where such substitute service immediately precedes such appointment, shall be paid retroactively at the employee's contracted salary rate for such substitute service. Retroactive pay shall include paid holidays and accrual of sick leave days. Days worked in such substitute status shall count toward seniority and toward experience credit.

F. **Supplementary pay positions**: Supplementary pay positions shall be those as set forth in Appendix F. Employees assigned to such positions shall be paid in accordance with said Appendix and all other provisions of this Agreement. The seven and one-half (7 1/2) hour day shall apply to the basic salary schedule only. Employees drawing supplemental pay or pay higher than the basic schedule may be assigned hours beyond the basic seven and one-half (7 1/2) hour day when such assignment is in the work area for which the supplement is paid.

1. Appendix F of this contract provides for supplements for department heads at high schools. Department heads employed at the District's technical centers shall have their supplement pro-rated over 242 work days or over the payroll selection option made annually.

2. **Qualifications:** To receive the supplements for department head or team leader, a bargaining unit employee must meet the minimum requirements contained in the affected job descriptions. However, an employee may receive the full supplement and not meet one (1) or more of the minimum job qualifications if:

   a. The member(s) of the team/department who meet all the qualifications decline to run or accept the nomination to the position.

   b. No one in the team/department meets the minimum job qualifications.

G. **Salary/Hourly Rate/Extra Pay:**

1. The salary of any employee employed in excess of the 196-day work year shall be computed at a daily rate of 1/196 of the employee's

basic annual contracted salary times the number of days employed. The salary of an employee in summer school shall be computed on an hourly rate based on 1/196 of the employee's regular annual contracted salary divided by 7.5 times the number of hours worked. One fourth (1/4) hour of planning time on campus with pay shall be counted per hour of student contact time in computing the total hours worked per day, provided that no employee shall be assigned fewer than two (2) hours of student contact time.

Exceptions may be made for participation in Board-approved local, state or federal projects or programs on a voluntary basis beyond the normal workday or calendar. Employees who volunteer to work programs beyond the workday/work year shall be informed in writing of the compensation, duration of the program, proposed pay date, prior to the beginning of the assignment. Such employees may not grieve the level of compensation provided that said compensation is the amount stated in the notice signed by the employee.

2. **Extra Pay:** Teachers who teach an extra period shall receive $6,000. Any such teacher shall receive the fixed supplement prorated over the school year. An extra period shall mean teaching one (1) class more than is required under the adopted school schedule. A teacher absent without leave shall not receive said pay. Said teacher who is on sick leave will be paid for all the hours in his/her regularly scheduled day. An employee's sick leave balance shall be reduced by an amount that reflects the employee's regularly scheduled day. A one (1) day reduction shall not exceed the monthly accrual rate. Employees hired to teach for the District's virtual school for less than full time shall be compensated at their hourly rate and treated in a manner consistent with those teachers teaching an extra period above and beyond a regular teaching load.

3. Teaching time that generates a payment under subsection 2 above shall not generate a payment under Article Five, Section E of this Agreement.

H. **Special Program Experience:** Recognized programs including Peace Corps, VISTA, shall be uniformly accepted in lieu of teaching experience if related to the assigned position provided, except for Peace Corps and VISTA experience, that at least one (1) year of contract teaching experience can also be verified at the time of employment.

Other Experience for Credit:

1. Employees hired after June 30, 2003, including but not limited to those with alternate certificates, teaching three (3) or more hours of a subject in which they have had directly related work experience will be granted experience credit on the salary schedule in Appendix E for each year of verified experience not to exceed the maximum allowed in Section E above.

2. Employees hired after June 30, 2003, other than classroom teachers, (i.e., speech therapists, physical therapists, clinical social workers and family counselors) with no previous teaching experience, will be granted experience credit on the salary schedule in Appendix E for each year of verified directly related work experience credit:

3. There shall be no reduction in experience credit previously granted as a result of the implementation of the above provisions.

I. **Mileage/Parking/Tolls Reimbursement:** Any employee required to own or have continuing access to an automobile in order properly to perform assigned duties shall be provided expense reimbursement at the rate specified by the Legislature, but no lower than that specified in Board Policy, for business travel or mileage. All adjustments approved by the Legislature or the Board shall be passed along to teachers on the effective date specified in the affected legislation or by the Board. The actual cost of tolls and parking when on District business shall also be reimbursed by the District. Employees participating on labor/management committees shall be reimbursed for mileage, parking, and tolls under this section. Payment will be processed within thirty (30) calendar days once all applicable Business Practice Bulletin requirements are met and documents are received by Accounts Payable.

J. **Travel Reimbursement:** Any employee traveling on District business, other than as provided in Section I above, shall be reimbursed in accordance with Board policy on travel and per diem expenses. Payment will be processed within thirty (30) calendar days once all applicable Business Practice Bulletin requirements are met and documents are received by Accounts Payable.

K. **Special Activities:** Each elementary school art or music teacher who accept assignments to work with students beyond the normal work hours without a supplement for the activity (art fair, musical performances, etc.) shall be compensated at the rate of $75 per assignment up to a maximum of three (3) programs per year. Employees in vocal or instrumental music assignments shall have the right to accept or reject requests for performance by musical groups to which they are assigned beyond the

hours provided for supplemental pay. Employees who apply for a task assignment supplement for such performances in lieu of the above compensation shall receive the supplement only if the activities specified in the announcement of the supplement are provided; otherwise, the employee shall receive compensation as stipulated above.

L. **Admission to Events:** Employees shall be admitted, without charge, to any school sponsored athletic event within the District and to events sponsored by their primary work location. The provision shall not apply to state athletic playoff events, banquets, grad night, and/or prom unless the request for participation has been approved by the Principal. The employee will provide some form of identification that verifies their School Board employment to gain admission. This shall apply to employees only.

M. **Voluntary Participation:** Employee participation in extra-curricular activities or in extra-duty assignments shall be strictly voluntary.

N. **Salary Payments:**

1. The Board and the BTU mutually agree that bargaining unit members shall be paid for the number of paid days in a pay period. The dollar amount of their first and last paycheck can vary from the paycheck received during the remainder of the bargaining unit member's contract year.

   Pay dates will be set for every other Friday, except if the first pay date of the bargaining unit member's contract year does not fall on the second Friday, a partial paycheck will be cut for the number of days worked in the first week on the second Friday.

2. A Paid Day shall be defined as all days from the start date through the end date of a bargaining unit member's contract year, excluding weekends (unless they are part of the bargaining unit member's work schedule).

3. Bargaining unit members shall earn their salary at the Equalized Daily Rate. A bargaining unit member's Equalized Daily Rate of Pay shall be calculated based upon dividing the annual salary by the number of paid days in the bargaining unit member's work calendar. Upon termination, bargaining unit members shall be paid through their last day worked at the Equalized Daily Rate.

4. Bargaining unit members may select the Year-Round Pay Option if they want to receive pay during summer months.

5. Each employee on a full time basis shall receive four (4) days of sick leave as of the first day of employment of each contract year, and thereafter earn one-half (½) day of sick leave for each pay period of employment until the maximum accrual is met.

6. The number of deductions for voluntary benefits such as union dues and cancer insurance will be standardized at twenty (20).

7. The parties agree to review the changes in the payroll program annually and propose modifications as necessary in contract language to improve its efficiency and customer friendliness. This review shall be initiated no later than October 31st and concluded no later than January 13th of each school year. Such changes as agreed to and approved by both parties shall be authorized for implementation for the following school year. Topics for consideration shall include, but not be limited to, options for new employees, deductions for union dues and other contributions, variance from equal pay amounts for the first and last paychecks of a fiscal year, the schedule for issuing paychecks, direct deposit limitations and requirements, payroll cards, and procedures for current and new employee selection of payroll options. In addition, the review shall study the income anticipated to be produced for the District from the money retained to pay teachers year-round during this and subsequent school years with the intention of returning such income to the benefit of employees.

8. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed forty-five (45) days from the date of Board approval.

O. **Direct Deposit:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Employees shall be required to have their salaries paid via direct deposit to the financial institution of their choice. Direct deposits shall be deposited in no more than five (5) financial institutions. The District shall not withdraw funds from any of the above institutions on or after the effective date of a paycheck without the express written consent of the employee. (Note: Even though the withdrawal will be made prior to the effective date of the paycheck, an employee's bank statement may reflect such transaction occurring on the effective date of the paycheck.) If funds are withdrawn prior to the effective date of the check, the employee will be notified in writing of the actual amount of the deposit if the amount is different from that printed on the remuneration statement on the effective date of the paycheck. The employee will be notified of the reasons for the adjustment within three (3) working days of the effective date of the paycheck.

P. **Employee Absences:** Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the annual contractual salary per day except for those employees who have a greater than or less than 196 day contract year.

Q. **Errors In Paycheck**

1. **Underpayment** - In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated on or before the next possible paycheck following discovery of the error. Upon request, the District shall provide the employee with specific written explanation for the underpayment through the Payroll Contact Person at the employee's location.

2. **Overpayment $100 or less** - If an employee has been overpaid by $100 or less, a corrective adjustment shall be made automatically in the affected employee's next paycheck and the employee shall be notified by their location payroll contact person. Upon request, the District shall provide the employee with specific written explanation for the overpayment through the Payroll Contact Person at the employee's location.

3. **Overpayment Greater than $100 (except for former employees):**

   a. The District may collect overpayments not to exceed two (2) years in duration from the date that the administration mails the notification of overpayment letter to the affected employee. For example, if an employee was overpaid for the last five (5) years, the District can only recover the most recent two (2) years of the overpayment.

   b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of $100 has occurred. The form will contain two payback options from which the employee may select and return it to the Payroll Department within five (5) workdays.

   c. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

d. Overpayments should be recouped in the calendar year in which it was discovered.

e. The number of payments in the pay back schedule shall not be less than the following:

$1-$100.00	1 Payment
$100.01- $500.00	4 Payments
$500.01 - $1,000.00	8 Payments
$1,000.01 - $1,800.00	12 Payments

For amounts above $1,800.00, no payment shall exceed $200.00 per paycheck

f. If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the District.

g. **Hardship**

If the financial burden in paying back the overpayment would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one of the criteria listed below to qualify for a hardship reduction:

- Death of spouse or dependent
- Legal Separation or Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including lay-off or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

$100.01 - $500.00	8 payments
$500.01 - $1,000.00	16 payments
$1,000.01 - $1,800.00	24 payments

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on an unpaid leave of absence.

R. **Voluntary In-service/Stipend Rate:**

1. Bargaining unit members who attended and/or will attend District sponsored in-service workshops (including ESOL) during non-work hours shall receive compensation at the rate of fifteen dollars ($15) per hour if the federal government or the state legislature makes available a specific funding source. Funding sources must be specific and clearly indicate that the funds are to be spent on a designated program such as the Summer Institute. Funding sources may be listed in such locations as a federal grant, the State Appropriation Act or the School Board's budget. Payment for workshops will be processed for employees who have completed all requirements within thirty (30) calendar days of the closing date of the workshop.

2. Employees who provide District sponsored in-service workshops as trainers outside normal working hours (evenings and/or weekends) shall receive compensation at their hourly rate for all time spent in training and preparation for such training. Preparation time shall be provided at one-half (1/2) the actual training time for employees providing a program for the first time and one-third (1/3) of the program time for subsequent presentations of the same training program. Employees who are task assigned to a District Department may occasionally volunteer to flex their schedules to provide District in-service training programs outside normal working hours. Payment will be processed within thirty (30) calendar days of the closing date of the workshop.

S. **Aggregate Method of Computing Taxes:** The District agrees to use the I.R.S. approved aggregate method of computing taxes on negotiated salary increases and one-time payments provided the I.R.S. allows this methodology at the time raises are paid.

T. **Cell Phone Reimbursement**: The District agrees to provide itinerant employees a stipend for the cost of using a personal cellular phone for job related purposes. Such employees shall receive a lump sum payment up to $350.00, less applicable taxes, prior to the conclusion of their applicable work calendar for this purpose. For those employees working less than their work calendar, the stipend shall be prorated at a rate of $35.00 per month. Itinerant employees currently issued a cellular phone by the District shall be given the option annually of continuing to use the issued

phone or receiving the lump sum payment. Selection shall be made by each employee each year. In the absence of making a selection by the deadline date, employees shall continue with usage of the cellular phone.

For the purposes of this benefit, Itinerant Teachers shall be defined as those teachers whose duties require daily travel to two (2) or more locations to provide services to students and/or student populations and requires accessibility to a phone between locations.

U. **School Assignments**: School age children of an employee, including those of which they have legal guardianship, shall be eligible to attend school at the employee's work location or any other appropriate school within the employee's school zone with the exception of other schools within the zone at the same level to which an employee is assigned. For example, an employee assigned to a middle school in a zone cannot register a school age dependent at another middle school within the same zone under the provisions of this Agreement. Employees choosing to send eligible children to schools other that their home schools shall provide transportation to and from school providing that regular school bus transportation is not available for that school in the area in which the child lives. Children of employees must meet all requirements prior to acceptance into any special program.

V. A yearly supplement of five hundred ($500) dollars will be granted, with supervisor approval, to all multilingual (fluent in another language other than English) itinerant support professionals, such as School Psychologists, School Social Workers, and Family Counselors/Therapists, and any other itinerant employee whose workload has increased continuously to provide direct services to ESOL/ELL students and families in their native language that would otherwise be handled by a monolingual colleague.

ARTICLE TWENTY
PROMOTIONAL AND SUPPLEMENTARY PAY OPENINGS

A. **Posting of Positions:** Notice of any opening for a promotional position shall be posted in all schools and departments by the Division of Human Resources & Equity.

B. **Notice of Openings**: Notice of any opening for a bargaining unit supplementary pay position shall be posted in the school in which the opening occurs if the position is open only to employees in that school. If the supplementary position is opened to personnel outside the school, the position shall be advertised in all schools and departments. All qualifications being essentially equal, preference in making supplementary appointments shall be given to applicants within the District.

C. **Content of the Notices:** The notices of openings required by this Article shall include the school, where applicable, in which the opening will occur, the title of the position, effective date of the opening, qualifications, information concerning the securing of and deadline for filing of the application, and the person with whom the applicant is to be filed. All such notices shall be posted at least seven (7) workdays before the deadline for filing applications. During the summer months when the regular school calendar is not in operation or on an emergency basis during the regular school year, a vacant position may be filled on a temporary basis until the procedures of this Article can be followed.

D. **Qualified Employee:** The applicant must be qualified for the position. Any eligible and qualified employee may apply for the position described in this Article, and all applicants will be given due consideration.

E. **Application Form:** The applicant can secure application forms from the principal's office or from the Personnel office. The application shall be filed with the appropriate administrator.

F. **Qualifications:** A qualified applicant for any bargaining unit supplementary pay position will be accepted before any qualified non-applicant may be assigned to accept the position. If qualifications are essentially equal, preference in making appointments to supplementary pay positions shall be given to employees with seniority. All supplementary pay positions shall be annually vacated.

G. **Preference of Applicants:** All qualifications being essentially equal, preference in making promotional appointments shall be given to applicants from within the District.

H. **Written Notice of Status:** All applicants for positions described in this Article shall receive written notice of the disposition of their applications promptly upon filling of the position involved. All notices required in Section A above shall be made available to the BTU.

ARTICLE TWENTY-ONE
ACHIEVEMENT INCENTIVE PAY

A. Basic Incentive Award

1. Any employee holding a Rank III (Bachelor's Degree or equivalent) or Rank II (Master's Degree or equivalent) certificate and who has been employed for more than three (3) years in Broward County is eligible for the Basic Incentive Award.

2. A minimum of fifteen (15) semester hours, earned after the date of the last degree, will be required to receive the Basic Incentive Award. A minimum of twelve (12) of the fifteen (15) hours must be in the teaching field and/or related subjects in order to earn an in-field Basic Incentive stipend.

3. Courses which are acceptable for the professional and for the specialization areas of certificate requirements are acceptable for the Basic Incentive Award Program.

4. All hours shall have been earned within ten (10) years prior to the awarding of the Basic Incentive Award.

5. Applications must be submitted to the Division of Human Resources & Equity by September 15th and supporting grade reports or transcripts must be received by October 1st.

6. In-service programs will be recommended by the Superintendent and approved by the Board.

7. When an employee transfers to a different subject area teaching assignment, the award is subject to review.

8. Personnel will review applications, which have been disapproved, when requested in writing by the applicant.

B. Advanced Incentive Award

1. An employee holding a Rank II (Master's Degree or equivalent with more than three (3) years of employment in Broward County) and ten (10) years of Florida service and holds the original fifteen (15) hour Basic Incentive Award or is eligible simultaneously for both awards is eligible for the Advanced Incentive Award.

2. A minimum of fifteen (15) semester hours, earned after the date of last degree, beyond what was required for the Basic Incentive Award will be required to receive the Advanced Incentive Award. A minimum of twelve (12) of the fifteen (15) hours must be in the teaching field and/or related subjects in order to earn the in-field Basic Incentive stipend.

3. Junior, senior or graduate level courses, which are acceptable for the professional and for the specialization areas of certification requirements are acceptable for the Advanced Incentive Award.

4. All hours shall have been earned within ten (10) years prior to the awarding of the Advanced Incentive Award.

5. In-service progress may be used for Advanced Incentive Awards if approved by the Board.

6. When an employee transfers to a different subject area teaching assignment, the award is subject to review.

7. Personnel will review applications which have been disapproved, when requested in writing by the applicant.

8. Applications must be submitted to the Division of Human Resources & Equity by September 15th and supporting grade reports or transcripts must be received by October 1st.

9. An application is required for all employees even though it may be incomplete as to course work.

10. Work must be completed by the opening day of school for employees.

C. **Continuity of Classroom Instruction:** To encourage and reward employees who assist in maintaining continuity of classroom instruction through good job attendance, the parties agree to the following incentive award:

1. Employees who utilize two (2) sick leave days or less each school year shall upon request receive payment for the number of sick leave days earned in said school year. For example, if a teacher is absent for sick leave purposes two (2) times during the 1995-96 school year, he/she may receive payment for eight (8) days of sick leave, provided the employee worked the full school year.* The following procedures apply to the payment of sick leave under this section.

(a) An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.

(b) The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.

(c) For purposes of this section, sick leave shall be defined pursuant to Florida Statutes, Section 1012.61.

(d) Days for which such award payment is received shall be deducted from the accumulated leave balance.

(e) Number of eligible days times the affected employee's daily rate of base pay times eighty percent (80%).

(f) The application of this section commences with the 1983-84 school year. Employees may not receive this award for sick leave earned prior to said school year.

ARTICLE TWENTY-TWO
INSURANCE

A. **Coverage:** The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy equal to that provided by the Board.

Each employee shall have the option, at the employee's expense, through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, accordance and subject to the provisions of the group life insurance policy.

B. **Dental and Health ~~and Dental~~ Insurance:**

The District shall pay the following premiums for individual employee's health and dental insurance:

1. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

2. The District offers three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. The District will pay 100% of the cost of the health insurance premium equivalent for employee-only coverage ~~under any of the plans until December 31, 2019~~ for the Premier Choice Plan. Employees will have the option to select the Premier Plus Plan or the Premier Plan, to include employee contributions through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage.

In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee for this supplemental coverage.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

3. All new employees ~~may~~ must elect to enroll in ~~a~~ the District offered ~~plan of their choice subject to conditions for enrollment in such plan~~ Premier Choice Plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different medical plan during the the upcoming Open Enrollment period, effective for January 1st of the following year.

4. Benefit levels, plan design, cost containment for the plan, premium contributions and benefit improvements will be

reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

5. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, ~~A~~ an employee declining medical insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year~~. ~~Employees shall be responsible to maintain proof of continuing medical insurance.~~ Employees choosing not to participate in the School Board of Broward County's ~~medical~~ health insurance program shall ~~be reimbursed at a rate of~~ receive up to ~~seven hundred fifty dollars and no cents ($750)~~ one thousand dollars and no cents ($1000) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, ~~then~~ employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

6. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

C. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan.

D. **Liability Insurance:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand ($500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies

which qualify and are approved under guidelines and criteria established by the Board.

F. **Rate Increase:** Written notice of any rate increase in health and dental insurance for dependents coverage shall be provided to each employee within ten (10) days of the date the increase is made known to the Board.

G. **Employee Reimbursement:**

1. **Personal Property:** If employees are attacked or assaulted or victim of theft or vandalism in the course of employment, the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing or personal property up to five hundred dollars ($500) per employee per school year upon verification to the principal, unless the employee is otherwise reimbursed in which case the Board will reimburse employee the amount of their insurance deductible up to five hundred dollars ($500) upon verification of the claim.

2. **Automobile Vandalism:** If an employee's vehicle is damaged as a result of vandalism while on the property of a district school, or while on official School Board business, the employee will be reimbursed for the damage not to exceed seven hundred fifty dollars ($750) when it is determined that the damage was caused on School Board property or while on official School Board business. Such determination may be made by a School Resource Officer, a School Security Specialist, or a SIU investigator (as determined by the Superintendent), a Police Officer, witness testimony or apprehension of the person(s) responsible for the damage.

3. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination. The Board's maximum liability under this section is fifty thousand dollars ($50,000) per school year.

H. **Group Insurance Program:** Employees with a minimum of ten (10) years of service with the Board retiring prior to Medicare eligibility may elect to remain in the Group Insurance Program until they become eligible for Medicare; rates applicable to the entire group; the cost of such insurance shall be borne by the retiree, ~~except that the Board shall provide without charge for the collection and remittance of premiums for such insurance~~. Applications must be submitted within thirty (30) days of retirement.

I. **Cafeteria Insurance Program:** The Board agrees to provide a cafeteria insurance program to all bargaining unit members including those on Board-approved paid leaves. Members on unpaid Board-approved leave

are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The Board will provide twenty-five dollars ($25) per month not to exceed three hundred dollars ($300) per employee per school year. Employees hired after the commencement of the school year, shall receive twenty-five dollars ($25) per month for each full month of employment.

2. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

J. ~~The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the School Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.~~

K. **VISION INSURANCE:** The District shall provide without cost to employee a basic vision insurance program, in accordance with the terms and benefits provided in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan, at the employee's expense, through payroll deductions.

ARTICLE TWENTY-THREE
LEAVES

A. **Sick Leave:**

Any employee employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, sister, brother, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him/her to do so. The following provisions shall govern sick leave:

1. **Accrual:** Each employee on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized. Also, when an employee uses a sick leave day, those days are earned at a lower rate of pay and shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one half (1/2) of this cumulative leave must be established within the District.

   Sick leave accumulated in another Florida district or districts: Sick leave accumulated in another Florida district or districts by an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of employment in this District until such time as all sick leave accumulated in other Florida districts has been transferred to the District.

   Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this District. Employees who are to be temporarily absent from school for any reason shall, if possible, notify the principal or his/her designee at least two (2) hours prior to school opening.

2. **Personal Reasons:** Employees shall be granted up to six (6) days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be non-cumulative. Employees shall not be required to give reasons for personal leave, except that the leave is for "personal reasons."

   (a) Personal reasons leave shall not be granted on the day preceding or following a holiday* nor during the first or last week of school. The first week of school starts on day one (1) of the 196 day work calendar and the last week of school concludes on the final day of said calendar. *(Note: A holiday on the official School Board calendar is any date marked as a "holiday" or "day off.")

3. **BEREAVEMENT LEAVE (SICK LEAVE)**

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

a. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.

b. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.

c. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant, any other relative, or member of the employee's household. Proof of relationship to the deceased may be required.

d. The District may require proof of death within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

e. Bereavement leave as outlined above shall not count against the employee's attendance for sick leave buy back purposes provided in Article Twenty-One, Section D. Nothing in this section shall be construed to limit an employee's right to use sick leave under provisions of Section A above.

4. **Use of Sick Leave:** An employee shall have the right to use sick leave in one-half (1/2) day or full-day units, for the purpose of medical or dental appointments.

If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

An abuse of sick leave is defined as a pattern or series of absences which occur over an extended period of time and on a regular and predictable basis and without adequate justification. For example a regular and predictable basis would be: sick leave being used as soon as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after a payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist, the employee may be subject to disciplinary action as per Article Eighteen, Section B (1).

5. **Terminal Pay:** Any employee at normal retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:

(a) During the first three (3) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

(b) During the fourth (4th) through sixth (6th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

(c) During the seventh (7th) through ninth (9th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

(d) During the tenth (10th) through the twelfth (12th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

(e) During and after the thirteenth (13th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

Employees who are granted an early retirement under the District's program are eligible to receive the benefits outlined above if the employee meets the criteria contained in this section.

(f) No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This Agreement requires the retiring District employee to seek, accept, and cash the first retirement benefit check issued by the Florida Retirement System.

The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A,B,C,D,E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: "At the time sick leave is earned" shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

B. **Illness-In-Line-of-Duty:** Any permanent full-time employee shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such leave shall be in addition to any other leave to which the employee may be entitled and such leave shall not be cumulative. Each employee shall be entitled to a maximum of thirty-five (35) days of such leave. Paid holidays occurring during such leave shall not be included in the computation of the number of days with respect to which such leave is applicable, provided that the employee shall be paid for such paid holidays. A substantiating statement by a physician and a corroborating statement of the immediate supervisor may be subject to the grievance procedure.

C. **Verification of Leave:** An employee shall, before claiming and receiving compensation for the time absent from his/her duties, while absent because of leave as prescribed in A and B, make and file on a District form by the end of the school month following his/her return from such absence, with the Superintendent or designee, a written certificate which shall set forth the day or days absent, that such absence was necessary and that he/she is entitled to receive pay for such absence in accordance with provisions set forth above. The Superintendent may, at his/her option, require a certificate of illness from a licensed physician or from the county health officer.

D. **Sabbatical Leave**

1. The District will award up to thirty (30) sabbatical leaves per school year to applicants who will use said leave for the purpose of obtaining certification in an area in which the Board determines that a shortage of employees is developing.

2. The District will develop each school year a list of certification areas in which a shortage of employees is developing.

3. Applications for sabbatical leave will be screened by a Committee of six (6) members. Three (3) members of the Sabbatical Committee are to be appointed by the President of the BTU, and three (3) members are to be appointed by the Superintendent.

4. An applicant must agree to pursue a plan approved by the Committee and leading to certification in an area in which a shortage of employees is developing.

5. The applicant must provide a written recommendation from his/her principal, department head and the affected curriculum supervisor.

6. Seniority shall not be a factor in awarding critical shortage sabbaticals.

7. An application for sabbatical leave shall be submitted to the Superintendent not later than March 1st (or the last workday preceding March 1st) preceding the school year for which the leave is sought.

   However, this deadline may be extended by mutual agreement between the parties. If the Committee requests clarification of an application, the Committee will inform the applicant of the time limit for supplying the information.

8. The Superintendent will give written notice not later than the second Board meeting in April to each applicant regarding the disposition of the employee's application.

9. An employee granted a sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has received notice of approval for leave.

10. If more critical shortage sabbatical applications are received than the projected number of critical shortage vacancies for a critical shortage subject area, then the applicants shall be rank-ordered by critical shortage subject area based upon the Sabbatical Committee ratings. The sabbatical vacancies shall be offered to the applicants in order from the highest to the lowest ranking applicant in a subject area until all projected critical shortage area vacancies are filled or the maximum of thirty (30) sabbaticals are offered. Should any of the original choices decline his/her sabbatical leave due to a change in plan or lack of acceptance in a program, the next ranked applicant in that critical shortage subject area shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been accepted or rejected.

11. There shall be separate application forms for sabbatical leave and tuition reimbursements under this provision.

12. The Sabbatical Committee is hereby authorized by the parties to issue a recommendation to the President of the BTU and the Chief Human Resources & Equity Officer who are authorized to reach a final agreement on the procedures that will be printed and distributed to all work locations and will become part of this Agreement.

13. Employees granted critical shortage sabbaticals shall receive seventy-five percent (75%) of their base salary while on said leave.

14. Employees who are granted this leave shall agree in writing to teach in the District for three (3) years after returning from said leave.

15. The period of such leave shall count as regular service for the purpose of retirement, if approved in advance by the retirement system, and the contribution to the appropriate retirement system therefore shall continue. The employee's insurance benefits normally paid by the District and provided in this Agreement will be paid by the District while the employee is on sabbatical leave. The leave shall count for purpose of salary increments but such increments shall not be applied retroactively. The leave shall not count for vacation or sick leave.

16. An employee who returns from completion of a critical shortage sabbatical shall be placed in a position requiring the certification earned by the employee while they were on said leave provided that such a position exists in the District.

If no position exists, the District shall employee the person in another position for which he/she is qualified until a vacancy in the critical shortage area is announced.

17. **Teacher Directed Improvement Fund (TDIF)**

a) The parties agree to create a TDIF for the purpose of designing and recommending a procedure for awarding special grants to bargaining unit members. The Superintendent and the President of the BTU shall each select three (3) representatives to serve on the Committee.

b) The funding for the Grants shall be $1,514,248 annually, except that such funding shall be suspended for the 2011-2012 school year. All unspent funds shall be carried over to the following fiscal year. Up to $42,500 shall be deducted from the TDIF fund to pay for up to one-half (1/2) the administrative costs associated with this program. It is the intent of the parties to notify applicants of the disposition of their grant applications within sixty-five (65) days after the close of the application period. This program shall be administered by the Division of Human Resources & Equity.

c) Examples of items which might be considered for special grants include differential staffing programs, research projects to strengthen curriculum, career ladder stipends, attendance at a center for creative learning, etc.

d) The Committee is hereby authorized by the parties to issue a recommendation to the President of the BTU and the Chief Human Resources & Equity Officer who are authorized to reach a final agreement on the procedures which will be printed and distributed to all work locations and will become part of this Agreement.

e) Teachers with a minimum of five (5) consecutive years of satisfactory service for the SBBC may apply for workshop and conference reimbursement to a maximum of $1,000 per teacher. The WCCI applications will be divided into three (3) groups. Group A will consist of teachers with five (5) to thirteen (13) years of continuous experience in the teachers' bargaining unit. Group B will consist of teachers with fourteen (14) to twenty-one (21) years of continuous experience in the teachers' bargaining unit. Group C will consist of teachers with twenty-two (22) or more years of continuous experience in the teachers' bargaining unit. The

available funds for WCCI-TDIF applications will be allocated according to the following – Group A will receive twenty-five percent (25%) of the available funds, Group B will receive thirty-five percent (35%) of available funds and Group C will receive forty percent (40%) of available funds.

The applicants chosen will alternate every other year (within each group) from highest to lowest seniority, and then lowest to highest seniority to make the process more equitable for teachers at all levels. In school years beginning in odd numbered years, the most senior teachers within the group will have priority, in school years beginning in even numbered years, the least senior teachers within the group will have priority. Funding will be awarded in the manner commencing in the 2010-2011 school year.

The TDIF Committee shall also establish rules and regulations applicable to tuition reimbursements and school education projects. If a teacher does not intend to use the TDIF funding, they must notify Academics (TDIF) by March 1 of any given year. Failure to notify will result in the teacher being ineligible for any TDIF funds for two (2) years.

E. **Temporary Duty Leave:** Temporary duty leave may be granted to employees by the principal or supervisor equivalent in rank for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing instructional techniques or programs.

3. The principal agrees to provide funds for normal expenses for professional leaves up to the limits provided by Board policy. It is understood that normally only one (1) member of a department may attend any one (1) such meeting at school expense. The Superintendent may approve of exceptions.

4. Employees approved for TDIF grants shall be approved for temporary duty leave so long as all costs, including substitute costs associated with the leave are paid through the grant.

F. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena.

G. **Professional Leave to Attend Summer School:** Professional Leave to Attend Summer School shall be granted when students are not in session to any employee required to be absent at the beginning or end of a school year, in order to attend a full-time course of summer study. Such leave shall be without loss of pay and shall be limited to three (3) days at the end of a school term, and three (3) days at the beginning of a school term, provided that a maximum of three (3) days shall be granted in any one (1) school year. The principal shall certify that the absence of the employee will not interfere seriously with the employee's contractual obligations or jeopardize the accreditation of the school.

H. **Military Reserve Leave**

1. Any employee who is a member of a national military reserve unit or National Guard shall be allowed up to seventeen (17) days of leave without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during regular term. At the District's discretion, the leave period may be extended up to thirty (30) days. An employee required to report for a physical examination under any selective service law shall be granted leave without loss of pay or other accumulated leave for the time required for this obligation.

2. Employees who are reservists called to active duty shall receive pay to supplement their military pay in the amount necessary to bring their base salary, inclusive of their base military pay, to the level earned at the time they were called to active duty. Base salary shall be defined as the employee's main job with the District.

3. Employees on active duty shall be eligible to continue their District health insurance coverage by paying the employee's share of any cost of such coverage.

4. During the period of leave required by the call-up, the employee shall continue to maintain his/her seniority and shall accrue sick leave.

5. Upon returning from leave, the employee shall receive experience credit on the salary schedule for the time spent on active duty in the military call-up and shall be returned to employment to their school/work site prior to the active military leave.

6. The terms of this Agreement shall be in effect during the period of time established by the District when a military call-up is in effect and shall expire at its conclusion.

I. **Active Military Service Status:** Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service.

An employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the District shall have up to six (6) months to reassign the employee to duty in the school system.

J. **A Leave of Absence For Professional Enhancement**: A leave of absence for professional enhancement without salary, shall be authorized for any employee who has been employed for more than three (3) years in Broward County, upon application, for a minimum of one (1) school year. Upon approval of the Superintendent and Board, a leave of shorter duration may be granted for the purpose of (1) engaging in study at an accredited university; (2) full-time participation in federally sponsored volunteer programs; (3) full-time teaching in foreign or military programs; (4) cultural travel or work program related to professional responsibilities; or (5) participating in exchange teaching programs in other territories or countries. The above leave is available to a teacher who has an evaluation rating of Effective or Highly Effective. For other teachers, unless the leave is directly related to increasing content knowledge or improving pedagogy in the teacher's field, this leave is subject to special approval by the Superintendent.

Applications for Professional Enhancement Leave: Applications for Professional Enhancement Leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the year in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the employee's return from the leave for purposes stated in Sections J (3) and J (5) above. Upon return from such leave, the employee shall be returned to his/her former position or to a substantially similar position, for which the employee is fully qualified.

K. **A Personal or Maternity Leave:** Personal or maternity leave without pay and not to exceed three (3) years shall be granted to an employee for the purpose of childbearing and/or child rearing and/or child care as follows:

1. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required teaching functions.

2. All or any portion of a leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.

3. An employee shall be entitled, upon request, to personal leave to begin at any time between the birth of the child and up to two (2) years thereafter.

L. **Continuing Insurance Coverage While On Leave:** Any employee granted a District approved leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage's in existing school programs and, with the approval of the retirement system, continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a substitute teacher in the District while on leave.

M. **Teaching Position While on Leave:** An employee may be employed in a teaching position outside of the District while on leave.

Also, employees who are on any District approved unpaid leave of absence are authorized to work in a temporary, part-time capacity with the District. Said employees may apply for such positions, and if selected by the District, will be allowed to work.

N. **Length of Leave:** An employee who has been employed for more than three (3) years in Broward County may be granted upon request, personal leave without pay for a period not to exceed two (2) years for reasons not provided elsewhere in this Agreement. The employee shall be returned to duty at the beginning of the next school year following the leave. Such leave shall require the approval of the Superintendent. An employee identified for or engaged in a written plan for improvement shall not be eligible for a leave if within the last two (2) years the teacher was granted a personal leave while identified for or engaged in a written plan for improvement.

O. **Returning Early from Leave:** If an employee notifies the Superintendent of the desire to return to active employment before the expiration of such leave, the District shall place the employee in a vacant position within their choice of certification and geographic area. If the affected employee is

offered a position by the District and he/she rejects said position, then he/she may not return to work until the expiration of the approved leave.

P. **Elected to Public Office:** Bargaining unit members who have been employed for more than three (3) years in Broward County who are elected to a public office in the State of Florida may be granted a non-paid leave of absence for the length of the term of office. If the affected employee notifies the Superintendent of a desire to return to employment before the expiration of such leave, said employee may be returned to duty to a position for which he/she qualifies. The employee shall be returned to duty at the beginning of the school year following the leave to a position for which he/she qualified.

Q. **District Determination:** All leaves granted at the request of an employee shall be for particular purposes or causes. The District shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used, the District may cancel the leave, provided, however, that verification of use of personal reasons leave shall be as provided in A (2) above.

R. **Replacement Teacher:** Employees returning from any leave granted by the District shall not be guaranteed the same work location or assignment. However, any employee filling the position of an employee on leave for one (1) year or less who has been promised the same position upon return from leave shall be given written notice at the time of employment that his/her position will no longer be available when the leave expires.

Such employee shall be considered a replacement teacher and shall not be entitled to the guaranteed re-employment provisions afforded to annual contract teachers as contained in Article Eighteen, Sections C and D of the contract.

S. **Accrued Annual Leave:** Employees employed on a twelve (12) month work calendar shall accrue annual leave (paid vacation) at a rate of one (1) day per month for employees during the first five (5) years of employment; one and one-fourth (1 1/4) days per month for employees during the sixth (6^{th}) through ninth (9th) years of employment; and one and one-half (1 1/2) days per month for employees during and beyond the tenth (10th) year of employment.

T. **Sick Leave Bank**

The parties mutually agree to establish a sick leave bank (hereafter referred to as the bank) for employees. Participation in the bank shall be voluntary. The bank shall be governed by the following procedures:

1. **Creation of the Bank:** The bank will be established providing that one thousand (1000) days have been deposited (one [1] per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the bank only within thirty (30) calendar days of the beginning of the official school year.

2. **Membership Requirements:** Full-time employees who have been employed full time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment may enroll in the sick leave bank by contributing one (1) day of sick leave to the bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.

3. **Sick Leave Bank Committee:** The Committee shall be appointed by the BTU for the purpose of administering the sick leave bank. The Committee shall:

   (a) Maintain adequate records relative to all functions of the bank.

   (b) Meet periodically, as requested by the Superintendent, with a designated administrator of the county to review BTU sick leave bank records.

   (c) Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the BTU will comply with procedures for identifying and recording contributions to and withdrawals from the bank.

   The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the bank as long as said procedures are consistent with and do not change any of the criteria contained in this section of this Article.

   (d) Not grant more sick leave days than are available in the bank.

4. **Withdrawal Rights and Procedures:** Participating bank members may request sick leave days from the bank within the following limitations:

(a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the District related to the accident, illness or injury, including but not limited to leave granted for disability or for illness or injury on the job.

(b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.

(c) An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion. However, applications must be made no later than ten (10) working days after the participant returns to work.

(d) Withdrawals shall be in full day units and must be for catastrophic illnesses or injuries that extend for a minimum of eight (8) consecutive days. Withdrawals for absences that extend beyond thirty (30) days shall not be granted if the employee is receiving disability benefits nor shall it be granted for absences for which the employee is being reimbursed for loss of wages under an individual insurance policy.

(e) All applications for withdrawal shall be in writing and shall be verified by the Committee. The Committee may submit a request to the Superintendent concerning the implementation of Article Twenty-Three, Section C of this Agreement.

(f) The salary of a teacher participating in the bank will be reduced by any benefits drawn from Worker's Compensation.

(g) When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.

(h) The Committee may request the Superintendent to request a second medical opinion from the applicant at his/her expense.

(i) Withdrawals shall be granted only for the illness, accident or injury of the bank participant.

(j) The bank may not be used for elective surgery which can be planned to occur during non-work time. The question of elective or necessary surgery shall be determined by the

physician in charge. A second doctor's diagnosis may be required, at participant's expense.

5. **Maintenance of the Bank**

(a) Once the bank is established, there shall be no requirement for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the bank is depleted to a point where only seventeen thousand dollars ($17,000) remains, all members of the bank shall contribute one (1) day each time the bank is depleted to this level.

(b) A participating employee who chooses to no longer participate in the sick leave bank shall not be allowed to withdraw any sick leave already contributed to the sick leave bank.

6. **Duration:**
The sick leave bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

7. **Indemnification:** The BTU and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

8. **Eligibility:**

(a) District produced eligibility forms should be sent to only those not in the sick leave bank, when additional members are sought for initial enrollment.

(b) The District shall send to the BTU a complete list of eligible employees by the end of the first pay period in October.

(c) The District shall notify the BTU of new enrollees within thirty (30) calendar days of the close of open enrollment.

(d) The District shall send to the BTU an updated Sick Leave balance statement on a regular basis.

U. **Family and Medical Leave:** The District will provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The parties agree that the provisions outlined below are the eligibility standards for the FMLA.

1. A leave of absence under this policy for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July - June) for one of the following reasons:

   a. birth of a son or daughter of the employee and in order to care for such son or daughter.

   b. placement of a son or daughter with the employee for adoption or foster care.

   c. care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent, has a serious health condition.

   d. a serious health condition that makes the employee unable to perform the functions of the position of such employee.

2. For purposes of this policy, an "eligible employee" means an employee who has been employed:

   a. for at least twelve months by the Board;

   and

   b. for at least 784 hours of service with the Board during the previous twelve month (July-June) period.

3. Employees who are part-time unit members (not less than four [4] hours per day) shall be eligible for a pro-rata amount of twelve (12) weeks of leave. For example, an employee who is sixty (60) percent of full-time is eligible for 7.2 weeks of leave or 36 days.

4. If both a husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.

5. Employees who are on leave granted under this policy who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave or in emergency situations, as soon as possible thereafter, to make direct premium payments to the Board while on leave to continue this coverage.

6. Family leave as outlined in number one above, subsections a & b above shall not be taken intermittently. The affected employee must take a minimum of four (4) weeks of leave.

7. Medical leave as outlined in number one above, subsections c & d may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may place the employee in an alternative position which better accommodates intermittent leave.

8. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent and the completed form must be returned within five (5) working days. This deadline may be extended in unusual circumstances as determined by the Superintendent.

9. This leave may be taken before or after utilizing any other leave provisions to which the employee is entitled to under the provisions of this contract.

V. **Americans with Disabilities Act:** The District shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended. The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the District, or be subjected to discrimination or harassment.

Any employee who believes he/she has been discriminated against, denied a benefit, or excluded from participation in any District education program or activity, on the basis of disability, may file a complaint with the Office of Equal Educational Opportunities/ADA Compliance.

W. **Professional Sabbatical Leave**

1. **Eligibility Requirements**

a. Full-time bargaining unit members who are in an active pay status (not on leave) with an evaluation score of at least effective, hold a current professional certificate, have a minimum of five (5) creditable years with the District, and have ten (10) years of verifiable creditable teaching or other work related experience prior to the effective date of the Professional Sabbatical Leave. The leave will be for a full

school year. An employee is only eligible for one (1) such leave during their career with the District.

2. **Requirement While On Leave:**

a. The employee must undertake an activity that will be beneficial to him/herself and the District. Applicants must be pre-approved for the leave. Acceptable projects during said leave include, but are not limited to:

1. performing community services.
2. serving as a District volunteer.
3. conducting educational academic research on a pre-approved topic. If this option is selected, the employee must provide the District with a research report.
4. teaching undergraduate or graduate classes.
5. learning a second language.
6. upgrading skills related to career and technical education.

3. **Benefits**

a. Teachers on this leave will be paid $5,000 per year in equal monthly installments of $500 (less FICA and withholding taxes) for an employee on a full school year calendar for ten (10) months. The District will pay retirement contributions on these payments. The payment of said amounts shall be in accordance with the provisions of Article 19, Section N of this Agreement. Employees working less than full time shall receive a pro-rata share of the $5,000. The District will pay retirement contributions on these payments.

b. The affected teacher may retire at the conclusion of this leave or may elect, upon return from such leave, to make additional retirement contributions and receive retirement credit for the leave period, based on the full salary earned prior to the leave of absence. If additional contributions are not made, only the employee's sabbatical pay shall be used should such period be included in the employee's average final compensation.

c. Professional Sabbatical Leave recipients will continue to receive District paid insurance benefits equal in value to what the employee would have if not on leave.

4. **Application Procedures:**

a. Employees must apply for the leave not later than June 14th of each year.

b. This leave is irrevocable and the employee may not return to work prior to the conclusion of the leave.

5. This program shall automatically expire at the end of this Agreement and may only be continued by mutual written agreement between the District and the BTU.

X. Donation of Sick Leave: An employee may donate earned and accrued sick leave to a qualified district employee in accordance with the following procedures.

A. Qualified district employee is defined as a benefits eligible employee who holds a position, which is eligible for sick leave accrual.

B. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave accrual. However, the recipient is not required to utilize days available from a sick leave bank in which they may participate prior to receiving a donation from a district employee.

C. With the exception of pay for the purpose sick leave, donated days/time shall have no value for the recipient for the purposes of terminal pay or any other program and/or provision that provides pay for accrued sick leave.

D. Donated days/time may not be utilized for the purpose of personal reasons leave.

E. At the time of an employee's donation to a qualified district employee, the donated sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily base rate of pay at the time of the donation. The resulting value shall be credited to the recipient for use as sick leave.

F. The recipient employee must notify his/her supervisor within five (5) days of his/her absence from work that he/she is eligible to be compensated for such sick leave as a result of a donation from an employee. An employee may notify his/her supervisor that he/she is eligible for a donation of sick leave in advance of the depletion of his/her sick leave and that a donation will be utilized upon depletion of his/her sick leave.

G. The donor employee must notify his/her supervisor within five days of a recipient employee's illness that he/she will authorize the donation of sick

leave time to recipient employee. The donor employee shall sign the Sick Leave Donation Authorization form and submit the completed form to his/her supervisor within the above time frame. A donor employee may notify his/her supervisor that he/she will authorize a donation of sick leave in advance of the recipient's depletion of his/her sick leave and that a donation will be authorized upon depletion of the recipient's sick leave.

H. Day(s) will be deducted from the donor employee's sick leave accrual, in accordance with existing School Board practice, and credited to the recipient employee's sick leave accrual in accordance with the conversion specified in paragraph 5 above. Said time shall be paid to the recipient at his/her current rate of pay.

I. All sick leave compensated by the use of donated days may require a certificate of illness from a licensed physician or from the county health officer.

J. The donation of days to a qualified district employee shall not disqualify the donor employee from eligibility for attendance award(s) contained in Collective Bargaining Agreements and/or Board Policy.

Y. Declared Emergency Paid Leave:

1. A declared emergency is defined as one declared by federal, state, or local officials.

2. Employees may receive Declared Emergency Paid Leave when one or more of the following conditions exist:

   a. The Superintendent or designee is authorized to declare that an emergency event exists for which said leave is available.

   b. The employee is unable to return to work due to required evacuation.

   c. The employee sustains personal injury or significant damage to their personal residence.

   d. The employee is needed to assist a family member with a storm related health emergency.

   e. The employee is required to participate in relief efforts.

f. The employee's personal involvement is required for other emergency related circumstances.

3. Requests for leave must be recommended by the authorized supervisor for approval by the Superintendent or designee.

4. The employee may be required to provide documentation of the condition(s) in subsection 1 above for which leave is requested.

5. Declared Emergency Paid Leave shall not exceed ten (10) days per declared emergency event unless authorized by the Superintendent.

6. Declared Emergency Paid Leave shall not be deducted from the employee's accrued leave.

Z. Domestic Violence Leave: The parties mutually agree that upon approval of and in alignment with the School Board Policy on Domestic Violence Leave, the three (3) days of leave as outlined by Florida Statutes shall be paid leave for employees who are victims of domestic violence, as defined in Florida Statutes, Section 741.28.

ARTICLE TWENTY-FOUR
EMPLOYEE ASSISTANCE PROGRAM

A. **Establishment:** The District and the BTU recognize the necessity for identifying, developing, promoting and promulgating sound physical and mental health and developing prevention and correction programs for bargaining unit members. As a result of this awareness, and at the request of the BTU, the District has established an Employee Assistance Program.

B. **Purpose:** The basic elements of this program may include:

(a) referring troubled employees to community resources for counsel or treatment.

(b) developing programs for stress reduction.

(c) developing procedures for identification and referral of employees in need of assistance.

C. **Committee Composition:** The BTU shall designate two (2) members to an "Employee Assistance Program" Committee. The Superintendent shall appoint two (2) members. The Committee shall make recommendations to the Superintendent and the President of the BTU concerning program procedures and services.

D. **Enrollment:** Any employee who desires to enroll in the Employee Assistance Program or is recommended for enrollment must submit a request to the program coordinator.

E. **Special Leave:** Such employees who have depleted all of their available sick leave must request a special unpaid leave of absence from the District not to exceed one (1) year. The term and conditions of the leave shall be determined by the Board.

F. **Drug Free Workplace**

1. The District and the BTU recognize that substance abuse in our nation and our community exacts staggering costs in both human economic terms. The District and BTU share a commitment to maintain a drug-free workplace.

2. Reasonable suspicion testing requires authorization of the Director of Risk Management or the Special Investigative Unit. Administrators requesting reasonable suspicion drug tests shall be trained and competent in the recognition or drug/alcohol abuse.

Circumstances under which testing may be considered include, but are not limited to, the following:

a. observed use of illegal drugs and/or abuse of alcohol during work hours
b. apparent physical state of impairment of motor functions
c. marked changes in personal behavior on the job not attributable to other factors
d. employee involvement in serious or repetitive accidents on the job, causing personal injury to self or others and/or significant property damage.

3. Drug and/or alcohol testing shall be conducted by District approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the School Board of Broward County "Reasonable Suspicion Drug Testing" procedures, which is incorporated by reference into this contract, and made part thereof.

4. Employees subject to drug testing procedures shall be treated in a respectful and confidential manner. Employees shall be informed of the intention to require a drug/alcohol test and the basis upon which the test is being required. Employees shall have the right to consult with a representative of the BTU, provided it does not delay the testing process unreasonably, and shall be informed of this right prior to submitting to a testing request. Employees shall not be required to pay for any drug tests required by the District.

5. Employees who test positive for the first time shall be referred to EAP. Successful completion of a recommended program may mitigate any recommended disciplinary action.

6. All information received or produced as a result of a drug testing program are to be treated as confidential to the extent possible under provisions of state and federal law.

ARTICLE TWENTY-FIVE
REASSIGNMENT & TRANSFER

It is the intent of the parties to provide staff stability and opportunities for reassignment and transfers. The following procedures shall be utilized to achieve this objective:

A. Reassignment

1. A reassignment is defined as a change in grade level or subject assignment at an employee's currently assigned work location; or, in the case of a teacher assigned to a center, area, or off campus facility, a change in any position under the direction and supervision of a principal regardless of site location.

2. Employees who desire to be reassigned shall file a written statement with his/her school principal of such desire. Voluntary requests for reassignment shall receive first consideration to the extent that vacancies exist within the building/location.

3. Involuntary reassignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner; not arbitrary or capricious. The principal shall advise the employee through a personal interview that a reassignment is being recommended and the reasons therefore.

4. (a) An employee with a complaint about being unfairly reassigned in an arbitrary and capricious manner may present the complaint to his/her principal.

   (b) If the principal is unable to resolve the complaint the employee may present the complaint to the Chief School Performance Accountability Officer for review.

   (c) If the Chief School Performance & Accountability Officer is unable to resolve the complaint, the Superintendent and the President of the BTU will meet periodically to jointly resolve the unresolved complaints. The resolution at this level is final and binding and shall not be further challenged under Article Thirty-Four.

5. Employees receiving an involuntary reassignment during the school year shall receive three (3) non-assigned preparation days prior to the start of the involuntary assignment.

B. Transfers

1. A transfer is defined as a permanent (more than one semester) change in the school, center, off-campus facility or other location at which the employee is regularly assigned. For purposes of this section a main building, any annex building(s), or portable classrooms shall be deemed to be part of the same school, center or off-campus facility irrespective of physical location provided that all such facilities have the same administrator.

   For Psychologists, School Social Workers and other such employees who are assigned to school/center, a transfer is defined as a change in the school/center.

   Reassignment as defined in Article Twenty-Five, Section A(1) shall not constitute a transfer for the purposes of this Agreement.

2. A transfer for an employee who is assigned to work in a program or activity which regularly or occasionally requires performing work at more than one school, center, off-campus facility or other location (e.g. store front schools or detention facilities) shall be deemed to occur only when the employee is moved to a program or activity which is under the supervision of a different principal or administrator.

3. The parties agree that prior to the effective date of any mergers, expansion or consolidation of programs or activities which require changes in employee work locations, the District will give written notice to the BTU. Upon request of the BTU, the BTU president and the Superintendent. or their respective designee, will meet and confer regarding the movement of the employee.

4. Employees who desire a transfer shall complete the District Online Transfer Request Form, print for their records, and submit a copy to their principal.

5. **Posting of Vacancies:** Except in instances when voluntary transfers are approved by the Superintendent, the vacancy posting will be available via the District's on-line application/recruitment system. The vacancy posting will include the subject area or grade level of the vacancy, the date the vacancy will occur, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position. Such posting shall be made at least five (5) working days before the vacancy is to be

permanently filled. Vacancies in virtual school positions shall be advertised in the same manner as full-time positions.

C. **Voluntary Transfers (Regular & Special):**

1. Transfer applications shall be provided by the District and may be submitted any time after January 1st through June 30th. Such applications shall remain active until the following December 31st.

   Applicants may request and specifically list ten (10) schools to which they are interested in transferring.

2. The staff of the Division of Human Resources & Equity shall provide access of all transfer requests to locations.

3. **Transfer Window:** Voluntary transfer applicants who have requested a specific school for the following school year must all be considered before the affected principal can fill the vacancy with a new hire. After the schools' budgets have been finalized, an early transfer window, using an efficient method for interviews, will allow only teachers who have requested voluntary transfers (regular and special) to transfer. Applicants may be interviewed prior to the placement of teachers being involuntarily transferred. Following this transfer window, involuntary transferred teachers will be placed. After the placement of involuntary transfers, the transfer window will be reopened for regular and special voluntary transfers. Except for hardship transfers, no transfer will be allowed if the employee does not apply by the last day of the regular school year. Locations must select a transfer at least fourteen (14) calendar days prior to the first teacher planning day of the upcoming school year and then no transfer will be allowed.-Hardships may continue to be selected. Factors to be considered by the principal include, but are not limited to:

   a. required certification/qualifications for the position.
   b. sending and receiving school's faculty racial ratio.
   c. mutual agreement of employee and the affected administrators.
   d. seniority of the affected employee.

4. **Special Transfers**

   Hardship Transfers: For purposes of this Section, a "hardship" shall be a situation when a teacher has completed a year of service with the District and:

a. travels twenty (20) miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or

b. has a serious medical and/or personal problem which can be substantiated by a District selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.

c. An employee who meets the "hardship" definition will be guaranteed an interview for a District determined vacancy at one (1) of the ten (10) schools the employee selects on their Online Transfer Request Form and applies to the specific school via the District's online application system. Hardships do not need to be considered, during the early transfer window.

Guaranteed Transfers: Voluntary transfer applicants shall be granted a transfer if a vacancy exists for the following school year in one of ten (10) schools the employee selects on their Online Transfer Request Form and applies for the specific school via the District's online application system. The employee will be considered based on the following conditions listed below. However, no transfer will be considered if the employee does not apply by June 30th. Locations must select a transfer at least fourteen (14) calendar days prior to the first teacher planning day of the upcoming school year.

a. Transfer applicant holds the required certification/qualifications for the position.

b. The affected teacher must have completed not less than fifteen (15) consecutive years in /her current school.

c. Not more than ten percent (10%) (rounded up to the nearest whole number) of the bargaining unit members at a school will be eligible for a transfer under this section. The ten percent (10%) shall be determined by the longest number of years of bargaining unit service at their current school. In case of a tie, Article Three, Section E, 3, c-d shall be utilized.

d. If more than one (1) eligible teacher requests the same vacancy and they are certified for said position, it shall be awarded by bargaining unit seniority. Ties shall be broken pursuant to the provisions of Article Three, Section E, 3.

e. No school in the District shall be required to accept more than the following number of teachers under the provisions of this Section:

ESE, Elementary	=1
Middle	=2
Technical Colleges and High Schools	=3

f. The Superintendent can reject a transfer under unusual conditions as determined by the Superintendent such as the need for diverse staff, ESOL requirements and those supplements listed in Article Twenty-Five, Section D, 5.

g. Guaranteed Transfers shall be processed before other voluntary transfers except during the early transfer window.

Return Transfers: Teachers who are involuntarily transferred shall have the first right of refusal for vacancies that occur at their previously assigned school prior to the close of the transfer window.

5. **Superintendent Approval:** After the day before school starts for students each year, the Superintendent may approve voluntary transfers under extenuating circumstances as determined by the Superintendent.

6. **Delay of Voluntary Transfers:** Voluntary transfers shall not be processed until such time as the District has depleted the list of surplus teachers needing placement under Section D. below, except during the early transfer window.

D. **Involuntary Transfers:** Involuntary transfers will be made with the approval of the Superintendent when a reduction in the number of employees in a school is necessary, or to prevent disruption of the instructional program.

1. **Request Volunteers:** When a reduction in the number of employees in a District designated subject area/program or specific positions is necessary, notice of the reduction shall be emailed to all faculty and qualified volunteers shall first be transferred, provided the employee retained is qualified to perform the required work. The teacher who volunteers to transfer shall provide his/her principal with a list of ten (10) schools that he/she would prefer to transfer to. If two (2) or more such volunteers request the same school and a vacancy exists for which the employee is qualified, the most senior teacher shall be transferred to said school. If no vacancies exist at

any of the ten (10) schools at the time an involuntary transfer is necessary, the voluntary teacher(s) shall remain at his/her school and an involuntary transfer shall take place pursuant to the provisions of this section.

a. The parties recognize that in certain career and technical subjects/disciplines, specific training and experience may be required to successfully teach a course. Therefore, when it becomes necessary to surplus a career and technical teacher, the surplussed teacher must demonstrate one (1) or more of the following before being placed in a vacant career and technical position:

   1. Recency of teaching experience in the subject and/or program.

   2. A license or documentation and/or recency of business/industry work experience necessary to meet the program needs.

b. If a surplussed teacher cannot meet the criteria listed above, the employee will be placed in a non-career and technical (excluding dropout prevention) class if said employee has another area on his/her certification. If the employee does not have a non-career and technical area on his/her certification, the employee may:

   1. Placed by the District as a replacement teacher.

   2. Become retrained and add a new area to his/her certification by taking a bachelor's level Florida Subject Area exam, if eligible.

2. **Reduction By Seniority / (Elimination of Position(s)):** If a reduction in the number of employees within a location is still necessary after Volunteer Transfers have been placed, the reduction will occur by subject area/program. All teachers/bargaining unit members are grouped in the following order:
   - within their subject/program/elementary schools (K-5);
   - type of contract (PSC, AC, PC, etc.); and then
   - seniority order.

   The least senior teacher will be identified as the involuntary transfer and complete the information listed below in #3. Position Assistance.

3. **Position Assistance:** When an involuntary transfer is required, the District shall provide assistance in finding a new position which the employee would prefer to accept. Employee(s) shall provide his/her principal and the Superintendent's designee with a list of ten (10) schools in the county to which they would prefer to be transferred. The employee shall review the list of vacancies that are available on the District's on-line application system. If no position exists, the employee shall be transferred to an available position. Those schools where special programs (i.e., SIG) exist shall be exempt from receiving involuntarily transferred teachers when both parties agree to the program terms through a Memorandum of Understanding (MOU).

4. **Assigned By Seniority:** In filling vacancies, qualified employees who are being involuntarily transferred shall be assigned by seniority before assignments are made for new employees and for employees seeking voluntary transfers, except during the early transfer window.

5. **Exempt from Surplussing:** The parties agree that the principal has the responsibility to maintain District approved curricular and co-curricular activities. When it becomes necessary for the Superintendent to implement the provisions of this section, the principal may provide for the following curricular and co-curricular exemptions:

   Athletic director, those head coach positions listed in Appendix F, Section I., D., 2, of this Agreement, drama coach, debate coach, academic games sponsor, newspaper sponsor, yearbook sponsor, music, department chairperson, team leader and grade level chairperson.

6. **Steward Superseniority:** One (1) BTU steward per school shall be given superseniority and also be exempt from the provisions of Section 5 above. The BTU will provide the Superintendent with an annual list of the official steward at each school that this section shall apply to. This shall be the same steward as the one referenced in Article Six, Section F (4) of this Agreement.

E. An employee shall not be assigned or transferred during the term of this Agreement on the basis of the amount of salary of the employee.

F. **PROCEDURES TO FILL VACANCIES AT NEW SCHOOLS**

1. The Superintendent will determine the number of total anticipated vacancies at the new schools. Vacancies will be categorized by

subject areas, i.e., math, science, elementary education, early childhood education, art, music, guidance, etc.

2. Chief School Performance & Accountability Officer will inform the Chief Human Resources & Equity Officer of the number of teachers from feeder schools that will need to be transferred.

3. Principals at new elementary schools will be permitted to advertise districtwide and select Grade Level Chairpersons, Media Specialist, ESE Specialist, and a School Counselor, immediately to assist in the opening of the new school. At new middle schools and new high schools, the principal may hire the Department Heads and or Team Leaders, Media Specialists, ESE Specialists, Athletic Director and Guidance Director.

4. The principal of the feeder school(s) shall notify staff of the necessity to reduce personnel. At the school, the entire staff is notified in writing of reduction as per Article Twenty-Five of the contract. The principal notifies staff of areas where reduction will occur (i.e., number of elementary, early childhood education). Instructional Staffing will notify teachers at the feeder school who are on a Board approved leave of the necessity to reduce personnel. They will be given an opportunity to complete a transfer request form.

5. The reduction of students from feeder schools determines the minimum number of positions available for transferring teachers from the feeder schools by using a ratio of thirty (30) to one (1) and/or appropriate ESE ratios.

6. Vacancy lists will be made available to those employees at the feeder schools.

7. Employees may complete a voluntary transfer form listing up to ten (10) schools and submit it to their principal by April 15th or forty-five (45) days prior to the anticipated opening after the commencement of the regular school calendar. If more feeder school employees volunteer to transfer to a new school than the number of positions created by the reduction of students from feeder schools, sixty percent (60%) of the positions from a feeder school will be filled by seniority and the principal will interview and select employees for the remainder of the positions. If fewer employees apply to transfer than there are vacancies, all employees will be transferred to the new school(s).

8. After voluntary transfers have been exhausted at the feeder school, involuntary transfers will take place at the time the District

processes involuntary transfers districtwide. Involuntary transfers shall be handled at the sending (feeder) schools pursuant to the provision in Article Twenty-Five, Section D of this Agreement. Principals of schools may retain employees identified in this provision for the curricular and co-curricular activities pursuant to Article Twenty-Five. Annual Contract employees who hold such provisions and who are recommended for employment for the next school year shall remain at the schools.

9. Attempt will be made to keep employees at the same level, i.e., early childhood education, elementary, art, music, physical education, etc.

10. A printout of seniority and certification school-wide will be available at all feeder schools for seven (7) workdays prior to the deadline for voluntary transfer forms.

11. New employees to the District will not be hired in applicable vacancies until placement of all involuntarily transferred employees have been made.

ARTICLE TWENTY-SIX
REDUCTION IN PERSONNEL

In the event the District determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious; (2) shall not deprive employees of other rights conferred by this Agreement or laws of Florida and the United States; and (3) shall be capable of uniform application. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:

A. **Layoff:**

1. Prior to implementing a reduction in personnel, the Superintendent shall meet with representatives of the BTU to discuss the proposed Board action and solicit their suggestions.

2. The District shall determine the net number of positions to be reduced and the subject area/programs or specific positions in which layoff shall occur.

3. The least senior employees in each subject area/program or specific positions shall then be laid off. See Article Three, Section E for the definition of seniority. Retained employees must be qualified for their assigned positions. A laid off employee is not entitled to replace another employee in a different subject area/program. However, if the employee(s) identified for layoff holds another certification in a subject area/program for which a vacancy exists in the system, then said employee(s) shall be offered the vacancy if he/she is qualified for the position. If more than one (1) employee with dual certification who is to be laid off qualifies for a District vacancy, then the job vacancy shall be offered to the most senior employee as defined in this contract.

4. If layoffs are to occur, a seniority list in accordance with this Article shall be prepared by the District and a copy thereof made available to the union.

B. **Recall:**

1. Employees will be recalled to the same subject area/program they were teaching at the time of their layoff in reverse order of layoff when a vacancy occurs.

2. Each employee on layoff shall be required to provide the District Human Resources & Equity office in writing with a current address to which a letter of recall may be sent.

3. If a recall opportunity exists, a letter shall be mailed to the employee, certified mail, return receipt requested. If the letter is mailed to the address provided by the employee and is returned to the District because the address is incorrect, the District has fulfilled the obligations of this sub-section.

4. An employee offered a recall opportunity must notify the District in writing of his/her decision within seventy-two (72) hours of receipt of the District's offer.

5. An employee who has been laid off shall maintain recall rights for twenty-four (24) months from the date of layoff or until he/she refuses a recall opportunity, fails to respond to a recall letter, submits a resignation, or accepts employment in another school District, whichever is less.

C. An employee who has started his/her sixth year of service and who will qualify for retirement by the end of that year shall be permitted to complete the school year so as to acquire the necessary service to become vested in the retirement system.

D. No new or substitute appointments may be made while there are laid off employees available who are qualified to fill the vacancies.

E. The employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

ARTICLE TWENTY-SEVEN
SCHOOL CALENDAR

A. The school calendars for the term of this contract shall be as set forth in this Agreement and shall not exceed 196 days of service for regular contract employees. However, new bargaining unit members shall work 197 days during their first year of employment (see Article Five, Section T).

Should extenuating circumstances require a reexamination of this calendar by either party, such re-examination shall occur through negotiations prior to final adoption of the respective yearly calendar by the Board. The 196 days of service shall include six (6) paid holidays for employees. Negotiations under this section shall not prevent the Board from establishing and acting on dates necessary for the opening or closing of all schools in the District and for the conduct of all necessary activities related thereto.

B. Full-time teachers employed in the Virtual School program shall observe the calendar and work year of the state's Virtual School program.

ARTICLE TWENTY-EIGHT
EMERGENCY SCHOOL CLOSING

A. **Authority:** The Superintendent shall exercise full authority granted under Section 1001.51, Florida Statutes, to close any or all schools during an emergency. When emergencies arise to close any or all schools, he/she shall immediately notify the School Board of the action taken and the reason therefore and immediately implement administrative procedures which will include announcements over local television and radio stations when such services are made available in order to alert personnel, students, parents and the community.

B. Nothing in this Article shall require the Superintendent or the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside the bargaining unit.

C. **Meeting:** When the emergency closing results in a day or days off for employees, District and BTU representatives shall meet within forty-eight (48) hours and by mutual agreement recommend amendments to the calendar to substitute another day or days work, if necessary, in order to fulfill the complete contract year and avoid loss of pay to employees and loss of FTE revenue to the District provided, however, if mutual agreement is not reached by the next payroll period, the Superintendent shall recommend an appropriate calendar adjustment to the Board.

D. When one (1) or more school or school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

ARTICLE TWENTY-NINE
UNION RIGHTS

A. **Access Rights:** The BTU and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, in accordance with Board policy and rules.

B. **Equipment:** The BTU and its representatives may, upon approval of the principal, have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU may pay for the reasonable cost for such use and for all materials and supplies incidental to such use.

C. **Posting of Notices:** The BTU shall have the right to post notices of activities and matters of BTU concern in the same location as employee mailboxes, as well as on such bulletin boards previously designated or as designated by mutual agreement of the BTU steward and the principal. Only official BTU notices may be posted. Notices endorsing any national, state, or local political candidate shall be prohibited. The BTU shall have the right to use the District mail system providing that the union complies with all provisions of the Private Express Statutes, including postage requirements. The parties shall agree on procedures prior to implementing the use of District's mail system. The use of the District electronic mail system shall be permitted in accordance with the guidelines listed below:

1. The District's electronic mail system is software that is licensed to the SBBC for District business purposes and that email communications are generally not exempt from the public records requirements of Chapter 119, Florida Statutes.

2. Use of the District's electronic mail system is a privilege afforded to employees for the efficient operation of the District business practices.

3. BTU Stewards shall be permitted to access and utilize their location electronic mail as it relates to their roles as union representatives. The following rules shall apply for such usage:

    a. BTU Stewards shall abide by Florida Statutes, The Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida, and the provisions of Article Twenty-Nine, Union Rights.

b. BTU Stewards shall also comply with all applicable provisions of School Board Policy 5306, School and District Technology Usage.

c. The first violation of the provisions outlined in subsection A and B above shall result in a written warning to the offender with a copy to the President of the BTU and the Director of Employee & Labor Relations.

d. A second violation of the provisions outlined in subsection A and B above shall result in a three-month suspension of electronic mail privileges to the offender. The BTU President and the Director of Employee & Labor Relations shall be notified when such action is taken.

e. A third violation of the provisions outlined in subsection A and B above, shall result in a six-month suspension of the District electronic mail privileges to the offender. The BTU President and the Director of Employee & Labor Relations shall be notified when such action is taken.

f. A fourth violation of the provisions outlined in subsection A and B above, shall result in permanent suspension of the District electronic mail privileges for the offender. The BTU President and the Director of Employee & Labor Relations shall be notified in writing when such action is taken.

4. District employees on leave shall be afforded a District electronic mail account.

5. The BTU and the SBBC shall jointly provide training to include the review of the District's electronic e-mail policy once per year to the BTU stewards.

D. **Conduct Business:**

Stewards will be provided release time to carry out their duties as union representatives on five (5) days in the school year as selected by the BTU prior to the start of the school year and excluding any days during the first/last week of school or before/after a holiday. BTU shall appoint one (1) steward at each worksite who shall be released for the entire workday for the purpose of attending union meetings, training activities, joint labor/management activities, or for addressing union responsibilities at the worksite as determined by the BTU. On one (1) of these five (5) days in the school year on a mutually agreed date, the parties agree to schedule

collaborative training on labor/management issues for stewards and administrators.

E. **Information and Reports:** The District agrees to furnish to the BTU, in response to reasonable request, annual financial reports and state audits, periodic financial reports regularly submitted by the Superintendent to the Board; Superintendent's tentative budget and the final budget; full Board agendas furnished Board members and minutes of Board meetings; names and addresses of all employees, salaries paid thereto and certificate rank and years' experience thereof; pupil enrollment, enrollment projections, membership and attendance data; and such other specific information, if available, as will assist the BTU in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU to process any grievance.

Failure to furnish the above requested information shall not be the basis of a grievance unless it can be affirmatively shown that the information sought can be specifically identified and is available in the form sought and the information sought, in the form requested, is denied after a reasonable time. Unintentional inaccuracies of the information furnished and subsequent revisions of data based on revised information shall not be the basis of a grievance.

F. **Discrimination:** The provisions of the Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, handicap or marital status.

G. **Board Agenda:** The BTU may appear on the Board agenda to discuss Board business. In order to do so, the Superintendent must be contacted in accordance with regular notice requirements in advance of the Board meeting, in order that the item may be placed on the official Board agenda. The presentation shall be limited to the topic listed.

H. **Payroll Dues Deduction:** The District shall, upon written assignment authorization of the employee, deduct BTU dues. The BTU shall furnish, distribute and process assignment authorization forms, said forms to be filed by BTU with the Division of Human Resources & Equity. Employees who desire to become members of the BTU shall file their assignment authorization forms with the BTU. Pursuant to such authorization, the District shall deduct such annual sum as authorized in equal monthly payments from the employee's regular salary check, beginning with the salary check received by the employee in the month following the date of authorization. Bargaining unit members working less than seven and one half (7.5) hours per day who have authorized dues deduction shall have deducted from their pay an amount equal to fifty percent (50%) of the dues

amount paid by full-time teachers. Such authorization shall continue in effect from month to month thereafter, unless revoked by the employee in writing to the BTU and to the Division of Human Resources & Equity, not less than thirty (30) days prior to the next payroll cutoff date.

The deductions shall be remitted not less frequently than monthly to the BTU. The right to such dues deductions shall be granted exclusively to the BTU and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU shall notify the Division of Human Resources & Equity of the amount of any change in annual dues to be deducted not later than the last workday of the month prior to the month in which such change becomes effective. The BTU agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this section.

I. **Other Deductions:** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU special service programs, or any other plans or programs approved by the BTU and the Board as a part of this Agreement, or additional programs approved by the Board that are not a part of this Agreement. The BTU agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the application of the provisions of this section programs approved by the BTU.

J. **School Visitation and Meetings:** Upon prior notification at the site, the BTU president, staff and other representatives will be allowed to visit schools to investigate teaching conditions, employee complaints, problems, official union business, or for other purposes, except political campaigns, relating to BTU affairs, subject to the following:

1. All BTU officers and representatives shall comply with School Board Policies and school site procedures for site visitations.

2. BTU representatives may visit and confer with individual bargaining unit members at any time other than their student contact time or school meetings.

3. BTU representatives may visit and confer with bargaining unit members before and after the school day provided such meetings do not interfere with any scheduled school activities.

4. If BTU representative desires to confer with multiple employees, the principal will facilitate the visit by assigning a reasonable location for the representative to confer with employees upon the request of BTU.

K. **Reports at Faculty Meetings:** The BTU steward(s) shall, upon notice to the principal of the agenda, be given an opportunity at each building faculty meeting to present brief reports and announcements not to exceed ten (10) minutes.

L. **Labor-Management Meeting:** Representatives of the Superintendent and the BTU may request and shall be granted a Labor-Management meeting at any time during the school year for the purpose of discussing the administration of this Agreement. Each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what it wishes to discuss.

M. **Membership Pins:** No employee shall be prevented from wearing pins or other identification of membership in the BTU or its affiliates.

N. **State Convention:** The school calendar each year shall include a teacher planning day on that Friday during the annual convention of the state affiliate of the BTU. Employees with official responsibilities at such meeting, as verified to the Superintendent by the BTU president, shall be granted temporary duty leave for that Friday.

O. **Union Leave:** The president and vice president of the BTU, the president of the state affiliate, and the executive officers of the national affiliate shall be granted temporary duty leave for their respective term of office. Also, a bargaining unit member who has more than three (3) years of experience in Broward County and is hired by the BTU as a full-time staff representative is eligible for a temporary duty leave.

Upon return from leave, the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position within the scope of the employee's certification. Such employee shall have the right to continue participation in the retirement system and insurance programs of the District, as well as to receive credit for salary increments, all as if in actual service to the District. The BTU shall reimburse the Board for the actual cost of such employee's salary and benefits.

P. **Paid Leave Days:** The Board shall provide a pool of paid leave days not to exceed 1,500 in any given school year for the purpose of conducting certain union business. The following criteria shall govern the use of said leave days:

1. The BTU president or his/her designee shall notify the District's Director of Employee & Labor Relations or his/her designee not later than five (5) working days in advance of the requested leave day. The purpose and nature of the leave shall also be provided at that time.

2. Through the Employee & Labor Relations Department, the District shall pay the cost of the substitute, if required, for any requested leave by an employee to attend special meetings called by the District or to participate on any committee identified in this Agreement. Such leave shall not be deducted from the pool of leave days allocated to the BTU.

   If the reason for the requested leave is for the purpose of conducting union business, then the BTU shall reimburse the District the actual cost of the substitute, in a timely manner. Such leave days shall be deducted from the pool of leave days allocated to the BTU.

3. No bargaining unit member may use more than five (5) consecutive workdays of leave in a school year. No bargaining unit member may use more than fifteen (15) days from the pool in a school year. However, by mutual agreement, this limitation may be extended by the parties.

Q. **Computer Tapes:** The District agrees to provide to the BTU the dues deduction computer tape printout from PY511J, or its equivalent if the system should change, as requested by BTU, to transfer data to BTU contracted independent computer services. BTU agrees to reimburse the District for the actual additional cost of such service.

R. **Sole Bargaining Agent:** The rights granted to BTU in this Agreement shall be granted to BTU exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.

S. **Contract Enforcement:** BTU officers, stewards and other BTU representatives shall be allowed to engage in activities directly related to the administration of the Agreement when not directly instructing students.

T. **Roster of Bargaining Unit:** The District agrees to furnish the BTU, four (4) times each year, June 15, September 15, December 15, and March 15, two (2) full file information rosters of bargaining unit members, (one in alphabetical order by location--one in alphabetical order).

U. **Parking/I.D. Passes:** The President of the BTU and all full-time paid professional BTU staff shall receive parking and identification passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The BTU shall provide a written list of paid, professional staff members, and the name of the President of the Union to the Chief Human Resources & Equity Officer. This provision does not cover BTU support staff, such as secretaries. The number of passes shall not exceed fifteen (15).

V. **Broward Teachers Union/Steward Designation:** The number of stewards is determined by the Broward Teachers Union using the following formula: one (1) steward per thirty (30) bargaining unit members or major fraction thereof, for example, seventy-six (76) employees would merit three (3) stewards.

W. **Harassment of Steward(s):** The official BTU steward(s) at each school should not be subject to harassment, abusive language, upbraiding, insults or interference by a principal in the performance of the steward's official union duties. Steward complaints under this paragraph shall not be subject to the provisions of Article Thirty-Four but shall be directed to the appropriate Chief School Performance & Accountability Officer for final and binding decision. The BTU shall provide a list to the Superintendent not later than March 1st of each year containing the names of the official BTU stewards at each school. The BTU will provide the Superintendent with the names of new stewards who are replacing another steward whenever such action is necessary.

X. **Superseniority for Stewards:** Superseniority for stewards pertaining to summer school employment, and involuntary transfers can be found in Article Six, Section F and Article Twenty-Five, Section D, respectively.

Y. **Florida Law:** Nothing contained herein shall be construed to deny or restrict to any employee rights granted under the Florida School Laws or other applicable laws and regulations.

Z. **Release Time for Union Meetings**: BTU stewards and members of the BTU Executive Board may be released early to attend monthly meetings, with the approval of the principal, provided that this shall not interfere with or disrupt normal school operations. Approval will not be unreasonably denied.

The BTU agrees to provide the Chief Human Resources & Equity with a list of stewards and Executive Board members and shall also provide a schedule of their meetings by September 15th each year.

AA. **Steward's Planning Periods**: Stewards' planning periods shall be scheduled at the end of the student day, where feasible.

ARTICLE THIRTY
MISCELLANEOUS

A. **Parties Commitment:** This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

B. **Legality:** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

C. **Policy-Rules:** This Agreement shall supersede any policies, rules, regulations or practices of the District which are contrary to or inconsistent with the terms of this Agreement.

D. **Individual Contract:** If an individual contract between the District and an employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. **Cost:** The parties mutually agree to share the cost of printing this Agreement, and the Union shall be responsible for distributing copies to all bargaining unit members. The parties must agree on who will print the Agreement and the cost prior to reproducing it.

F. **Summer School:** The provisions of this Agreement shall be fully effective during and for any summer school programs falling within the term of this Agreement, unless otherwise indicated.

G. **Labor Management Committee**:

1. The purpose of this Committee is to address issues of concern related to labor relations. The Committee shall not address the subject of a pending grievance. The Committee shall be empowered to discuss topics and make recommendations to the Superintendent and the BTU President. Recommendations for new/modified collective bargaining language or joint legislative proposals shall be considered.

2. The Committee can listen to and consider information presented from guests that are jointly invited by the Committee.

3. All contractual sub-committees and specially formed task forces and/or ad-hoc committees formed jointly by the parties shall be organized under the direction of the Labor Management Committee. Said committees and task forces shall periodically report to the Labor Management Committee. The parties agree to mutually adopt guidelines and procedures to implement this section.

4. **Committee Purpose and Agenda**

The purpose of these committees is to provide a means for continuing communications between the parties and to promote a climate of constructive employee-employer relations. This would include, but not limited to, such activities as to:

a. Discuss and resolve contractual issues subject to appropriate approval;
b. Notify and discuss with the Union changes contemplated by the District which may affect bargaining unit employees;
c. Discuss the future needs and programs of the District and the BTU;
d. Disseminate general information of interest to the parties;
e. Give the parties the opportunity to discuss their views and/or make suggestions on subjects affecting those employees;
f. Give the parties the opportunity to discuss the problems that may give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring (The parties agree that the discussion of individual grievances is not an appropriate topic for Labor Management Committees);
g. Such other items as the parties may mutually agree to discuss.

5. All committees will be co-chaired by a Union and District representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.

6. Unless mutually agreed otherwise, such meetings shall be held during normal work hours.

ARTICLE THIRTY-ONE
MANAGEMENT RIGHTS AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

A. It is understood and agreed that the District possesses the right and responsibility to operate and manage all schools, departments and programs and to direct the work forces. The rights, powers, authority, and discretion necessary for the District to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the District shall have the right to make administrative decisions.

B. Consistent with this Agreement, the Management Rights shall include, but not be limited to, the following:

1. Determine the purpose and mission of the Broward County school system, and the department and agencies under its jurisdiction.

2. Set standards of service to be offered to the public.

3. Establish employee job descriptions.

4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.

5. Introduce new, improved or different methods and techniques of operation or work procedure.

6. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.

7. Take disciplinary action for just cause.

8. Hire, promote, transfer or assign employees.

C. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto,

concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, expressed or implied, between the District and the BTU, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

ARTICLE THIRTY-TWO
NO STRIKE

The BTU, and its officers, agents, representatives, and members agree that they will comply with the provisions of Florida Statutes, Sections 447.203 (6), 447.501 (2) and 447.505.

ARTICLE THIRTY-THREE
ESOL

All new teachers will be informed in writing of the State ESOL requirements.

A. **Notification:** At the time an ESOL student is placed in the classroom of a teacher who has not previously been assigned an ESOL student, the teacher shall be informed in writing of the State ESOL requirements. A student's ESOL status will be noted in virtual counselor. The District will hold quarterly ESOL orientation programs either electronically or on an independent study basis.

B. **Summer In-service:** The District will offer a final ESOL in-service opportunity during the summer for those teachers whose time frame for obtaining the ESOL endorsement expires between the end of the one (1) school year and the beginning of the next. The teacher will earn in-service points and all costs shall be incurred by the District.

C. **Planning Days:** ESOL training classes will be offered on an ongoing basis during the school year either electronically or on an independent study basis.

ARTICLE THIRTY-FOUR
GRIEVANCE PROCEDURE

A. **Definition:** Any claim by an employee(s), or the BTU that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. **Exclusive Rights:** The parties agree that the BTU has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the BTU expressly waives its right in writing to process a grievance because the unit member is not a dues-paying member of the union. A copy of the waiver shall be provided to the school District's Director of Employee & Labor Relations. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

C. **Informal Discussion:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a BTU steward, within fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

D. **Formal Grievance:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within five (5) working days of the informal discussion, on the form set forth in Appendix B, signed by the grievant and/or a steward of the BTU, which form shall be available from the principal or the BTU steward in each building. If the grievance involves more than one (1) school building, a group of employees, or arises from the action or inaction of the administration above the level of the immediate supervisor, it may be initially filed with the Superintendent at Step II and informal discussion may be waived by mutual agreement. In the event that a BTU steward has not signed the grievance, a copy of the grievance shall be provided to the BTU immediately upon the filing of the grievance.

STEP I

The grievant may submit to the immediate supervisor a copy of the grievance form. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the BTU in an effort to resolve the grievance. The immediate supervisor shall indicate

the disposition of the grievance in writing within five (5) working days after such meeting and shall furnish a copy thereof to the BTU.

STEP II

If the grievant or BTU is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Superintendent within ten (10) working days of the disposition, or expiration of the time limit. Within twelve (12) working days of receipt of the grievance, the Superintendent shall meet with the grievant and/or the BTU and shall indicate the disposition of the grievance in writing to the grievant and/or BTU within five (5) days of such a meeting.

STEP III

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the specified time limit, the grievance may be submitted by the BTU to arbitration before an impartial arbitrator within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the BTU will contact the Employee & Labor Relations Department staff one final time for the purpose of attempting to reach agreement prior to requesting the AAA or FMCS to select an arbitrator in accordance with their rules. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their rules, which rules must likewise govern the arbitration proceedings. The arbitrator shall limit his/her decision to the application and interpretation of this Agreement and shall have no power to amend, modify, nullify, alter, and to, or subtract from the terms of this Agreement. The Superintendent and the BTU shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

E. **Cost of Arbitration**

If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or FMCS filing fees, shall be paid by the District. However, if the arbitrator sustains the District's position, all fees and expenses shall be paid by the grievant or the BTU. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses

to incur. Employees required to testify will be made available without loss of pay; however, whenever possible, they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant(s). In group grievances, the group of employees shall be represented by the BTU and one member of the group.

F. **Time Limits:** The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.

G. **Adjustment:** Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

H. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances. No reprisals of any kind will be made by the District or its representative or any member of the administration against any bargaining unit member(s) in the grievance procedure by reason of such participation. All documents, grievance forms, appendix, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of any party in interest, including final disposition.

Notwithstanding, the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

I. **Appeal:** If the Board takes any actions as contained in Florida Statutes, Section 1012.33, against a bargaining unit member, said unit member(s) shall be entitled to those appeal rights granted under Section 1012.33. The parties agree that affected employees may not grieve nor arbitrate charges/actions contained in Florida Statutes, Section 1012.33 under Article Thirty-Four of this Agreement, nor any other applicable arbitration statutes.

J. **Waiver:** If the BTU waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the union,

the employee may carry the case forward but he/she may be responsible for all arbitration costs pursuant to the provisions in Section E above. Under such circumstances, the BTU shall not be responsible for arbitration costs associated with the specific grievances.

K. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The parties shall select the arbitrator through lists furnished by American Arbitration Association and the hearing shall be conducted under their rules and regulations for expedited arbitration.

ARTICLE THIRTY-FIVE
INCLUSION

A. **Training Plan:** When the affected school's IEP Committee recommends placement in a regular education classroom for a student with a severe disability who is already attending a Broward County school, a training plan shall be developed by the receiving school, with the input of the sending school staff and the receiving teachers, prior to the student attending the regular classroom. Health and Safety training components of the plan will be completed prior to the student's placement.

B. **New Student to District:** When a student with a severe disability with an IEP that includes placement in a regular class transfers to Broward County from another county or state, a training plan shall be developed by the receiving school, with the input of the receiving teachers, no later than ten (10) days after the first day of the student's attendance in a District school. Health and Safety training components of the plan will be completed prior to the student's placement.

C. **Students Placed With Volunteer Teachers:** Recognizing that special needs students who are placed into the regular school program are more likely to be successful when the teacher receiving the student has volunteered for the assignment, the District shall seek teacher volunteers for the Inclusion program.

ARTICLE THIRTY-SIX
TERM OF AGREEMENT

A. This Agreement shall be effective as of June 30, ~~2022~~ 2024, and shall remain in effect through June 29, ~~2025~~ 2027.

For the ~~2023-2024~~, 2024-2025, 2025-2026, and 2026-2027 school years, either party is entitled to open the contract for the purpose of negotiating insurance, salary and economic increases, and up to two additional articles. Referendum Funds are not subject to a reopener.

B. **Commencement of Negotiations:** No later than June 1st, of each contract year, either party may require, by written notice to the other, to commence negotiations.

C. The parties shall begin initial discussions for a successor agreement by no later than February 1, ~~2025~~ 2027.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Chair ~~Lori Alhadeff~~ Debra Hixon

BROWARD TEACHERS UNION

President and Chief Negotiator, Anna Fusco

Dr. Howard Hepburn, ~~Dr. Peter B. Licata~~ Superintendent of Schools

Chief Negotiator, David Azzarito

SBBC NEGOTIATION TEAM

Chief Negotiator
~~Ernie Lozano, Task Assigned, Chief of Staff~~
David Azzarito, Chief People Officer

Team Members
Susan L. Cooper, ~~Director~~ Specialist, ~~Employee~~ Professional Standards & Labor Relations
~~Denise Kent, Manager, Employee & Labor Relations~~
Mauricio Hernandez, Specialist, ~~Employee~~ Professional Standards & Labor Relations
Patricia Sapp, Clerk Specialist B, ~~Employee~~ Professional Standards & Labor Relations
Susan Rockelman, Executive Director, Talent Management ~~Acquisition & Operations (Instructional)~~
Debbie-Ann Scott, Director, Compensation ~~& HRSS~~
~~Carlton Campbell, Principal, Gulfstream Academy of Hallandale Beach School~~
~~Shinita Coachman-Beavers, Principal, Endeavour Primary Learning Center~~
~~Vera Perkovic, Principal, Cooper City High School~~
~~Christopher McGuire, Principal, Broward Virtual Education~~

BTU NEGOTIATION TEAM

Chief Negotiator
Anna Fusco, President, Broward Teachers Union (BTU)

Team Members
Terry Lopez-Preuss, Vice President, BTU
Melanie Birken, Social Worker, Student Services Department
~~Laura Clark, Media Specialist, Pompano Beach Middle School~~
James Gard, Teacher, Monarch High School
Nympha Girard, Teacher, Plantation High School
Richard Judd, Teacher, Nova High School
Roseta Mighty, Guidance Counselor, Cypress Run Education Center
~~Rick Reece, Co-Director of Communications, BTU~~
Liliana Ruido, Membership Outreach, BTU
Daina Sanders, Chief of Staff, BTU
Anthony Schmieder, Teacher, Seagull Alternative School
~~Denise Soufrine, Teacher, Pembroke Pines Elementary~~
Sara Srebnik, Teacher, Heron Heights Elementary
Kenny Minchew, Membership Outreach/Treasurer, B

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APPENDIX A
ADVANCED DEGREE STIPENDS
PROCEDURES FOR IN-FIELD INCENTIVES

It is agreed that the purpose of the in-field provisions of the contract is to enhance the quality of education for students in Broward County by providing employees increased financial incentive for the pursuit of further study and expertise in their respective fields.

I. Eligibility

A. Employees who hold or who obtain an incentive and/or a master's specialist or doctoral degree in the subject matter field/position to which they are assigned, except as noted, shall be eligible.

B. Employees who hold a master's specialist or doctoral degree and a total of fifteen (15) graduate semester hours (or the equivalent) in the subject matter field/position to which they are assigned shall be eligible.

In order to satisfy the requirements above, up to six (6) credit hours in guidance and counseling will be accepted from elementary school teachers and three (3) credit hours in guidance and counseling will be accepted from secondary and post secondary teachers.

C. Employees who are otherwise eligible but who are placed administratively in an assignment other than that in which they meet the requirements shall be eligible. However, when the employee is offered a position in the school in the subject field of eligibility for the credential payment, the employee must accept the position offered in order to maintain the payment.

D. Graduate course work and/or degrees in the area of reading, mathematics, computer education, and/or exceptional student education shall be considered in-field for all personnel.

E. If any degree or incentive qualifies as in-field, all degrees and incentives qualify as in-field.

F. Graduate course work and/or degrees in designated critical shortage areas shall be considered in-field for all personnel.

PLEASE NOTE: IF AN EMPLOYEE QUALIFIES UNDER THIS SECTION, THE FOLLOWING SPECIAL CONDITIONS APPLY:

1. If the specific critical shortage area under which an employee qualified is no longer a designated critical shortage area, the employee will maintain the in-field stipend for one additional year.

2. If an employee who qualifies under this section is not assigned to a critical shortage area, the employee must accept a position, if offered, in a critical shortage area, in order to maintain the in-field payment. The parties shall recommend a critical shortage area list to the Superintendent.

II. Degrees and Course Work Areas Defined As In-Field

A. Subject fields shall be broadly defined. For example: Language arts shall encompass reading, literature, composition, speech, debate, drama, grammar and journalism. Social students shall include history, geography, sociology, economics, government, civics, political science, psychology.

B. The concept of broad interpretation of subject field shall apply to all areas. Examples enumerated shall not be construed as limitations, to the exclusion of course areas traditionally recognized as related and germane.

C. Agreement upon any guideline or set of guidelines shall not be construed as precluding further agreement upon other guidelines or set of guidelines subsequently perceived as necessary to the implementation of these provisions.

D. Descriptions of content, as well as titles, codes, and numbers, shall be valid indicators of the applicability of courses or degrees.

1. Teachers at Elementary Level
Teachers at the elementary school level (including specialists, such as music, art and physical education teachers, as well as regular classroom teachers, media PREP specialists, E.S.E. specialists).

a. Master's specialists or doctoral degree in elementary education and/or early childhood education.

b. Certification at the elementary education level and a master's, specialist or doctoral degree and/or courses in academic disciplines: language arts, mathematics, science, social studies.

c. Certification at the elementary education level and a master's, specialist or doctoral degree and/or health education, exceptional student education, consumer economics, career education.

2. Teachers at the Secondary Level
Master's specialist or doctoral degree and/or courses in specific subjects by name (for example)
   a. Academic disciplines
      1. Language Arts
      2. Mathematics
      3. Science
      4. Social Studies
      5. Foreign Languages
   b. Other fields
      1. Music
      2. Art
      3. Physical education and/or health, safety, driver education
      4. Exceptional student education
      5. Industrial arts/career and technical education
      6. Business education
   c. Sixth grade teachers are eligible under either the elementary or secondary standards.
   d. Teachers for English for Speakers of Other Languages (ESOL)
      The guidelines for teachers ESOL shall be the same as those for other teachers of language arts.
   e. Teachers of Foreign Languages
      1. Master's specialist or doctoral degree with graduate major in the language.
      2. Graduate courses work from among the following: Culture, literature, history, government, economics, geography, etc., of the country or countries in which the language is spoken.
   f. Teachers of Exceptional Students
      1. Teachers whose assignments involve children with the same disability (e.g., the blind, the hearing impaired, etc.) are encouraged to enhance their expertise in meeting the needs of students which is specific to that disability.
      2. In recognition, however, that:
         a. all exceptional students, regardless of their disability, have common problems and needs; and

b. affliction with one disability does not preclude affliction with others; and
c. the body of knowledge regarding exceptionalities is developing; graduate degrees and/or courses in the other areas of exceptional student education, as well as degrees or courses in the areas of specific disabilities, and elementary education shall be considered in-field for teachers of exceptional students.

g. School Counselors
1. Master's, specialist or doctoral degree in guidance and counseling.
2. Graduate course work from among the areas specified for certification in guidance.

h. School Psychologists
1. Master's specialist or doctoral degree in psychology or school psychology.
2. Graduate course work from among the areas specified for advanced degree certification in school psychology.

i. School Social Worker
1. Master's, specialist or doctoral degree in social work.
2. Graduate course work from among the areas specified for Florida advanced degree certification as a school social worker.

j. Teachers Assigned to Alternative Schools
1. Master's specialist or doctoral degree in subject matter field, or special education.
2. Graduate course work from among the following areas:
a. Individual's subject matter field
b. Guidance and counseling
c. Special education
d. Child growth and development or human behavior
e. Health education

k. Educational Media Specialist/Librarians
1. Master's, specialist or doctoral degree in library science/educational media/ learning resources.
2. Graduate course work from among the areas specified for certification as an educational media specialist.

l. Business Education or Cooperative Business Education Teachers

1. Master's, specialist or doctoral degree in business education.
2. Graduate course work in any of the following areas:
    a. Accounting or bookkeeping
    b. Economics
    c. Shorthand
    d. Typing
    e. Business Law
    f. Business Mathematics
    g. Business English
    h. Business Administration
    i. Business and/or office machines
    j. Data processing/computers
    k. Sales/marketing
    l. Career and Technical Education

m. Home Economics Teachers
1. Master's, specialist or doctoral degree with a graduate major in home economics or
2. Graduate course work in any of the following areas:
    a. Housing
    b. Home management
    c. Family economics or consumer economics or family finance
    d. Marriage and family relationships
    e. Child care and development
    f. Career education
    g. Food, nutrition, chemistry, bacteriology, physiology
    h. Clothing and textiles
    i. Interior decoration
    j Health

n. Teachers in Work Experience, Diversified Cooperative Training
1. Master's, specialist or doctoral degree in business education, career and technical education, mathematics or language arts.
2. Graduate course work in any of the following areas shall also be applicable
    a. Business education
    b. Career education
    c. Mathematics
    d. Language Arts
    e. Skill areas in career and technical education

o. Teachers in Cooperative Health Occupation Education (with Bachelor's degree)
   1. Master's specialist or doctoral degree in nursing education.

p. Teachers in Cooperative Distributive Education
   1. Master's, specialist or doctoral degree in economics, marketing, sales and merchandising, career and technical education.
   2. Graduate course work in economics, sales and merchandising, career and technical education.

q. Industrial Arts Teachers
   1. Master's, specialist or doctoral degree with a graduate major in industrial arts or career and technical education.
   2. Graduate course work from among the following areas: metals, woods, power and transportation mechanics, graphic arts, drafting and design, crafts, electricity, electronics, or career and technical education.

r. Teachers on Task Assignment at the District or Cadre Level
   1. A master's, specialist or doctoral degree in their subject area, or administrative certification.
   2. Graduate courses in their subject area.
   3. Individuals who otherwise satisfy the requirements shall not be denied eligibility on the basis of their serving in such capacities.

s. Adult Education Teachers at Adult Centers
   1. Master's, specialist or doctoral degree in adult education or the specialist academic disciplines in their area of teaching.
   2. Graduate course work in individual's subject matter field.

t. Other Career and Technical Education Teachers
   1. Master's, specialist or doctoral degree in adult or career and technical education and/or course work in individual's subject matter field.
   2. For career and technical education teachers seeking to satisfy the 15 semester hours' requirement, course work in professional industrial education and other appropriate technical courses shall be applicable.

Career and technical, industrial and cooperative health education teachers who hold equivalency certificates.

Since equivalency certificates are granted by the Department of Education or the basis of work and/or business experience and ranked in accordance with the Department of Education regulations regarding recognition of experience in a specific area of expertise, it is agreed that Holders of advance vocational equivalency certificates in their teaching field shall be eligible for the credential payment at the level of eligibility.

Recognition of Equivalency Certification
Equivalency Certification Recognized - In accordance with applicable statutory and/or regulatory provisions, experience in business or industry which contributes directly to the effectiveness of one's teaching shall be acknowledged as equivalent to specified degrees for Agricultural Distributive, Technical, Industrial, Family & Consumer Science, Health Occupations, and Occupational/Placement Specialist as follows:

Work Experience and Certification	**Equivalency**
Held State Temporary Certification (Pursuant to Plans 1,3,4,5,6 or 7 of Florida Administrative Code Rule 6A-4.42) When initially hired by SBBC	Bachelor's Degree
Subsequently Attained Master's Degree State Advanced Career and Technical Certification	

Employees initially hired in the above programs with a Bachelor's or higher degree from a standard institution with specialization in an occupational field are not eligible for payments authorized under this provision.

III. Application, Processing and Appeal Procedures

Applicant must submit an application form approved by the joint BTU/SBBC Task Force and made available to employees by county public schools.

Applicant may submit either a student copy or an official graduate transcript(s). An official transcript is one bearing the university seal.

For the purpose of in-field degree qualification, the transcript must show that the degree has been conferred and/or awarded.

If applicant's advanced degree certificate is not on file with the county public schools, the applicant must submit a copy of the certificate.

Applications shall be processed as nearly as possible in the order in which they are received and in accordance with regulations and guidelines established by the Task Force.

Applicants whose applications are disapproved because of a technicality (e.g., required documentation not attached or application form incomplete) shall be notified and afforded every reasonable opportunity to complete the application appropriately.

Applications which require interpretation of the guidelines shall be referred to the Task Force for disposition.

Applicants whose applications are disapproved shall be notified that they may appeal the decision to the Task Force by resubmitted and supplying such additional and germane information and/or documentation as will be helpful in reaching a decision regarding the appeal. The decision of the Task Force shall be final and binding on the parties.

APPENDIX B

Grievance #

OFFICIAL GRIEVANCE FORM

Name _____
Assignment Teacher
Work Location _____
Work Address _____

Home Address _____
Home Phone _____

STEP 1

A Date cause of Grievance occurred: _____

B Article(s) and Section(s) alleged to have been violated: _____

C State Grievance: _____

D State Relief Sought: _____

E Disposition of immediate Supervisor:

_____
_____
_____
_____
_____

_____ _____
Immediate Supervisor **Date**

STEP II

F. Date submitted to Superintendent: _____

_____ _____
Signature of Grievant **Signature of BTU Representative**

_____
Date Filed

Copies to: (1) Immediate Supervisor, (2) BTU, (3) Grievant

APPENDIX C
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REQUEST FOR TRANSFER (INSTRUCTIONAL)

Name: _____
(Last First MI)

SS#: _____ Phone No: (___) _____

Address: _____
(Street City State Zip)

Current Work Location: _____

Current Assignment (grade level[s] and subject[s]):

_____

_____

Extra Curricular Activities/Coaching/Languages:

_____

_____

Desired assignment (grade level[s] and subject[s]) *(You must be certified in the subject to be considered):*

_____

_____

Type of Transfer requested: *(see reverse for definition)*

☐ Guaranteed ☐ Regular ☐ Hardship *(you must list reason[s])*

_____

_____

List school's name and location no. where you would like to transfer:
*(Regular and Hardship may list only **ten [10]**, Guaranteed may list **ten [10]**)*

	School	Loc. No.		School	Loc. No.
1.			6.		
2.			7.		
3.			8.		
4.			9.		
5.			10.		

NOTE: You will be considered only for the schools you have listed. Your transfer application can be submitted to Instructional Staffing any time between January 1 and December 31 of the current calendar year. Once received in Instructional Staffing, your request cannot be modified.

_____ _____
Employee's Signature *Date*

_____ _____
Principal's Signature *Date*

12/9/97; 12/3/98-#4087

APPENDIX D
STUDENT REFERRAL FORM

I. Student: _____ Referred By: _____

Student #: _____ Date: _____

Grade: _____ Time: _____

TO: Administration _____ Guidance _____ ESE _____

II. Reason For Referral:(1) _____

_____

_____

III. **Previous Teacher Action**

☐ Student Conference ☐ Progress Report ☐ Detentions

☐ Guidance Referral ☐ Parent Contact ☐ Parent Conference

☐ Administrative Referral ☐ Student/Team Conference ☐ ESE/Specialist Referral

☐ Child Study/IAT Referral

Other: _____

_____

IV. **Consequences Of The Student's Action**

As the affected student's teacher, I recommend the following consequence(s) for this student's offense_____

_____

V. **Administration Action And/Or Comments**

Date of Action _____

_____Detentions _____External Suspension _____Student Conference

_____Saturday School _____Internal Suspension _____Parent Contacted

_____Social Worker Contacted _____Parent/Teacher Conference _____Parent Conference

_____Referred to Conflict Mediation _____Referred to Guidance _____Work Detail

VI. Consequences of Recurring Behavior: _____

_____

_____

VII. Student Signature: _____

Administrator/Counselor Signature: _____

Parent Signature Requested by Administration: ☐ Yes ☐ No_____

(1) Please review the Student Conduct and Discipline Code Booklet for actions that lead to referrals.

White Copy Administrator File **Pink Copy:** Originator **Yellow Copy:** Parent/Guardian

#4620 1/97

APPENDIX E
TEACHERS SALARY SCHEDULE

GRANDFATHERED SALARY SCHEDULE
EFFECTIVE ~~2024-2025~~ 2025-2026 SCHOOL YEAR
Effective July 1, ~~2024~~ 2025

C	~~$54,473~~ $54,745
D	~~$55,125~~ $55,400
E	~~$57,117~~ $57,403
F	~~$57,782~~ $58,071
G	~~$58,174~~ $58,465
H	~~$58,774~~ $59,068
I	~~$59,103~~ $59,399
J	~~$60,290~~ $60,591
K	~~$61,347~~ $61,654
L	~~$62,173~~ $62,484
M	~~$64,311~~ $64,633
N	~~$65,156~~ $65,482
O	~~$66,878~~ $67,212
P	~~$68,667~~ $69,011
Q	~~$72,001~~ $72,361
R	~~$78,000~~ $78,390
S	~~$87,203~~ $87,639
T-U	~~$88,580~~ $89,022

Salary rates for all levels on the Grandfathered Teacher Salary Schedule shall increase by ~~2.75%~~ 0.50% effective July 1, ~~2024~~ 2025. Employees who are in an active status as of the date of Board approval of this Agreement will receive the increase retroactive to July 1, ~~2024~~ 2025.

0. **Teachers Returning from Leave**

Employees returning from a Board approved leave shall be placed at the same level the employee was on prior to the leave. A teacher returning from a Board approved leave and who has not gained additional classroom teaching experience, shall be placed at a level on the salary schedule which is closest but not less than what the teacher was earning prior to the leave. Although not guaranteed, teachers may be granted teaching experience credit for the work performed during the Board approved leave for verified classroom teaching experience, provided the request is submitted within three months of returning to Broward County Public Schools.

2. Any employee who receives an unsatisfactory rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for a negotiated salary increase retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfilled the terms of the professional development plan resulting from the unsatisfactory rating(s) and has been rated satisfactory. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

3. **Advanced Degree Stipends:**

	Out-of-Field*	**In-Field**
Master's Degree	$2,600	$3,650
Specialist Degree	$5,000	$6,800
Doctor's Degree	$7,000	$8,000
Basic Incentive Award	$1,400	$2,000
Advanced Incentive Award	$2,200	$2,700

*Effective November 1, 1994, bargaining unit members may only qualify to earn degree's in-field. However, unit members who held out-of-field degrees and incentives on November 1, 1994, shall continue to receive the remuneration listed above in the column entitled "out-of-field" for as long as they work for the Board in this bargaining unit without a break in service. A Board approved leave is not considered a break in service.

Bargaining unit members hired prior to July 1, 2011, who earn an advanced degree shall be granted an in-field advanced degree stipend as defined in Appendix A.

Bargaining unit members hired on or after July 1, 2011, who earn an advanced degree shall be paid a salary supplement in the amount equal to

the advanced degree stipend above; but only if the advanced degree is in the bargaining unit member's area of certification.

4. **New Educator Professional Improvement Supplement:** A three-hundred-dollar ($300) payment shall be payable to any teacher who has less than three (3) years of credited experience and accumulates a minimum of six (6) college credits or the equivalent in-service coursework within any of the first three (3) years of teaching experience on the salary schedule. The courses should enable employees to become highly qualified or to improve their skills in their teaching field(s).

5. **INITIAL PLACEMENT INCREASES**

PAY FOR PERFORMANCE INITIAL PLACEMENT CHART FOR TEACHERS

Years of Experience	Salary (Start Date Effective after June 30, ~~2024~~ 2025)	Initial Placement Increases	Salary With Initial Placement Increase (Start Date Effective after June 30, ~~2024~~ 2025) *
0-16	~~$51,402~~ $51,597		~~$51,402~~ $51,597
17	~~$51,402~~ $51,597	$535	~~$51,402~~ $52,132
18	~~$51,402~~ $51,597	$1,184	~~$51,402~~ $52,781
19	~~$51,402~~ $51,597	$1,841	~~$51,402~~ $53,438
20	~~$51,402~~ $51,597	$2,507	~~$51,402~~ $54,104

***Equity Adjustment** – The salary of any employee earning less than the amounts reflected on this schedule who has the equivalent years of experience will be adjusted so that said employees will earn no less than a new hire would be pursuant to this schedule.

PAY FOR PERFORMANCE SCHEDULE PLACEMENT CHART FOR TEACHERS

New teachers on the Pay for Performance Salary Schedule shall be initially placed on the salary level reflected in the Pay for Performance Schedule Placement Chart.

The Years of Experience column is solely for the initial placement of teachers on the Pay for Performance Schedule. Annual salary increases following initial placement shall be based upon the outcome of each teacher's overall evaluation rating and/or negotiated increases. In accordance with F.S. 1012.22 only teachers receiving an overall evaluation rating of Highly Effective or Effective are entitled to a Pay for Performance salary increase. Teachers receiving an overall evaluation rating of Needs Improvement or Unsatisfactory, or teachers who do not receive an evaluation, are not entitled to a Pay for Performance salary increase.

Once placed upon the Pay for Performance Placement Chart, each teacher will receive salary increases based upon performance and will therefore have an individualized salary.

Pay for Performance Teachers who are in an active status as of the date of Board approval of this Agreement rated as "Highly Effective" during the ~~2023-2024~~ 2024-2025 school year, shall receive a base salary increase of ~~3.45%~~ 0.65% effective July 1, ~~2024~~ 2025. Pay for Performance Teachers rated as "Effective" will receive a base salary increase of ~~2.59%~~ 0.46% effective July 1, ~~2024~~ 2025. Teachers receiving an overall evaluation of Needs Improvement or Unsatisfactory, or teachers who do not receive an evaluation, are not entitled to a Pay for Performance salary increase.

Referendum Funds: For each year of the referendum, no less than 75% of BCPS' share of total collected Referendum Funds (net of charter schools) shall be allocated to District employee supplements, with no less than 80% of those funds to be appropriated to eligible employees in the BTU-EP bargaining unit. In the event that SBBC collects additional Referendum Funds than those required to fund the agreed-upon referendum supplements for the 2023-2024, 2024-2025, 2025-2026, and/or 2026-2027 school years, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-EP bargaining unit.

For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the BTU Education Professionals bargaining unit on the Grandfathered Salary Schedule, will receive a Referendum Supplement as follows:

Base Salary Range	Referendum Supplement
Levels C-R	$12,000
Level RF, S, T, & U	$10,000

For the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the BTU Education Professionals bargaining unit on the Pay for Performance Schedule, whose effective start date is on or before June 30, of the previous school year, will receive a Referendum Supplement as follows:

0 years – New Hires	$500
1-2 years of experience	$2,000
3-5 years of experience	$3,000
6-7 years of experience	$5,500
8-9 years of experience	$6,000
10 years of experience	$7,500
11-14 years of experience	$10,000
15 years & above years of experience	$12,000
RF, S, T, & U	$10,000

Referendum Supplements, Initial Placement Increases, and Equity Adjustments are pensionable and shall be paid in equal installments per pay period of the employee. Employees who separate employment before the end of the fiscal year shall receive a pro rata portion of the Referendum Supplements, Initial Placement Increases, and Equity Adjustments commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-EP bargaining unit.

TEACHERS
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F
2024-2025

I. High School

A. Department Chairperson

Employees elected under the provisions of Article IX of this agreement shall receive $156 per employee in department, the number of department members to be determined by the principal as of October 1. (Minimum $717). Career and Technical department chairpersons shall also receive $156 per non-bargaining unit instructional employee in their department who works a minimum of five (5) hours per day, five (5) days a week or a minimum of thirty (30) hours per week. Adult General Education Department chairperson shall also receive $156 per non-bargaining unit instructional employee in their department who works a minimum of five (5) hours per day, five days a week or a minimum of thirty (30) hours per week. For purposes of this section, Adult General Education shall be limited to the following centers: Hallandale Adult & Community Center, Whidden-Rogers Education Center, Dave Thomas Education Center, Wingate Oaks Center and the Whispering Pines School.

B. Guidance Directors	$3,298
C. General*	
1. Yearbook (not part of class)	$1,579
2. Newspaper (not part of class)	$1,579
3. Student Government	$1,579
4. Debate	$1,185
5. Drama (per major production)	$788
6. Newspaper (part of class)	$788
7. Yearbook (part of class)	$788
8. Literary Magazine	$788
9. Senior Class Sponsor	$788
10. Other Class Sponsor	$392
11. Club Sponsor	$392
12. Forensics	$1,076
13. Academic Games	$1,185
14. Inservice Facilitator 0-50 units	$521
(51 & up - $7.17 per unit) maximum	$1,043
15. Career Education	$717
16. Bus Duty (Based on number of buses supervised) 1-6	$359
7-12	$717
above 12	$1,076
17. Textbook Chairperson 1-700	$717
(Based on student population of October FTE count) 701-1,400	$1,076
1,401-above	$1,434
18. Media Center Director (Directing two or more bargaining unit employees)	$1,185
19. Academic Competition (1)	$717
20. National Honor Society	$1,185
21. Media Center Coordinator (Directing one or more employees)	$359
22. Florida Future Educators of America	$782
23. Urban Teacher Academy Mentor	$750

(1) The six (6) supplements that are available for each high school and middle school are computer, mathematics science, social studies, academic games and language art competition. Elementary schools may select one of these six (6).

D. Music*	
1. Band Director	$2,761
2. Vocal Director/Orchestra	$2,152
3. Music Assistant	$1,185

E. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of $359-717. Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.

II. Middle School

A. Department Chairperson and/or Team Leader

Employees elected under the provisions of Article IX of this agreement shall receive $156 per employee in department or on team, the number of department members to be determined by the principal as of October 1. (Minimum $717.)

B. Guidance Director	$2,886
C. General*	
1. Student Government	$1,185
2. Academic Games	$1,185
3. Junior Honor Society	$392
4. Inservice Facilitator 0-50 units	$521
(51 & up - $7.17 per unit) maximum	$1,043

TEACHERS
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F
2024-2025

5.	Career Education	$717
6.	Bus Duty (Based on number of buses supervised) 1-6	$358
	7-12	$717
	above 12	$1,076
7.	Textbook Chairperson 1-700	$717
	(Based on student population of October FTE counts) 701-1,400	$1,076
	1,401-above	$1,434
8.	Media Center Director (Directing two [2] or more bargaining unit employees)	$1,185
9.	Media Center Coordinator (Directing one [1] or more employees)	$358
10.	Florida Future Educators of America	$782
D.	Music*	
1.	Band or Orchestra	$1,185
2.	Vocal Director	$1,185
3.	Music Assistant	$788
E.	Academic Competition (1)	$717
F.	The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of $359-717. Supplements may be divided by employees provided that the a Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.	
III.	Elementary School	
A.	Grade Level Chairperson and/or Team Leader	
	Employees elected under the provisions of Article IX of this agreement shall receive $156 per employee in grade level or on team. (Minimum $717.)	
B.	General*	
1.	Safety Patrol	$359
2.	Inservice Facilitator 0-50 units	$521
	(51 & up - $7.17 per unit)	
	maximum	$1,043
3.	Career Education	$430
4.	Bus Duty 1-6	$359
	7-12	$717
	above 12	$1,075
5.	Textbook Chairperson 1-700	$717
	(Based on student population as of October FTE count) 701-1,400	$1,075
	1,401 - up	$1,434
6.	Environmental/Science Coordinator	$458
7.	Academic Competition (1)	$717
8.	Media Center Coordinator (Directing one [1] or more employees)	$359
C.	The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of $359-717. Supplements may be divided by employees provided that the a Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.	
IV.	Special**	
A.	School Social Worker	$2,835
B.	Psychologists	$3,815
C.	Intervention Team Leader	$2,521
D.	Instructional Coach (if 2nd beginning teacher, additional $550)	$1,161
E.	School Liaison	$638
F.	Professional Development Network	$652
G.	ESE District & Area Monitor/Specialist	$1,174
H.	ROTC:	
1.	Instructor in Charge	$1,305
2.	Instructor Responsible for Equipment	$652
I.	Physical Education Networking Team (nine [9] people)	$1,956
	The district will select two (2) additional employee to receive supplments to provide technical assistance at the district level to the teams working in ESE Centers.	
J.	Broward School Board At-Risk Certification (5)	$2,217
K.	Guild Teachers (Mentoring other teachers for a total of fifty (50) hours	$870
	(NBPTS teachers who are mentoring under the state program are not eligible for this stipend)	
	(If NBPTS teachers who are not mentoring under the state program are eligible for this stipend)	

* *When in excess of regular teaching load and recommended by the principal.*

** *When in excess of regular duty hours and recommended by the supervisor.*

(1) The eight (8) supplements that are available for each high school and middle school are computer, mathematics, science, social studies, academic games, ESOL Academic Competition Coordinator, Foreign Lanaugage Academic Competition Coordinator, and language art competition. Elementary schools may select one of these eight (8).

(2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.

(4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.

(5) Effective with the commencement of the second year of this contract, the actual amount of the supplement will be prorated by the time spent in direct instruction on a dropout prevention program. For example, a teacher with five (5) periods of dropout prevention will receive the full $2,217. A teacher with three (3) periods of dropout prevention will earn 3/5 of the supplement ($1,330).

L.	Southeastern Consortium for Minorities in Engineering (SECME) (6)		$1,462
M.	Rover - Year Round Education (Hallandale Elem. only)		$717
N.	Assistant Grade Level Chairperson - Year Round Education (Hallandale Elem. only). Employees elected under the provisions of Articled IX of this agreement shall receive $156 per employee in department, the number of department members to be determined by the principal as of October 1. (Minimum $717.)		
O.	National Board for Professional Teaching Standards (Note: Teachers shall receive this supplement for as long as they hold their national certification.)		The greater of 5% of base salary or 2,438
P.	Broward County Recognition Program (BCRP)		5% of base salary
	Note: Teachers shall receive this supplement for as long as they hold their local recognition certification.		
Q.	ESE Specialist		$935
R.	Speech/Language Pathologist		$2,500
S.	Family Counselor		$1,100
T.	Speech Language Pathologist (National Clinical Certification)	(paid in addition to item R above)	$5,500
U.	Testing Coordinator		$1,100
V.	ESOL Coordinator		
	1-75 ESOL Students		$675
	76-150 ESOL Students		$900
	151 or more ESOL Students		$1,150
W.	Itinerant Visually Impaired Teachers		$3,000
V.	Career, Technical & Adult Education* (2)		
A.	Future Farmers of America		$717
B.	Future Business Leaders of America		$717
C.	Cooperative Education Club of FL		$717
D.	Health Occupation, Student Assoc.		$717
E.	Florida Homemakers Assoc/Home Economics Related Occup		$717
F.	Skills, USA		$717
G.	Distributive Education Clubs of America		$717
H.	Florida Industrial Arts Student Association		$717
VI.	District Coordination of Academic Games* (3)		
A.	Academic Games Competition:		
1.	Elementary		$652
a.	North Area		$261
b.	North Central Area		$261
c.	South Area		$261
d.	South Central Area		$261
2.	Middle		$717
3.	High		$717
B.	Computer Competition:		
1.	Elementary		$717
2.	Middle		$717
3.	High		$717
C.	Language Arts Competition:		
1.	Elementary		$717
2.	Middle		$717
3.	High		$717
D.	Mathematics Competition:		
1.	Elementary		$717
2.	Middle		$717
3.	High		$717
E.	Science Competition:		
1.	Elementary		$717
2.	Middle		$717
3.	High		$717
F.	Social Studies Competition:		
1.	Elementary		$717
2.	Middle		$717
3.	High		$717

TEACHERS
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F
2024-2025

G. Foreign Language Competition:	
1. Elementary	$717
2. Middle	$717
3. High	$717

* *When in excess of regular teaching load and recommended by the principal.*
** *When in excess of regular duty hours and recommended by the supervisor.*

(2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.

(3) These are districtwide supplements and there shall be one for each of the supplements listed in Section VI in the district. The County Curriculum Council may recommend bargaining unit members to fill these positions to the Deputy Superintendent, Educational Programs and Human Resource Department.

(6) SECME supplements are available to high schools and middle schools who qualify for the SECME Program and are approved by the Board pursuant to district guidelines.

APPENDIX G
DEVELOPMENTAL PROTOCOL

a. The precept is: Flexibility for both principal and teacher.

b. The process should be professionally oriented.

c. The relationship should be rich with trust.

d. Principal can visit the classroom at anytime and make observations at any time.

e. The assumption is that everything is satisfactory unless the teacher is told otherwise.

f. The principal can move the teacher into Documentation any time with written explanation as to why it is happening.

g. There should be some kind of an audit trail. The audit trail can include minutes of a meeting, goal statements, notes on a calendar, references to future meetings, exchange of memos, etc. The notion is to provide an audit trail for Developmental phase. The challenge is to have the principal feel comfortable with signing off on this form, and being satisfied that the developmental process has taken hold in the school and with the teacher.

h. Developmental activities may include individual and team projects, introduction of learning or training of new instructional strategies, coaching between and among faculty, development of new instructional strategies (hopefully, research based strategies), pure observation and assistance, demonstration projects, development of portfolios (written or video), development of written materials, oral agreements on the part of the principal and the teacher, etc.

i. Developmental activities essentially should meet the professional developmental needs of teachers as well as contribute to the objectives of the school as stated in its strategic plan.

ASSESSMENT CRITERIA

1. **Instructional Planning**

    a. Develops lesson plans and selects instructional materials and activities which reflect the district's curriculum scope and sequence and identified learner needs.

b. Identifies and sequences content.
c. Develops lesson plans which reflect the prerequisite knowledge, skill, and readiness of students. Specifies learner objectives and relates these objectives to the instructional activity.
d. Relates instructional elements such as content, materials, activities, format, and goals to identified student needs.
e. Specifies the steps, sequence, and pacing of student activities appropriate to their needs and the content area.

2. **Lesson Management**
a. Orients students to classwork, specifies purposes of activities and how they relate to the objectives or learner outcomes.
b. Prepares the classroom, materials, and equipment in preparation for the presentation of the lesson.
c. Transitions from one activity or topic to another in accordance with lesson plans and learner needs.

3. **Lesson Presentation**
a. Selects and uses appropriate instructional techniques, including available materials and technology which support learning of the specific types of knowledge or skills.
b. Emphasizes what is important to remember in a lesson.
c. Uses different types of questions to obtain desired learner responses.
d. Asks questions which are clear and require students to reflect before responding.
e. Recognizes student responses to questions and provides feedback.
f. Gives clear, brief and explicit directions and checks for understanding.
g. Circulates about the room as students engage in seatwork and assists students as needed.
h. Reviews the student's work and provides timely and specific written or verbal feedback.

4. **Student Performance Evaluation**
a. Selects or develops a variety of assessments and formats related to specific learning objectives.

b. Instructs student in test-taking techniques.

c. Creates a positive test-taking atmosphere.

d. Monitors students during testing.

e. Grades tests accurately and objectively. Uses test data to diagnose individual student strengths and weaknesses.

f. Monitors student progress in attaining achievement standards and objectives established by the school, innovation zone, area and District.

g. Ongoing teacher documentation of student achievement gains through norm-referenced and criterion-referenced standardized test results where available and at least one of the other following assessment strategies selected by the teacher: student performance demonstrations, teacher observations, and portfolios of student work. Where the above referenced standardized student tests are not available, the principal will also select one of the other assessment strategies listed above. The parties recognize that standardized test scores can be influenced by a number of factors outside the school setting such as student mobility rates, the number of special needs students, parental support, etc.

The terms used above are defined as follows:

Portfolio - The teacher shall select a collection of samples of student work and student test results reflecting achievement of identified student performance standards, as defined by the School District Standards of Service and Curriculum Frameworks.

Norm-Referenced Test - This type of test compares a group of students to a similar group of students, usually by age or grade level. These tests are usually field tested. Examples of such tests include Stanford Achievement Test (grades 2-9), Woodcock-Johnson (ESE students).

Criterion-Referenced Test - This type of test measures student achievement (individual or group) against a measured standard, not other groups of students. Examples include Florida Writing Assessment (grades 4, 8, and 10), Advanced Placement Tests (grades 11 and 12), tests developed by teachers administered weekly or monthly, etc.

5. **Communication**

a. Speaks in a clear, audible, well-modulated voice.

b. Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.

c. Uses correct grammar in written and oral communications.

d. Presents connected or associated ideas and thoughts.

e. Expresses interest and excitement through verbal and nonverbal behavior.

f. Communicates learner status and progress to parents in order to maintain a positive collaborative relationship. Additionally, communicates learner status and progress to the student, parents, and to other professionals.

6. **Classroom Management**

a. Creates and maintains an organized and pleasant working environment in the classroom.

b. Promotes positive student self concepts.

c. Encourages students to participate and contribute to class activities.

d. Establishes an environment conducive to positive peer interaction.

e. Identifies individual social emotional and/or physical needs that might affect school success.

f. Uses appropriate procedures to refer individual students for further assessment or intervention by other professionals.

7. **Behavior Management**

a. Establishes and implements specific behavioral and procedural expectations, rules, and consequences.

b. Demonstrates an awareness of what all students are doing.

c. Stops inappropriate behavior before it spreads or becomes more serious.

d. Reinforces positive student behavior.

8. **Records Management**

a. Maintains an organized, accurate, and up-to-date lesson plan and grade book.

b. Maintains accurate attendance records

c. Maintains a system for recording individual student's knowledge and skills progress in a subject area.

9. **Subject Matter Knowledge**

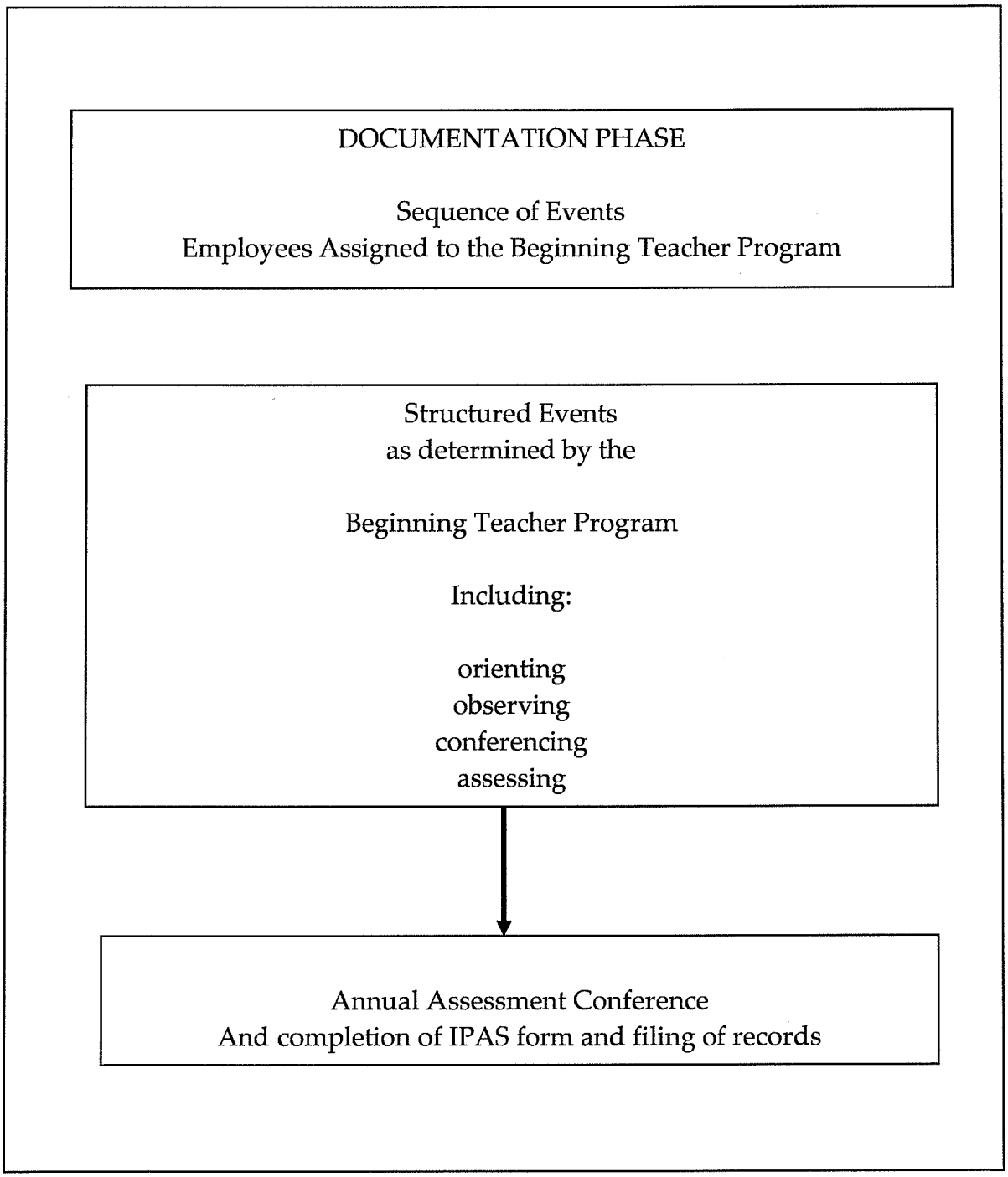
a. Presents accurate information.

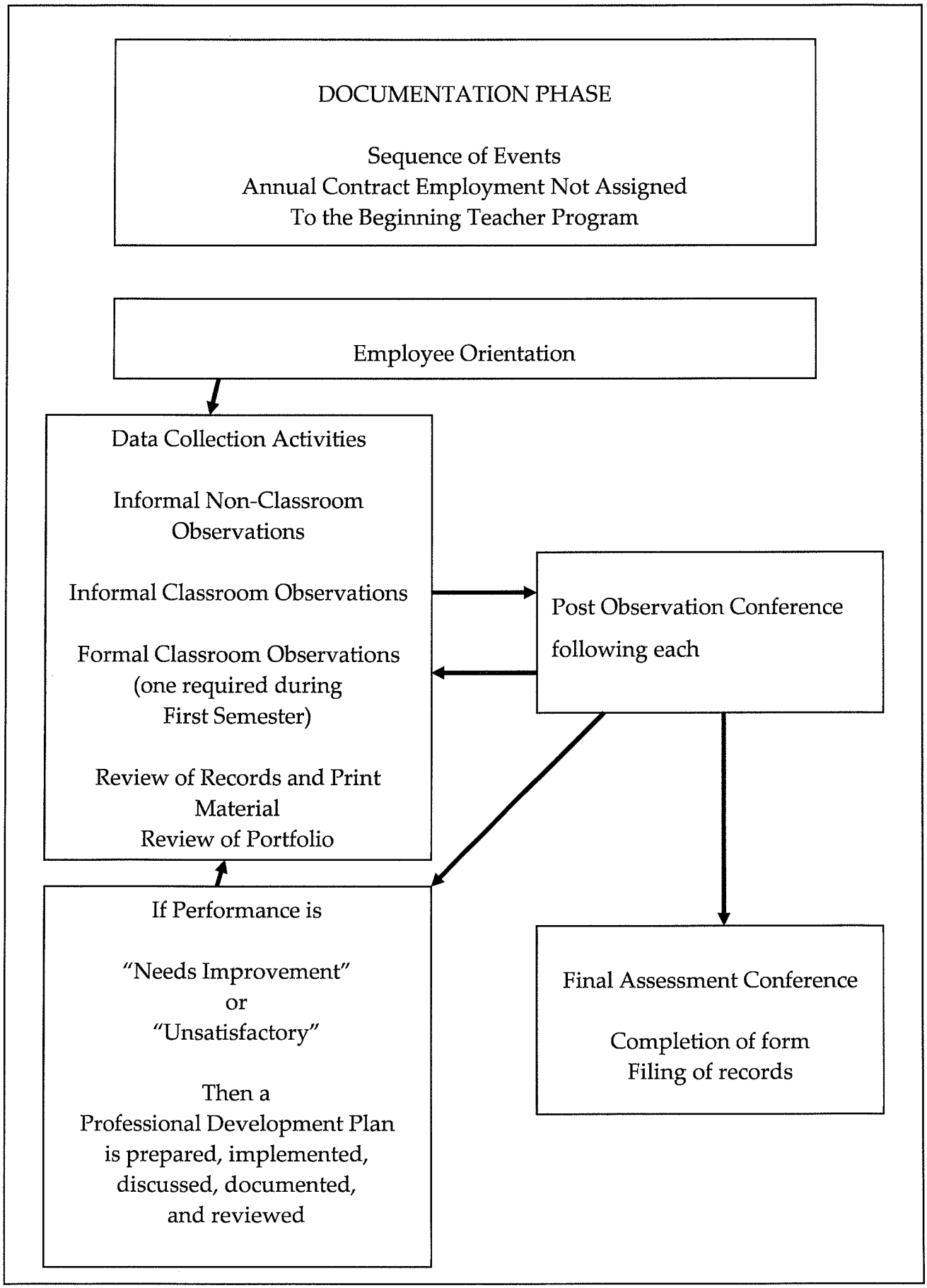
b. Recognizes and promotes the relationship of the subject with the school's curriculum.

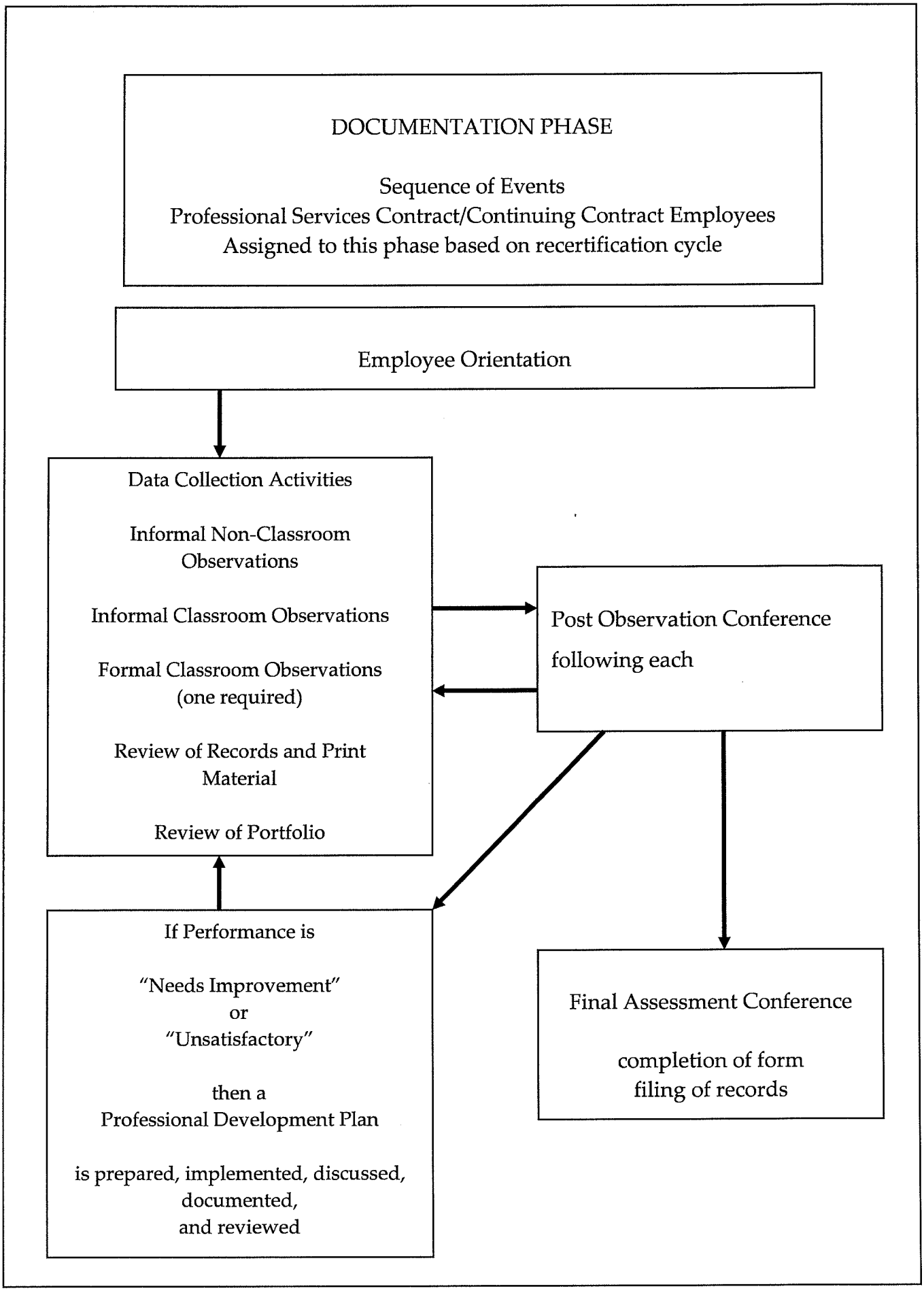
c. Appropriately organizes and presents content for the specific subject.

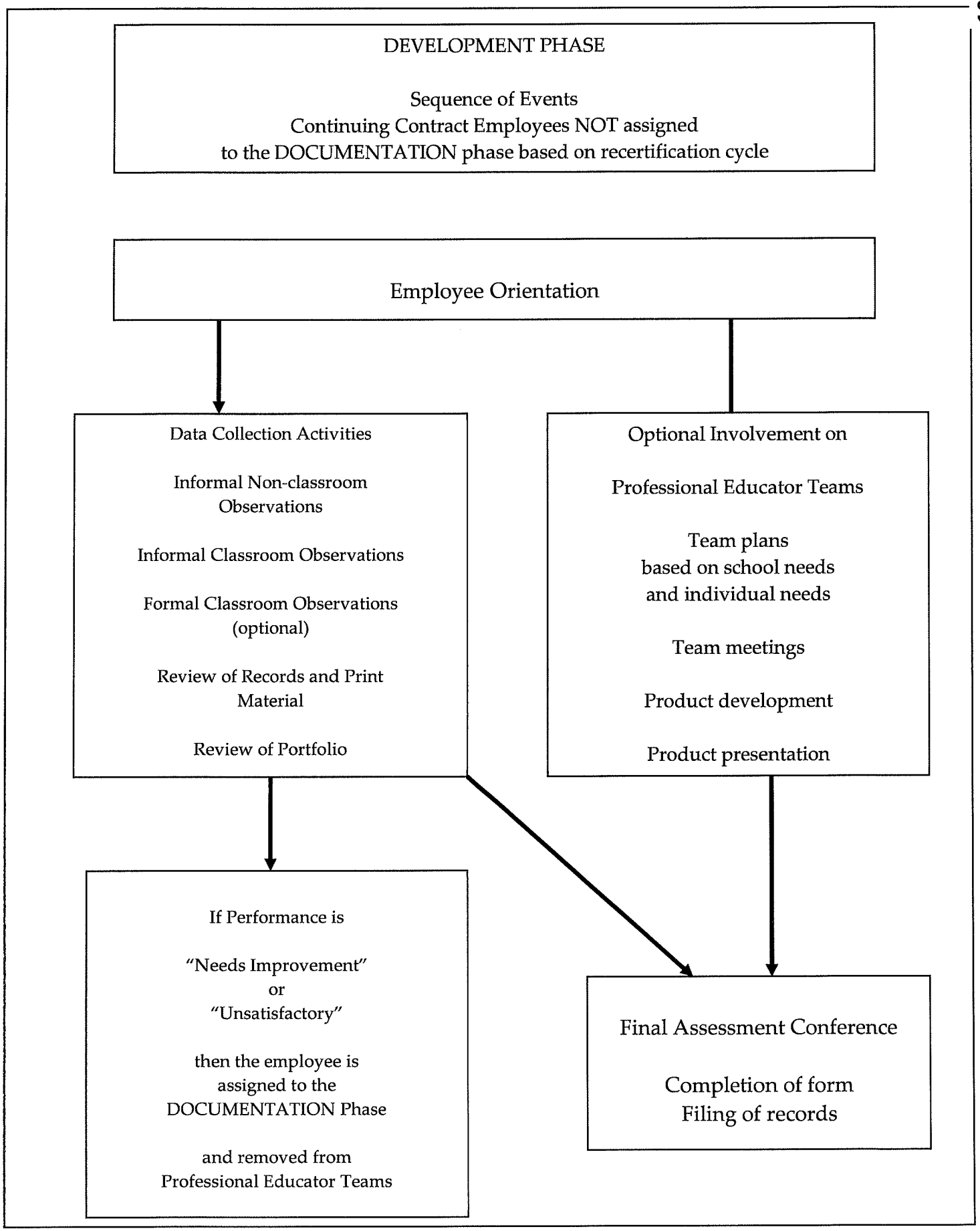
10. **Other Professional Competencies**

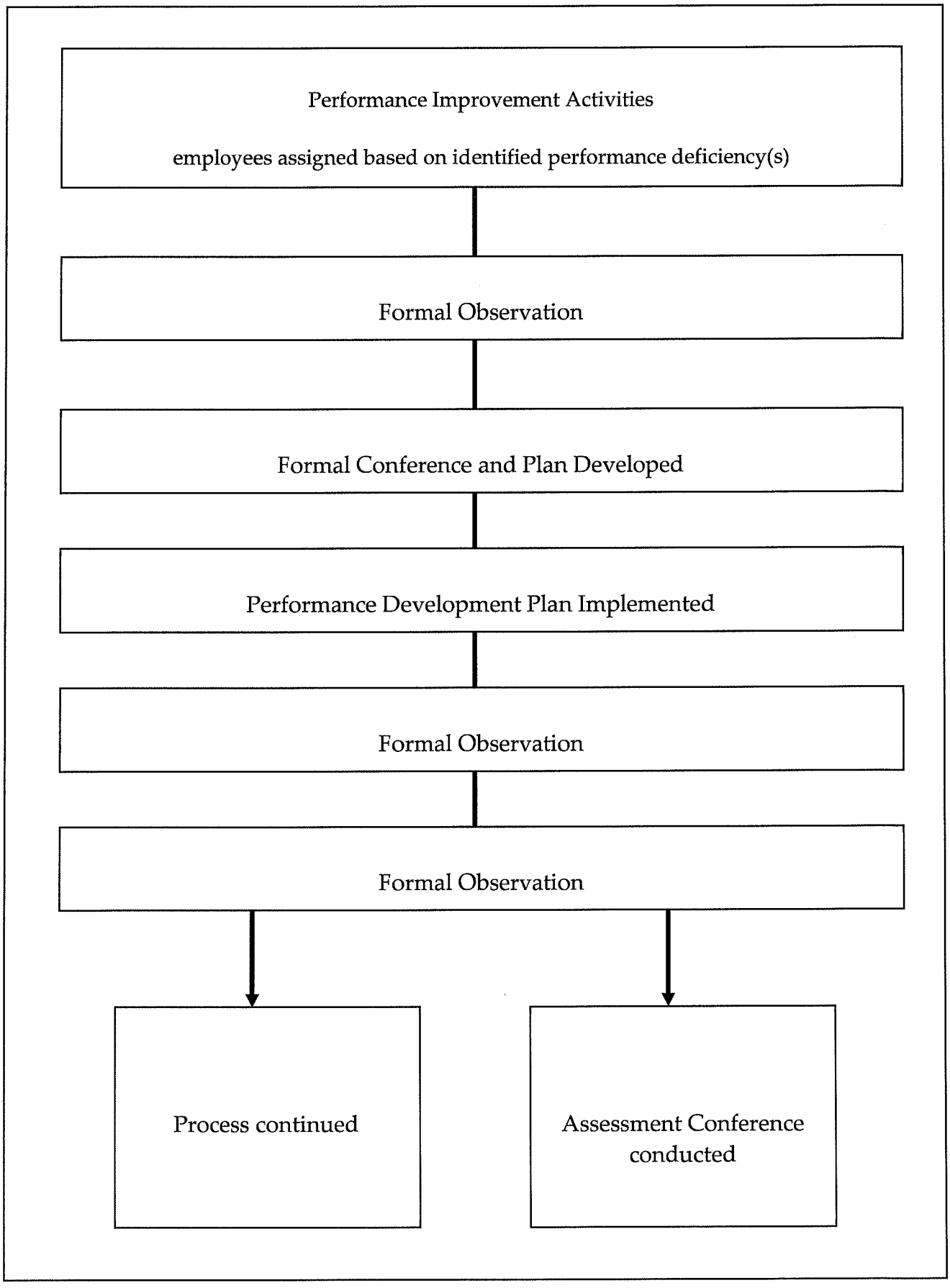
Performance will be assessed in relation to other professional competencies, expectations, and requirements set forth in Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, applicable labor contracts, and any other applicable regulations.


DOCUMENTATION PHASE
Sequence of Events
Employees Assigned to the Beginning Teacher Program
Structured Events
as determined by the
Beginning Teacher Program
Including:
orienting
observing
conferencing
assessing
Annual Assessment Conference
And completion of IPAS form and filing of records


DOCUMENTATION PHASE
Sequence of Events
Annual Contract Employment Not Assigned
To the Beginning Teacher Program
Employee Orientation
Data Collection Activities
Informal Non-Classroom Observations
Informal Classroom Observations
Formal Classroom Observations (one required during First Semester)
Review of Records and Print Material
Review of Portfolio
Post Observation Conference following each
If Performance is
"Needs Improvement" or "Unsatisfactory"
Then a Professional Development Plan is prepared, implemented, discussed, documented, and reviewed
Final Assessment Conference
Completion of form
Filing of records


DOCUMENTATION PHASE
Sequence of Events
Professional Services Contract/Continuing Contract Employees
Assigned to this phase based on recertification cycle
Employee Orientation
Data Collection Activities
Informal Non-Classroom Observations
Informal Classroom Observations
Formal Classroom Observations (one required)
Review of Records and Print Material
Review of Portfolio
Post Observation Conference following each
If Performance is
"Needs Improvement"
or
"Unsatisfactory"
then a
Professional Development Plan
is prepared, implemented, discussed, documented,
and reviewed
Final Assessment Conference
completion of form
filing of records


DEVELOPMENT PHASE
Sequence of Events
Continuing Contract Employees NOT assigned
to the DOCUMENTATION phase based on recertification cycle
Employee Orientation
Data Collection Activities
Informal Non-classroom Observations
Informal Classroom Observations
Formal Classroom Observations (optional)
Review of Records and Print Material
Review of Portfolio
Optional Involvement on
Professional Educator Teams
Team plans based on school needs and individual needs
Team meetings
Product development
Product presentation
If Performance is
"Needs Improvement" or "Unsatisfactory"
then the employee is assigned to the DOCUMENTATION Phase
and removed from Professional Educator Teams
Final Assessment Conference
Completion of form
Filing of records


Performance Improvement Activities
employees assigned based on identified performance deficiency(s)
Formal Observation
Formal Conference and Plan Developed
Performance Development Plan Implemented
Formal Observation
Formal Observation
Process continued
Assessment Conference conducted

Broward County Public School District, Florida		**Instructional Personnel Assessment System**			
Employee:		School Year:	Type of Assessment √		S - Satisfactory
School:	SSAN:	Contract Status:	Development:	Rating	N - Needs Improvement
Data Collection Dates:		Assessor:	Documentation	Scale	U -Unsatisfactory

Performance Area	Instructional Personnel Performance Indicators			*Rating*
Instructional Planning	Develops lesson plans and selects instructional materials and activities which reflect the district's curriculum scope and sequence and identify learners' needs.	Develops lesson plans which reflect the prerequisite knowledge, skills, and readiness of students.	Relates instructional elements such as content, materials, activities, format, and goals to identified student needs.	
	Identifies and sequences content.	Specifies learner objectives and relates these to the instructional activity.	Specifies the steps, sequence, and pacing of student activities appropriate to their needs and the content area.	
Lesson Management	Orients students to classwork, specifies purposes of activities and relationship to the objectives.	Prepares the classroom, materials, and equipment for the presentation of the lesson.	Transitions from one activity or topic to another in accordance with lesson plans and learners' needs.	
Lesson Presentation	Selects and uses appropriate instructional techniques including available materials and technology which support learning of the specific types of knowledge or skills.	Emphasizes what is important to remember.	Asks questions which are clear and require students to reflect before responding.	
	Circulates about the room as students engage in seatwork and assists students as needed.	Uses different types of questions to obtain desired learner responses.	Gives clear, brief, and explicit directions and checks for understanding.	
		Recognizes students' responses to questions and provides feedback.	Reviews student work and provides timely and specific written or verbal feedback.	
Student Performance Evaluation	Selects or develops a variety of assessments and formats related to specific learning objectives.	Uses test data to diagnose individual student strengths and weaknesses.	Grades tests accurately and objectively.	
	Creates a positive test-taking atmosphere.	Monitors students during testing.	Instructs students in test-taking techniques.	
	Monitors student progress in attaining achievement standards and objectives established by the school, innovation zone, area and District.			
	Ongoing teacher documentation of student achievement gains through norm - referenced and criterion-referenced standardized test results where available and at least one of the other following assessment strategies selected by the teacher: student performance demonstrations, teacher observations and portfolios of student work. Where the above referenced standardized student tests are not available, the principal will also select one of the other assessment strategies listed above. The parties recognize that standardized test scores can be influenced by a number of factors outside the school setting such as student mobility rates, the number of special need students, parental support, etc.			
Communication	Speaks in a clear, audible, well modulated voice.	Uses correct grammar in written and oral communications.	Presents connected or associated ideas and thoughts.	
	Expresses interest and excitement through verbal and nonverbal behavior.	Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.	Communicates learner status and progress to the student, parents, and to other professionals.	
Classroom Management	Creates and maintains an organized and pleasant working environment in the classroom	Encourages students to participate and contribute to class activities.	Promotes positive student self-concepts.	
	Identifies individual social, emotional and/or physical needs that might affect school success.	Establishes an environment conducive to positive peer interaction.	Uses appropriate procedures to refer individual students for further assessment or intervention by other professionals.	
Behavior Management	Establishes and implements specific behavioral and procedural expectations, rules, and consequences.	Demonstrates an awareness of what all students are doing.	Reinforces positive student behavior.	
		Stops inappropriate behavior before it spreads or becomes more serious.		
Records Management	Maintains an organized, accurate, and up-to-date lesson plan and grade book.	Maintains accurate attendance records.	Maintains a system for recording individual student's knowledge and skills progress in a subject area.	
Subject Matter Knowledge	Presents accurate information.	Recognizes and promotes the relationship of the subject with the school's curriculum.	Appropriately organizes and presents content for the specific subject.	
Professional Competencies	Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.			

Overall Performance Rating:	**S**-Satisfactory	**N**-Needs Improvement (Annual contract teachers only)	**U**-Unsatisfactory	→	

Comments by the assessor:

Assessor _____ Date _____

Comments by the employee:

Employee _____ Date _____

The employee's signature will indicate only that he/she has read this form and will not necessarily indicate agreement with its contents.

#4311
W19992

Broward County Public School District, Florida		**Instructional Personnel Assessment System**			
Employee:		School Year:	Type of Assessment √		**S - Satisfactory**
School:	SSAN:	Contract Status:	Development:	Rating Scale	**N - Needs Improvement**
Data Collection Dates:		Assessor:	Documentation		**U -Unsatisfactory**

Performance Area	**School Media Specialist Performance Indicators**			*Rating*
Planning	Effectively utilizes the Library Media Advisory Committee to develop short and long range goals and to evaluate the library media program.	Establishes written policies and procedures to achieve the goals of the media program.	Provide optimal utilization of school and district media resources and facilities on a fair and equitable basis to students and staff.	
	Promotes teacher and student awareness of media resources	Integrates a sequential program of library media skills instruction into the curriculum in cooperation with teachers.	Provides inservice training to promote effective use of resources and services.	
Lesson Management	Orients students to media center work and specifies purposes of activities and relationship to objectives.	Prepares media center materials and equipment in preparation for the presentation or activity.	Provides transitions from one activity or topic to another in accordance with lesson plans and learner needs.	
Lesson Presentation	Selects and uses instructional techniques which support learning of the specific types of knowledge or skills.	Emphasizes what is important to remember.	Asks questions which are clear and require students to reflect before responding.	
		Uses different types of questions to obtain desired participants' responses.	Gives clear, brief, and explicit directions and checks for understanding.	
	Circulates about the media center and assists participants as needed.	Recognizes students' responses to questions and provides feedback.	Reviews student work and provides timely and specific written or verbal feedback.	
Student Performance	Ongoing documentation of strategies and direct services which focus on improving student achievement and helping students become self-directed learners. This will include, but not be limited to: providing instruction to foster competence in acquiring and using information and ideas, and in evaluating information resources; stimulating interest in reading and appreciation of literature through group instruction and individual guidance; providing intellectual and physical access to materials in multiple formats; and working with other educators to design and carry out learning experiences to meet the needs of individual students.			
Media Center Management	Participates in the selection, training, supervision and evaluation of library media personnel.	Encourages students to participate and contribute to media center learning activities.	Promotes positive student self concepts.	
			Creates and maintain an organized and pleasant working environment.	
	Identifies individual social, emotional, and/or physical needs that might affect school success.	Use appropriate procedures to refer individual students for further assessment or intervention by other professionals.	Establishes an environment conducive to positive peer interaction.	
Behavior Management	Establishes and implements specific behavioral and procedural expectations, rules and consequences.	Demonstrates an awareness of participant's activities.	Stops inappropriate behavior before it spreads to becomes more serious.	
		Reinforces positive behavior.		
Records Management	Maintains organized and up-to-date records of media center activities.	Maintains accurate user statistics of media center use.	Shows evidence of proper record keeping practices.	
Communication	Speaks in a clear, audible, well modulated voice.	Uses correct grammar in written and oral communications.	Presents connected or associated ideas and thoughts.	
	Expresses interest and excitement through verbal and nonverbal behavior.	Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.	Develops rapport with students staff and the community to promote the library media program.	
Subject Matter Knowledge • Media Program	Plans for changing needs and improvements in program, collection, and facilities with administration and faculty.	Maintains effective working relationships with students, faculty, media staff, district staff, and community members.	Develops a collection that support needs of the curriculum and recognizes individual levels of ability and interests.	
	Shows evidence of professional growth.	Analyze school goals and objectives and recorded data to plan media program, resources, and services.	Prepares and submits accurate and punctual reports.	
	Develops the budget for equipment, materials, and supplies according to school, state and federal regulations.	Demonstrates effectiveness in assisting students and teachers locate and utilize resources.	Follows standard operating procedures for selecting, organizing, and circulating materials and equipment.	
Student Evaluation	Selects or develops a variety of assessments and formats related to specific learning objectives.		Uses test data as needed to diagnose students' strengths and weaknesses.	
Professional Competencies	Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.			

Overall Performance Rating:	S-Satisfactory	N-Needs Improvement (Annual contract teachers only)	U-Unsatisfactory	

Comments by the assessor:

Assessor Date

Comments by the employee:

Employee Date

The employee's signature will indicate only that he/she has read this form and will not necessarily indicate agreement with its contents.

#4312
2/98

W19993

Broward County Public School District, Florida			Instructional Personnel Assessment System			
Employee:		School Year:	Type of Assessment √			S - Satisfactory
School:	SSAN:	Contract Status:	Development:		Rating Scale	N - Needs Improvement
Data Collection Dates:		Assessor:	Documentation			U -Unsatisfactory

Performance Area	School Media Specialist Performance Indicators			Rating
Planning	Effectively utilizes the Library Media Advisory Committee to develop short and long range goals and to evaluate the library media program.	Establishes written policies and procedures to achieve the goals of the media program.	Provide optimal utilization of school and district media resources and facilities on a fair and equitable basis to students and staff.	
	Promotes teacher and student awareness of media resources	Integrates a sequential program of library media skills instruction into the curriculum in cooperation with teachers.	Provides inservice training to promote effective use of resources and services.	
Lesson Management	Orients students to media center work and specifies purposes of activities and relationship to objectives.	Prepares media center materials and equipment in preparation for the presentation or activity.	Provides transitions from one activity or topic to another in accordance with lesson plans and learner needs.	
Lesson Presentation	Selects and uses instructional techniques which support learning of the specific types of knowledge or skills.	Emphasizes what is important to remember.	Asks questions which are clear and require students to reflect before responding.	
		Uses different types of questions to obtain desired participants' responses.	Gives clear, brief, and explicit directions and checks for understanding.	
	Circulates about the media center and assists participants as needed.	Recognizes students' responses to questions and provides feedback.	Reviews student work and provides timely and specific written or verbal feedback.	
Student Performance	Ongoing documentation of strategies and direct services which focus on improving student achievement and helping students become self-directed learners. This will include, but not be limited to: providing instruction to foster competence in acquiring and using information and ideas, and in evaluating information resources; stimulating interest in reading and appreciation of literature through group instruction and individual guidance; providing intellectual and physical access to materials in multiple formats; and working with other educators to design and carry out learning experiences to meet the needs of individual students.			
Media Center Management	Participates in the selection, training, supervision and evaluation of library media personnel.	Encourages students to participate and contribute to media center learning activities.	Promotes positive student self concepts.	
			Creates and maintain an organized and pleasant working environment.	
	Identifies individual social, emotional, and/or physical needs that might affect school success.	Use appropriate procedures to refer individual students for further assessment or intervention by other professionals.	Establishes an environment conducive to positive peer interaction.	
Behavior Management	Establishes and implements specific behavioral and procedural expectations, rules and consequences.	Demonstrates an awareness of participant's activities.	Stops inappropriate behavior before it spreads to becomes more serious.	
		Reinforces positive behavior.		
Records Management	Maintains organized and up-to-date records of media center activities.	Maintains accurate user statistics of media center use.	Shows evidence of proper record keeping practices.	
Communication	Speaks in a clear, audible, well modulated voice.	Uses correct grammar in written and oral communications.	Presents connected or associated ideas and thoughts.	
	Expresses interest and excitement through verbal and nonverbal behavior.	Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.	Develops rapport with students staff and the community to promote the library media program.	
Subject Matter Knowledge • Media Program	Plans for changing needs and improvements in program, collection, and facilities with administration and faculty.	Maintains effective working relationships with students, faculty, media staff, district staff, and community members.	Develops a collection that support needs of the curriculum and recognizes individual levels of ability and interests.	
	Shows evidence of professional growth.	Analyze school goals and objectives and recorded data to plan media program, resources, and services.	Prepares and submits accurate and punctual reports.	
	Develops the budget for equipment, materials, and supplies according to school, state and federal regulations.	Demonstrates effectiveness in assisting students and teachers locate and utilize resources.	Follows standard operating procedures for selecting, organizing, and circulating materials and equipment.	
Student Evaluation	Selects or develops a variety of assessments and formats related to specific learning objectives.		Uses test data as needed to diagnose students' strengths and weaknesses.	
Professional Competencies	Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.			

Overall Performance Rating:	S-Satisfactory	N-Needs Improvement (Annual contract teachers only)	U-Unsatisfactory	

Comments by the assessor:

Assessor Date

Comments by the employee:

Employee Date

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#4312
2/98

W19993

Broward County Public School District, Florida		**Instructional Personnel Assessment System**			
Employee:	School Year:	Type of Assessment √			S - Satisfactory
School: SSAN:	Contract Status:	Development:		Rating Scale	N - Needs Improvement
Data Collection Dates:	Assessor:	Documentation			U - Unsatisfactory

Performance Area	**Student/Support Services Performance Indicators**			*Rating*
Planning	Develops plans and selects materials and activities which reflect the identified participant's needs.	Develops plans which reflect the prerequisite knowledge, skills, and readiness of participants.	Relates content, materials, activities, format, and goals to identified participants needs.	
	Identifies and sequences content.	Specifics participant's objectives and relates these to the activity.	Specifies the steps, sequence, and pacing of participant activities appropriate to their needs.	
Organization	Orients participants to tasks specifies purposes of tasks and relationship to the objectives.	Prepares materials and equipment in preparation for the presentation activity.	Transitions from one activity or topic to another.	
Presentation of Content	Selects and uses techniques which support learning.	Emphasizes what is important to remember.	Asks questions which are clear and require participants to reflect before responding.	
	Circulates about the room as participants engage in tasks and assists participants as needed.	Uses different types of questions to obtain desired participants' responses.	Gives clear, brief, and explicit directions and checks for understanding.	
		Recognizes participants' responses to questions and provides feedback.	Reviews participants' work and provides timely and specific written or verbal feedback.	
Evaluation of Student and Program	Selects or develops a variety of assessments and formats related to specific learning objectives	Uses test data and other assessments to diagnose participant strengths and weaknesses.	Scores tests accurately and objectively.	
	Creates a positive assessment atmosphere.	Monitors participants during assessment.	Instructs participants in assessment techniques.	
Communication	Speaks in a clear, audible, well modulated voice.	Uses correct grammar in written and oral communications.	Presents connected or associated ideas and thoughts.	
	Expresses interest and excitement through verbal and nonverbal behavior.	Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.	Communicates pertinent information and progress to appropriate personnel.	
Student Performance	Ongoing documentation of strategies and direct services which focus clearly on improving student achievement as described in the Standards of Service policy. These may include classroom interventions; modeling alternative teaching strategies; individualized training and technical assistance for teachers in order to increase their capacity to enhance the learning environment, improving family partnerships as described in the Standards of Student Services policy; screening, evaluation, and assessment; direct interventions with students and families; identification and planning for students with special needs; formulation of behavior management plans; development and implementation of monitoring and follow-up processes related to student achievement. The methods of documentation will be determined and agreed upon by the employee and the administrator.			
Management Of Special Setting	Creates and maintains an organized and pleasant working environment.	Encourages participant to engage in and contribute to activities.	Promotes positive self-concepts.	
	Identifies individuals social, emotional and/or physical needs that might affect success.	Establishes an environment conducive to positive peer interaction.	Uses appropriate procedures to refer individual participants for further assessment or intervention by other professionals.	
Behavior Management	Establishes and implements specific behavioral and procedural expectations, rules and consequences.	Demonstrates an awareness of participant's activities.	Reinforces positive behavior.	
		Stops inappropriate behavior before it spreads or becomes more serious.		
Records Management	Maintains organized and up-to-date records.		Maintains a system for recording individual participant's knowledge and progress.	
Professional Knowledge	Presents accurate information.	Recognizes & promote the relationship of the professional area to the total program.	Appropriately organizes and presents content for the specific professional area.	
Professional Competencies	Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.			

Overall Performance Rating:	**S**-Satisfactory	**N**-Needs Improvement (Annual contract teachers only)	**U**-Unsatisfactory	⇒	

Comments by the assessor:

Assessor Date

Comments by the employee:

Employee Date

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#4313
2/98

W19994

Broward County Public School District, Florida		**Instructional Personnel Assessment System**			
Employee:	School Year:	Type of Assessment √			S - Satisfactory
School: SSAN:	Contract Status:	Development:		Rating Scale	N - Needs Improvement
Data Collection Dates:	Assessor:	Documentation			U -Unsatisfactory

Performance Area	**Student/Support Services Performance Indicators**			*Rating*
Planning	Develops plans and selects materials and activities which reflect the identified participant's needs.	Develops plans which reflect the prerequisite knowledge, skills, and readiness of participants.	Relates content, materials, activities, format, and goals to identified participants needs.	
	Identifies and sequences content.	Specifics participant's objectives and relates these to the activity.	Specifies the steps, sequence, and pacing of participant activities appropriate to their needs.	
Organization	Orients participants to tasks specifies purposes of tasks and relationship to the objectives.	Prepares materials and equipment in preparation for the presentation activity.	Transitions from one activity or topic to another.	
Presentation of Content	Selects and uses techniques which support learning.	Emphasizes what is important to remember.	Asks questions which are clear and require participants to reflect before responding.	
	Circulates about the room as participants engage in tasks and assists participants as needed.	Uses different types of questions to obtain desired participants' responses.	Gives clear, brief, and explicit directions and checks for understanding.	
		Recognizes participants' responses to questions and provides feedback.	Reviews participants' work and provides timely and specific written or verbal feedback.	
Evaluation of Student and Program	Selects or develops a variety of assessments and formats related to specific learning objectives	Uses test data and other assessments to diagnose participant strengths and weaknesses.	Scores tests accurately and objectively.	
	Creates a positive assessment atmosphere.	Monitors participants during assessment.	Instructs participants in assessment techniques.	
Communication	Speaks in a clear, audible, well modulated voice.	Uses correct grammar in written and oral communications.	Presents connected or associated ideas and thoughts.	
	Expresses interest and excitement through verbal and nonverbal behavior.	Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.	Communicates pertinent information and progress to appropriate personnel.	
Student Performance	Ongoing documentation of strategies and direct services which focus clearly on improving student achievement as described in the Standards of Service policy. These may include classroom interventions; modeling alternative teaching strategies; individualized training and technical assistance for teachers in order to increase their capacity to enhance the learning environment, improving family partnerships as described in the Standards of Student Services policy; screening, evaluation, and assessment; direct interventions with students and families; identification and planning for students with special needs; formulation of behavior management plans; development and implementation of monitoring and follow-up processes related to student achievement. The methods of documentation will be determined and agreed upon by the employee and the administrator.			
Management Of Special Setting	Creates and maintains an organized and pleasant working environment.	Encourages participant to engage in and contribute to activities.	Promotes positive self-concepts.	
	Identifies individuals social, emotional and/or physical needs that might affect success.	Establishes an environment conducive to positive peer interaction.	Uses appropriate procedures to refer individual participants for further assessment or intervention by other professionals.	
Behavior Management	Establishes and implements specific behavioral and procedural expectations, rules and consequences.	Demonstrates an awareness of participant's activities.	Reinforces positive behavior.	
		Stops inappropriate behavior before it spreads or becomes more serious.		
Records Management	Maintains organized and up-to-date records.		Maintains a system for recording individual participant's knowledge and progress.	
Professional Knowledge	Presents accurate information.	Recognizes & promote the relationship of the professional area to the total program.	Appropriately organizes and presents content for the specific professional area.	
Professional Competencies	Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.			

Overall Performance Rating:	**S**-Satisfactory	**N**-Needs Improvement (Annual contract teachers only)	**U**-Unsatisfactory	⇒	

Comments by the assessor:

Assessor Date

Comments by the employee:

Employee Date

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#4313
2/98

W19994

Broward County Public School District, Florida			Performance Development Plan		
Name of Employee	SSAN	School	Assessor	Date of this Plan	Follow-up / Review Date

Identified Deficiencies	Strategies for Improvement, Corrections, and Assistance	Expected Outcomes and Timeline

Consequences for failure or refusal to remediate all areas identified as deficient:	Additional comments of the assessor:
	Assessor Date
	Comments of the employee:
Version 5, 5/91	Employee Date

#4314 5/91 W19995

APPENDIX H

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE BROWARD TEACHERS UNION

The School Board of Broward County shall implement a Broward Teacher Corp Program in which the District provides funding support for programs to assist teachers in becoming highly qualified educators. The Broward Educational Consortium partners with SBBC in this program to design and develop courses to support H.R. 1 Section 1119, *No Child Left Behind Act of 2001,* Federal mandate and to ensure that teachers are certified in the area that they teach.

1. Teachers must meet the higher education institution entry requirements.

2. Teachers must be full-time employees in Broward County Schools.

3. Teachers shall be selected for participation based upon the following (listed in order of priority):

    a. Teachers currently teaching out-of-field in an Upward Bound Title I school.

    b. Teachers currently teaching out-of-field in a Title I school.

    c. Teachers in an Upward Bound Title I school interested in pursuing certification in math, science, or reading.

    d. Teachers in a Title I school interested in pursuing certification in math, science or reading.

4. Program completion shall occur when the employee provides documentation that he/she has fulfilled all requirements and is eligible for certification and/or completed coursework requirements outlined by the higher education institution.

5. After successful completion of the program, the employee shall be assigned to teach in the subject area in which the certification was received in a Title I school for a period equal to the period time in the Broward Teacher Corps. To be eligible for a guaranteed transfer provided in item 7, the employee must remain in the subject area in which certification was received unless involuntarily reassigned outside that subject area.

6. After completing the Broward Teacher Corps program and earning certification from the state, a teacher must commit to teaching in a Broward County Title I school for the same period of time that the Board paid his/her tuition in the Broward Teacher Corps. If he/she does not, he/she must pay back partial or full tuition costs paid by the district depending on how many years he/she is committed to teach in a District Title I school. (Example: If a teacher participates for three years and decides to leave a Title I school after one year, he/she must pay back 2/3 of the tuition costs to the district.) Tuition cost shall be based on a per credit hour basis.

7. If the employee does not complete the training program, the employee shall reimburse the District for 100% of the training cost incurred. Teachers shall not be required to pay back tuition costs if the employee has a serious medical problem verified by a physician of the employee's choice. The Board may require a subsequent exam by a Board selected physician at its expense. In addition, teachers shall not be required to pay back tuition costs if they are laid off, terminated, requested to resign, or involuntarily transferred on the basis of seniority.

8. After successful completion of the program, employees who teach for three (3) years in a Title I school shall be guaranteed a transfer pursuant to provisions of Article 25 Section C (5) regardless of the years spent by the employee at the same work location. Such transfer must be requested within three (3) years of the end of the commitment period.

9. An approved medical, professional leave nor personal leave will be accepted toward fulfillment of this obligation. Nor will such leaves be considered as a violation of the teacher's obligation. The teacher shall be required to complete their commitment period or training upon return from such leaves.

10. Employees who participate in this program shall be required to sign a Promissory Note agreeing to the reimbursement provision stated above.

11. If the Board chooses to discontinue the Broward Teacher Corps program or pay less than the full cost of tuition, employees, who choose not to complete the program, shall not be required to fulfill any of the obligations contained herein nor shall the Board be required to fulfill any of the obligations contained herein for those employees.

10/3/02

APPENDIX I
NO CHILD LEFT BEHIND ACT (NCLB)

A. The parties agree that nothing in the school improvement section of the No Child Left Behind Act (NCLB) shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school employees under the terms of this collective bargaining agreement.

B. The District agrees that they will notify BTU of action that must be taken to comply with provisions of NCLB and to bargain those issues that are mandatory subjects of bargaining.

C. **Adequate Yearly Progress:** For schools identified as not making adequate yearly progress, the parties agree to form a committee to make recommendations to the Labor Management Committee regarding the impact of legal requirements on issues, including but not limited to:

1. Any formal or informal understanding, condition or practice established between the parties.

2. Wages, hours, terms and other conditions of employment or matters established in statute such as but not limited to F.S.447 Public Employees Collective Bargaining Act.

3. Employees who may be laid off in whole or in part or reduced in pay as a result of the implementation of a "public school choice" option provided by the NCLB.

4. Supplemental services such as but not limited to tutoring, mentoring, remediation, other educational intervention, etc., which can be provided by state certified bargaining unit members outside the regular employee workday and calendar.

5. The contracting out work that has been or could be performed by the members of the bargaining unit. Such work includes, but is not limited to tutoring and/or providing other supplemental services.

6. A restructuring, merger, takeover or other event that results in the creation of a new or successor employer, and the impact on the recognition of the Broward Teachers Union as the exclusive collective bargaining representative for the employees that it represents.

RECONSTITUTION PROCESS

State declares an emergency, and/or Superintendent declares an emergency, pursuant to FS 1001.42 #19/SBBC Policy 1403 and the following criteria: failure to make AYP, a designation of D or F for a second year or a designation of F for the second year in a four year period.

↓

Superintendent of Broward County Public Schools notifies state, SBBC, affected Area Superintendent, Associate Superintendent of Human Resources and BTU in accordance with FS 1008.33, 1000.42 and SBBC Policy 1403 of the need to reconstitute.

↓

Superintendent, Area Superintendent, Area Director, Principal on Task Assignment, Superintendent Schools, Associate Superintendent of Human Resources, Directors of Instructional and Non-Instructional Staffing, School Administration, BTU President, BTU Field Services Director, BTU Field Representative, BTU Director of Communications, SBBC Director of Communications, will meet with entire affected school staff to notify and explain reconstitution and orient staff to the related processes.

↓

Meeting will be conducted with the assigned Principal, Area Director, District and Union staff, BTU Field Representative, and the entire school staff for the purpose of communicating principal's goals and expectations (may include easing-in activity conducted by HRD).

↓

Assigned Principal, Principal on Task Assignment for Superintendent Schools and Area Director will meet with each individual staff member for the purpose of conducting an interview and establishing staff member's work site.

↓

Written notification (jointly authored by school administration and BTU) of the administrator's intent to involuntarily transfer given to each staff member.

↓

Identified staff members will transfer to another location.

↓

Staff member completes voluntary/involuntary Transfer Request Form and returns to his/her administrator/designee within five business days of the written notification.

↓

Administrator/Designee faxes forms to the appropriate staffing department within five business days of the written notification.

↓

Staffing Departments coordinate placement as priority over surplussed employees in the same job classification.

↓

HR provides official written notification of placement to staff.

↓

PLACEMENTS GO TO THE BOARD FOR APPROVAL

Identified staff members to remain at current location.

↓

STOP

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-1840 • Fax: 754-321-2704

Employee & Labor Relations
Susan L. Cooper, Director
754-321-2140
Susan.cooper@browardschools.com
www.browardschools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood

Lori Alhadeff
Robin Bartleman
Heather P. Brinkworth, Chair
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this 7 day of Feb 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties".

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties understanding of the agreement reached regarding a one-time workforce bonus payment for the Adult-only Teachers and Education Support Professionals for the 2019-2020 School Year, to be paid through Workforce Education Funds.

Scope:

WHEREAS the parties have come to this agreement regarding a one-time only workforce bonus payment funded through Workforce Education Funds, the following distribution of funds shall be made, less applicable payroll deductions:

Currently active adult-only teachers will receive a one-time payment of $1000 if they earned a 2018-19 overall Highly Effective evaluation; currently active adult-only teachers will receive a one-time payment of $700 if they earned a 2018-19 overall Effective evaluation; and currently active Education Support Professionals will receive a one-time payment of $500 if they earned a 2018-19 overall rating of Satisfactory or higher.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each

counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the one-time only workforce bonus payment for adult-only teachers and ESPs who meet the aforementioned requirements for the 2019-2020 School Year. Said bonus to be funded through Workforce Education Funds. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Susan L Cooper 2/7/2020

School Board of Broward County Date
Susan L. Cooper
Director, Employee and Labor Relations

2/7/2020

Broward Teachers Union Date
Anna Fusco
President

2/7/2020

Education Support Professionals
Roosevelt McClary III
Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-1840 • Fax: 754-321-2704

Employee & Labor Relations
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Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this ____ day of _____ 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties".

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties understanding of the agreement reached regarding the State of Florida's Best and Brightest Recognition Award Payment for the 2019-2020 School Year.

Duration:

This memorandum shall commence effective from the date of execution.

Scope:

WHEREAS the parties have come to this agreement regarding the State of Florida's Best and Brightest Recognition Award Payments, the following distribution of funds shall be made, less applicable payroll deductions:

For all currently active K-12 teachers with a 2018-2019 overall evaluation of Highly Effective who did not receive the Retention Award, the parties agree to award a one-time payment of $1,200.

For all currently active K-12 teachers with a 2018-2019 overall evaluation of Effective who did not receive the Retention Award, the parties agree to award a one-time payment of $1,000.

For all currently active ESPs with a 2018-2019 overall evaluation of Satisfactory or higher, the parties agree to award a one-time payment of $570.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the distribution of the Best and Brightest Recognition Award for the 2019-2020 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Susan L Cooper 1/30/2020

School Board of Broward County Date
Susan L. Cooper
Director, Employee and Labor Relations

Anna Fusco 1/30/2020

Broward Teachers Union Date
Anna Fusco
President

1/30/2020

Education Support Professionals Date
Roosevelt McClary III
Vice President

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this 18th day of January 2019, by and between The School Board of Broward County (SBBC) and the Broward Teachers Union-Education Professionals (BTU-EP).

Purpose:
The purpose of this Memorandum of Understanding is to memorialize the parties understanding and agreement regarding the compliance with Florida Statute, including, but not limited to F.S. Section 1001.42(21) that requires the School Board to declare an educational emergency for all schools receiving a grade of "D" or "F" and further provides for the immediate implementation of turnaround plans ("TOP") for approval by the state board. In addition, the MOU is to address the selection, placement, and expectations of instructional personnel and to provide principals with the autonomy described in F.S. Section 1012.28(8) as planning is a critical strategy necessary to improve student achievement.

Scope:

WHEREAS, prior to the start of the school year, the Florida Department of Education notifies each school district if any of its schools have been categorized as a Differentiated Accountability ("DA") school. Once a school is assigned a grade that qualifies it as a DA School, typically in July of each year, a BCPS school may automatically be classified in one of the following two categories for the school year immediately following the assignment of the school grade:

A. **Tier 1- Comprehensive Support and Improvement - Cycle 1 (CSI):** A school receives two consecutive grades of "D," a grade of "F," or a graduation rate of 67 percent or less. Submission of Turnaround Plan (TOP) is required, (this is a FLDOE DA designation);

B. **Tier 2 - Comprehensive Support and Improvement - Cycle 2 or 3 (CSI):** A school receives two consecutive grades of "D," a grade of "F," or a graduation rate of 67 percent or less for the third year in a row. School is required to choose one of three options: Closure, Charter, or Outside Entity/ External Operator. Chancellor will conduct an Instructional Review, (this is a FLDOE DA designation);

WHEREAS, § 1008.33(4)(a), Fla. Stat., (and as amended by House Bill 7069), requires that in the first full school year after a school initially earns two consecutive grades of "D" or a grade of "F," the school district must immediately implement intervention and support strategies; and, by September 1, provide the FLDOE with a memorandum of understanding negotiated required to facilitate those support strategies.

WHEREAS, the State of Florida requires the parties to enter into this Agreement to fulfill their obligations to support the District's DA schools.

NOW THEREFORE, it is agreed as follows:

Section 1. Financial Incentives for Teachers to Work at DA Schools:

The parties jointly desire to further enhance the educational programs available at the District's DA schools for the benefit of the attending students.

With those principles in mind, the District already supports DA Schools with additional resources made available through funding from sources such as Title I, TIF funds, SIG grants and the General Fund. Teachers at some DA Schools already receive compensation for an extended work day because the School is designated as one of the lowest 300 Schools. In addition to all of those existing resources and support, the Administration/Principals at each DA School have submitted applications for additional funding for additional resources, support and/or teacher incentives to assist with funding of the initiatives set forth in this Memorandum of Understanding (MOU).

Section 2. Article **5-Conditions of Employment -** shall be amended as it relates to DA Schools to add the following:

A. Planning Days. In addition to the ten (10) Planning Days currently built into the teacher calendar, DA schools may have an additional week of staff development prior to the contracted starting day for teachers. Teachers who attend will receive an hourly stipend at the rate of the teacher's hourly rate of pay.

B. Professional Development Committee. With regard to DA schools Article 5 section L-5 of the collective bargaining agreement shall be amended to read in its entirety as follows:

A joint school committee comprised of an equal number of SAC Committee members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation. Nothing contained herein is intended to preclude the Principal of each of the Tier schools from assessing the professional development needs of teachers, recommending additional professional development and otherwise performing the duties and responsibilities of a school Principal under F.S. Sections 1001.54 and 1012.28.

C. Section S-Lessons Plans. Article 5, Section S Lesson Plans shall be amended as it relates to DA Schools to read in its entirety as follows:

The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be unreasonably complex. Documentation of the incorporation of Florida State Standards and teaching strategies required by law, board policy or regulation are part of daily lesson plans. Lesson plans shall be submitted bi-monthly in advance of the lesson to cover the planned lesson up to the next submission and shall be available during instruction. Lesson plans shall include the standard, teaching strategy/activity, and differentiated plan for the lowest quartile. Notwithstanding the submission of bi-monthly lesson plans, the parties acknowledge that such plans may be modified between the submission and actual lesson based on the classroom or student needs.

Section 3. Article **10-Employee Preparation, Conference and Planning:** Shall be amended to read as it relates to DA schools in its entirety as follows:

A. Elementary school employees shall have a preparation/conference/planning time totaling not less than sixty (60) minutes per day, excluding relief periods. A maximum of ~~one hundred and twenty (120)~~ one hundred eighty (180) minutes per calendar month shall be available for use at the Principal's discretion.

B. Secondary: High school and Middle School Employees shall be given one (1) uninterrupted preparation/conference period per day of the same length as the regular class period. Subject to the total school schedule, a maximum of ~~thirty (30)~~ forty-five (45) minutes per week at the high school level and a maximum of ~~thirty (30)~~ forty-five (45) minutes per week at the middle school level shall be available for use at the Principal's discretion. Every effort shall be made to provide no more than three (3) different course preparations per day.

C. Block Schedule: Middle school and high school employees on a block schedule shall have a

preparation/conference time totaling not less than ninety (90) minutes per day, excluding relief periods. A maximum ~~of thirty (30)~~ of forty-five (45) minutes per week shall be available for use at the Principal's discretion.

Section 4. - Article **25-Reassignment & Transfers:** The parties agree that at DA schools the following language shall be amended as it relates to DA Schools to read in its entirety as follows:

A. Prior to the date established for the voluntary or involuntary transfer deadlines, teachers may notify their principal of their decision to transfer out of the DA School for the following year. A person who is transferred under this provision may participate in the voluntary or involuntary transfer periods. If the teacher does not find a position, the District will place them prior to the start of the new school year.

B. The following contract language Article 25-3 (C) 1 will be amended as follows:

Applications to transfer into a DA School shall be provided by the District and may be submitted any time at any tier school during the school year. Such applications shall remain active while the school remains in DA status. Once an instructional staff is transferred into a DA School, no voluntary transfer out of the school will be permitted until the end of the school year.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the DA State Mandate under Florida Statute. This agreement reached regarding the said BTU-EP, wherever applicable, amends the parties' collective bargaining agreement. This Agreement sets forth the entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

1-18-19

School Board of Broward County Date

11/18/19

Broward Teachers Union Date

LG:dd
01/18/2019

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
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The School Board of Broward County, Florida

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Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this 2 day of April 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding a one-time only bonus to Pre-Kindergarten Teachers and Pre-Kindergarten Education Support Professionals for the 2019-2020 School Year.

Duration:

This Memorandum shall commence effective from the date of Board approval and expire June 30, 2020.

Scope:

WHEREAS, SBBC has collected additional Referendum funds for instructional personnel, and SBBC has agreed to the BTU proposal to utilize a portion of these resources to fund a one-time only bonus to Pre-Kindergarten Instructional Personnel and Pre-Kindergarten Education Support Professionals for the 2019-2020 School Year. The following distribution of funds shall be made, less applicable taxes and payroll deductions:

Each currently active Pre-K instructional personnel with a 2018-2019 overall evaluation of Highly Effective who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $1,200.

Each currently active Pre-K instructional personnel with a 2018-2019 overall evaluation of Effective who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $1,000.

Each currently active Pre-K FSP with a 2018 2019 overall evaluation of Satisfactory or higher who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $570.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the partial distribution of the collected additional referendum funds to Pre-K Teachers and Pre-K Paraprofessionals for the 2019-2020 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein. This MOU will sunset on June 30, 2020.

Executed on this day, 2 of April 2020.

Susan L Cooper

School Board of Broward County
Susan L. Cooper
Director, Employee and Labor Relations

Anna Fusco

Broward Teachers Union
Anna Fusco
President

Education Support Professionals
Roosevelt McClary III
Co-Chief Negotiator

Bernie Kemp

Education Support Professionals
Bernie Kemp
Co-Chief Negotiator

SBBC Counter Proposal

T.A. 4-7

Professional Learning Community MOU
April 18, 2019

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND BROWARD TEACHERS UNION

This Memorandum of Understanding ("MOU") is made and entered into by the School Board of Broward County, FL ("SBBC") and the Broward Teachers Union ("BTU") representing Education Professionals (EP), (hereinafter collectively referred to as "the Parties") on this 18th day of April, 2019. The Parties agree to the terms set forth below.

Whereas, the Parties entered into an Agreement for a Collaborative Education Project ("CEP") in order to explore the workload for educators with respect to planning and preparation time.

Whereas, the Parties have met pursuant to the CEP; and,

Whereas, the Parties have come to this agreement regarding Professional Learning Communities ("PLCs").

1. The Parties agreed that further clarification is needed as to the definition of what constitutes a PLC. The parties agree on the following definition:

   Definition of a PLC.

   A PLC is a group of educators who meet on a regular basis to collaborate on teaching and learning to improve their professional practice. PLCs' should be used for educators to learn from one another on how to improve student outcomes. The goals of the PLC will be determined by consensus of the PLC members.

   PLCs serve two broad purposes: 1) improving the skills and knowledge of educators through collaborative study, expertise exchange, and professional dialogue, and 2) improving the educational aspirations, achievement, and attainment for students through stronger leadership and teaching.

2. **Model PLC's.** By no later than June 15 of each school year, the Broward Teacher's Union ("BTU") shall notify the District's Office of Service Quality of two examples of exemplary PLC's from the following groups: elementary, middle, high, center schools, and district support departments. The Office of Service Quality, in consultation with BTU, will use those examples to develop elements of acceptable PLC models for the next school year.

3. **Principal Training.** The District will train all principals ~~in July~~before the start of each year on the acceptable PLC models that are permissible for that school year.

4. **Principal/Steward Overview.** The District will provide a joint overview to Principals and Stewards of the acceptable PLC models for each year prior school year prior to the start of school.

5. **Time allowed for PLCs.**

Teachers shall not be mandated to use time beyond what is outlined in the attached chart to attend PLCs, i.e. Principal discretionary time, the 24 hours of PD time outlined in the collective bargaining agreement, class time if a substitute is provided, time provided in a board approved district waiver, or professional study days. Any additional time spent for PLCs, outside of the attached chart will be considered voluntary and at the sole discretion of the teacher.

6. **In-Service Points.** A PLC *may* qualify for Professional Development ("PD") in-service points when it has been submitted to and approved by the Department of Professional Development Standards and Support. In addition, the awarding of in-service points is a District process outlined in the Board approved BCPS Professional Learning System. PLCs may or may not be part of the 24 hours of professional development time.

7. **Monitoring.** The District Office of Service Quality shall monitor each school's compliance with the PLC models and may investigate either on its own initiative or in response to a BTU concern. Failure of a school to adhere to PLC model requirements may result in retraining of school leadership and/or suspension of PLC's at that school.

8. Nothing in this MOU shall abridge, modify or change the Parties' Collective Bargaining Agreement (CBA) in any form or fashion. If there is any conflict between this MOU and the CBA, the CBA shall govern. Further, this MOU is not a waiver of either Parties' rights under the law including Florida Statutes, Chapter 447. The District Office of Service Quality's decision shall be exempt from all provisions of Article Thirty-Four of the Parties' Collective Bargaining Agreement (CBA).

Dorothy W. Davis
School Board of Broward County, FL

Broward Teachers Union

4/18/19
Date

Utilization of District Directed Teacher Time Outside of Student Contact*

	ELEMENTARY	MIDDLE	HIGH
#1 Principal (Discretionary)	0	30 minutes in the am*	0
#2 Principal (Discretionary)	Increments of 2 - 45 minutes per month 1 - 30 minutes per month	30 minutes per week	30 minutes per week
	120 total minutes a month	120 total minutes a month	120 total minutes a month
#3 School Based (10 Planning Days)	*Some middle schools are excluded School Based Professional Development (PD) Committee 24 hours yearly Planning Days & 2 Early Release Days (Excluding the four early release days devoted to grades)		
#4 Principal	Teacher relief during class time with a substitute (Not including early release days, devoted to grades)		
#5 Waiver	Board approved district waivers (Board approved study days) Directed training due to differentiated accountability		
#6 PSD	Professional Study Days		

*Each row reflects a separate time period in which teachers may be required to participate in PLCSs. Any or all of these times listed in each row may be utilized in addition to the others.

TA
TA
DZ
4/18/19

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
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Employee & Labor Relations
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The School Board of Broward County, Florida

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Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this 18th day of April 2019, by and between The School Board of Broward County (SBBC) and the Broward Teachers Union-Education Professionals (BTU-EP).

Purpose:
The purpose of this Memorandum of Understanding is to memorialize the parties understanding of the various agreements reached regarding the Evaluation Sub-Committee.

Duration:
This memorandum shall commence effective from the date of execution for the specific time periods stated herein.

Scope:

WHEREAS the parties agree to the following **Instructional Practice Adjustments** beginning in 2018-2019:

- Instructional Practice will be worth 50% of the overall evaluation.
- Move *Applying/Accomplished* from 3.0 to 3.25.

WHEREAS the parties agree to the following **Deliberate Practice Adjustments** beginning in 2018-2019:

- Deliberate Practice will be worth 15% of the overall evaluation.

WHEREAS the parties agree to the following **Student Performance Adjustments** beginning in 2018-2019:

- For 4th-10th grade ELA, 4th-8th grade Math, and 8th-9th grade Algebra I teachers, the District will continue to use a Local Growth Model instead of the State's Value-Added Model (VAM).
- For all Local Growth Models, move to the following scale:

Percentile	Rating	Points
60th – 99th	*Highly Effective*	4.0
43rd – 59th	*Effective*	3.4
26th – 42nd	*Effective*	3.2
9th – 25th	*Effective*	3.0
4th – 8th	*Needs Improvement*	2.0
1st – 3rd	*Unsatisfactory*	1.5

- The distribution for the Comparison Models for PK, KG, 1st grade and FSAA teachers will mirror the Local Growth Model distribution.

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Robert W. Runcie
Superintendent of Schools

- For teachers with multiple assessments, weight 1-Year Student Performance Ratings by number of students taking each assessment.

WHEREAS the parties agree to the following **Instructional Practice Adjustments** beginning in 2019-20:

- K-8 sites may move to the Classroom FTEM Model (5 schools) based on a review by the Joint Evaluation sub-Committee of data from the Classroom FTEM Model during the 2018-19 school year.

WHEREAS the parties agree to the following **Middle School Metric Adjustment** beginning in 2019-20:

- This will be removed.

WHEREAS the parties agree to the following **Student Performance Adjustments** beginning in 2019-20:

- Pre-Kindergarten and Adult-only Classroom teachers' student performance will be rated through a rubric, developed by the District and BTU.

Terms and Conditions:

1. This Agreement sets forth the entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

2. This represents the full and complete understanding of the parties as it relates to the Evaluation Sub-Committee agreements reached. As such, these agreements do not establish a precedent beyond the time periods set forth herein

Dorothy W. Davis
School Board of Broward County — Date

Broward Teachers Union — 4/18/19 — Date

HP:dd
04/18/19

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding (MOU) is made on this 17th day of NOV 2023, by and between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union- Education Professionals (BTU-EP).

Purpose:
The purpose of this Memorandum of Understanding is to memorialize the parties' understanding and agreement regarding the compliance with Florida Statute, including, but not limited to F.S. Section 1001.42(21) that requires the School Board to declare an educational emergency for all schools receiving a grade of "D" or "F" and further provides for the immediate implementation of Turnaround Plans ("TOP") for approval by the State Board. In addition, the MOU is to address the selection, placement, and expectations of instructional personnel and to provide principals with the autonomy described in F.S. Section 1012.28(8) as planning is a critical strategy necessary to improve student achievement.

Scope:

WHEREAS, prior to the start of the school year, the Florida Department of Education notifies each school district if any of its schools have been categorized as a School Improvement ("SI") school. Once a school is assigned a grade that qualifies it as a SI School, typically in July of each year, a Broward County Public Schools (BCPS) school may automatically be classified in one of the following two categories for the school year immediately following the assignment of the school grade:

A. **Comprehensive Support and Improvement - (CS&I):** Any school that earns a grade of "D" or "F" or any school that has a graduation rate of sixty-seven (67%) percent or less in the most recently released school grades pursuant to rule GA-1.09981, F.A.C., School and District Accountability.

B. **SI Tiers of Support.** All SI schools are in need of support and intervention from the school district and the FLDOE and are provided this within the context of a three-tiered system.

> **Tier 1 SI:** Any school that earns a single grade of "D" or has a graduation rate of sixty-seven (67%) percent or less.
> **Tier 2 SI:** Any school that earns a single grade of "F" or a school that earns consecutive low-performing grades and is in the first cycle of turnaround. Submission of Turnaround Plan (TOP) is required.
> **Tier 3 SI:** Any school that has completed one or more cycles of turnaround and has not improved its grade to at least a "C." Submission of Turnaround Plan (TOP) is required.

WHEREAS, §1008.33(4)(a), Fla. Stat., (and as amended by House Bill 7069), requires that in the first full school year after a school initially earns two consecutive grades of "D" or a grade of "F," the school district must immediately implement intervention and support strategies; and, by September 1, provide the FLDOE with a MOU negotiated required to facilitate those support strategies.

WHEREAS, the State of Florida requires the parties to enter into this Agreement to fulfill their obligations to support the District's SI schools.

NOW THEREFORE, it is agreed as follows:

Section 1.

Financial Incentives for Teachers to Work at SI Schools:

The parties jointly desire to further enhance the educational programs available at the District's SI schools for the benefit of the attending students.

With those principles in mind, the District already supports SI Schools with additional resources made available through grants and general funds. Teachers at some SI Schools already receive compensation for student performance bonuses and stipends for professional development and curriculum planning. In addition to all those existing resources and support, the Administration/Principals at each SI School have submitted applications for additional funding for additional resources, support, and/or teacher incentives to assist with funding of the initiatives set forth in this MOU.

Section 2.

Article 5: Conditions of Employment – shall be amended as follows:

L. Teacher Planning Days:

1. **Planning Day:** The school calendar shall contain ten (10) planning days throughout each school year. Five (5) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.

   In addition to the ten (10) Planning Days currently built into the teacher calendar, SI schools may have an additional week of staff development prior to the contracted starting day for teachers. Teachers who attend will receive an hourly stipend at the rate of the teacher's hourly rate of pay.

5. A joint school committee comprised of an equal number of SAC Committee Members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation. **Nothing contained herein is intended to preclude the principal of each of the Tier schools from assessing the professional development needs of teachers, recommending additional professional development, and otherwise performing the duties and responsibilities of a school Principal under F.S. Sections 1001.54 and 1012.28.**

   Based on recommendations from the Professional Development Committee, teachers in Tier schools will be required to participate in professional learning. The professional learning may include but not be limited to envision Math, Benchmark Advance, culture and climate, teacher collaborative sessions, engagement strategies, lesson planning, TLAC strategies, and/or classroom management.

S Lesson Plans:

The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be

unreasonably complex. Documentation of the incorporation of Florida State Standards and teaching strategies required by law, board policy, or regulation are part of daily lesson plans. **As it relates to SI Schools, Lesson plans must be printed and available in advance of the lesson, shall be available during instruction, and shall include the standard, teaching strategy/activity, and differentiated plans for ESE and ELL learners. As it relates to SI Schools, the parties acknowledge that such plans may be modified based on the classroom and/or student needs.**

Section 3.

Article 10: Employee Preparation, Conference and Planning shall be amended as follows:

B. **Elementary Preparation/Conference Time:** Elementary school employees shall have a preparation/conference/planning time totaling not less than sixty (60) minutes per day, excluding relief periods. A maximum of one hundred twenty (120) minutes per calendar month shall be available for use at the principal's discretion. **As it relates to SI Schools, A maximum of one hundred eighty (180) minutes per calendar month shall be available for use at the principal's discretion.**

C. **Secondary:** High school and middle school employees shall be given one (1) uninterrupted preparation/conference period per day of the same length as the regular class period. A maximum of thirty (30) minutes per week at the high school level and a maximum of thirty (30) minutes per week at the middle school level shall be available for use at the principal's discretion. **As it relates to SI Schools, subject to the total school schedule, a maximum of forty-five (45) minutes per week at the high school level and a maximum of forty-five (45) minutes per week at the middle school level shall be available for use at the principal's discretion.** Every effort shall be made to provide no more than three (3) different course preparations per day.

D. **Block Schedule:** Middle school and high school employees on a block schedule shall have a preparation/conference time totaling not less than ninety (90) minutes per day, excluding relief periods. A maximum of thirty (30) minutes per week shall be available for use at the principal's discretion. **A maximum of forty-five (45) minutes per week shall be available for use at the principal's discretion.**

Section 4.

Article 25: Reassignment & Transfers shall be amended as follows:

B.

6. **As it relates to SI Schools, prior to the date established for the voluntary or involuntary transfer deadlines, teachers may notify their principal of their decision to transfer out of the SI School for the following year. A person who is transferred under this provision may participate in the voluntary or involuntary transfer periods. If the teacher does not find a position, the District will place them prior to the start of the new school year.**

C.

1. Transfer applications shall be provided by the District and may be submitted any time after January 1st through June 30th. Such applications shall remain active until the following December 31st. Applicants may request and specifically list ten (10) schools to which they are interested in transferring.

However, applications to transfer into a SI School shall be provided by the District and may be submitted any time at any tier school during the school year. Such applications shall remain active while the school remains in SI status. Once an instructional staff is transferred into a SI School, no voluntary transfer out of the school will be permitted until the end of the school year.

Acknowledgment, Signatures, and Dates:

This represents the complete understanding of the parties as it relates to the SI State Mandate under Florida Statute. This agreement reached regarding the said BTU-EP, wherever applicable, amends the parties' collective bargaining agreement. This Agreement sets forth the entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Susan L Cooper 11/17/23

Susan L. Cooper Date
Director, Employee & Labor Relations
The School Board of Broward County, FL

Anna Fusco 11/17/2023

Anna Fusco Date
President
Broward Teachers Union

SC/MH:cr

BROWARD County Public Schools

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Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding (MOU) is made on this 5th day of February 2024, by and between The School Board of Broward County, Florida (SBBC) and The Broward Teachers Union - Education Professionals (BTU-EP), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this MOU is to memorialize the parties' agreement regarding the Early Release and Planning Days in the BTU-EP bargaining unit for the 2024-2025 school year.

Duration:

This memorandum shall commence effective from the date of Board approval and shall end June 30, 2025.

Scope:

WHEREAS, Article 5, Conditions of Employment, Section L **Teacher Planning Days**, and Section U **Early Release Time**, of the parties' Collective Bargaining Agreement ("CBA") provides in relevant part:

Section L – Teacher Planning Days

1. "Planning Days: The school calendar shall contain ten (10) planning days throughout each school year. Five (5) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.

2. "The Superintendent shall designate two (2) of the five (5) preplanning days with the intent of not scheduling any activities except teacher planning. If the need arises, the affected principal may schedule a staff meeting not to exceed one (1) hour in duration on each of these days."

Section U – Early Release Days

1. "The District shall provide that students at each school shall be dismissed two (2) hours early on six (6) days during the school year. Any school may opt-out of providing early release time by a 66 2/3 percent vote of bargaining unit members through the waiver methodology described in Article Fifteen, Section G, 2-4.

2. Four (4) of these days shall be scheduled the day prior to the employee planning day at the conclusion of each grading period. These early release days shall be used by employees for end of quarter activities including, but not limited to, grading of exams, grade preparation, or other appropriate activities as determined by the employee. The District shall schedule the remaining early release days after consulting with the BTU.

3. The two (2) remaining early release days shall be used in a manner consistent with the procedures below. On these two (2) days, principals may use up to one (1) hour of the two (2) hours of release time to conduct staff meetings or activities that are directly related to school improvement.

4. At all work locations, each department/grade level with the principal's approval shall adopt an objective based on student data and aligned with the SIP and the District Strategic Plan on which to focus its efforts during the school year. Each department/grade level shall then adopt early release day activities that address its established objective. The District recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities."

WHEREAS, the parties have come to this agreement regarding the Early Release and Planning Days for the 2024-2025 school year for employees in the BTU-EP bargaining unit.

NOW, THEREFORE, it is agreed as follows:

1. The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.

2. For the 2024-2025 school year, the parties agree to eliminate five (5) Early Release Days including four (4) at the end of each academic quarter and one (1) additional Early Release Day.

Established 1915
BROWARD
County Public Schools

3. The parties agree the four (4) Planning Days at the end of each academic quarter will be devoted to teacher planning and end of quarter activities. These activities may include, but not limited to, grading of exams, grade preparation, or any other activities to be determined by the employee. If the need arises, the affected principal may schedule administration led activities not to exceed two (2) hours in duration on each of these days.

4. The parties agree that February 14 will remain an Early Release Day.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures, and Dates:

This represents the full and complete understanding of the parties as it relates to the Early Release and Planning Days in the BTU-EP bargaining unit for the 2024-2025 school year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

2/5/24 Date
David Azzarito
Chief People Officer

2/5/2024 Date
Anna Fusco
President, Broward Teachers Union

DA/SC:mh

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	HH. Human Resources
DEPARTMENT:	Chief Human Resources Officer

Agenda Item Number:	HH-2.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	10:30 A.M.

TITLE:

Agreement between The School Board of Broward County, FL and the Broward Teachers Union - Education Support Professionals

REQUESTED ACTION:

Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union - Education Support Professionals (BTU-ESP) for the 2025-2026 school year. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Ratification Letter
- Tentative Agreements
- Full Contract

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	David Azzarito	Phone:	754-321-2140
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer May 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: May 15, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Agreement between The School Board of Broward County, FL and the Broward Teachers Union – Education Support Professionals

Board Meeting Date: June 9, 2026

Requested Action: Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, FL (SBBC) and the Broward Teachers Union – Education Support Professionals (BTU-ESP) for the 2025-26 school year.

General Information

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

District-zone Impact/Board Member:	
School Board Policy Requirement	• N/A
Statutory Requirement	• Florida Statute 1001.42 – Powers and Duties of District School Board. • Florida Statute 447 – Labor Organizations
If the School Board votes "Yes"	• Upon board approval, the amendments to the collective bargaining agreement will be implemented including the commencement of employee-only contributions to the health insurance plan beginning in December 2026.
If the School Board votes "No"	• If not approved by the board, the amendments to the collective bargaining agreement will not be implemented which will impact the District's ability to commence employee-only contributions to the health insurance plan beginning in December 2026.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The successful implementation of the provisions of the agreement.

Background/History
Each year, the District's bargaining team negotiates with our unions on the topics of salary and wages, health insurance, as well as articles relating to working conditions. Once tentative agreements are reached, staff presents the agreements to the Board annually for approval.

For the 2025-26 school year, the District's bargaining team and the Union reached an agreement on May 6, 2026. The members of the union ratified the tentative agreements on May 12, 2026.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	**N/A**	**N/A**

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	**N/A**	**N/A**	**N/A**	**N/A**
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	**N/A**	**N/A**	**N/A**	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Ratification Letter
Tentative Agreements
Full Contract

A Union of Education, Technical Support, Charter School and Education Support Professionals
Broward Teachers Union
Engaging & Empowering Educators

May 12, 2026

Dr. Ernie Lozano, Chief Human Resources Officer
Mr. David Azzarito, Executive Director, Professional Practices/Labor Relations
Broward County Public Schools

Via email

Dear Ernie and David,

All three bargaining units have voted to ratify the 2025-26 contract tentative agreement.

Education Professionals: the final vote was 57% for and 43% against ratification.

Education Support Professionals: the final vote was 74% for and 26% against ratification

Technical Support Professionals: the final vote was 70% for and 30% against ratification

Sincerely,

Anna Fusco

Anna Fusco, President
Broward Teachers Union

6000 N.University Drive • Tamarac, FL 33321 • T:954.486.6250 • F:954.739.1803 • communications@btuonline.com
An Affiliate of the Florida Education Association, American Federation of Teachers, National Education Association and AFL-CIO

SBBC Proposal 02/20/2026
BTU -ESP Negotiations Session

TA @ 07 5/06/2026

ARTICLE 15
INSURANCE

A. **Coverage:** Benefits start the first of the month following up to ninety (90) days as a permanent, benefits eligible employee.

B. **Life Insurance:** The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of twenty thousand dollars ($20,000) and a maximum of fifty thousand dollars ($50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five times (5) the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the Board.

Each employee shall have the option, at the employee's expense, through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, in accordance and subject to the provisions of the group life insurance policy.

C. **Dental and Health ~~and Dental~~ Insurance:** The District shall pay the following premiums for individual employee's health and dental insurance:

1. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

   a. The District offers three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. The District will pay 100% of the cost of the health insurance premium equivalent for employee-only coverage ~~under any of the plans until December 31, 2019~~ for the Premier Choice Plan. Employees will have the option to select the Premier Plus Plan or the Premier Plan, to include employee contributions through payroll deductions Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage. In addition to the District agreeing to pay 100% of the cost of

the health insurance premium for employee-only coverage for the Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee for this supplemental coverage.

For future plans years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

b. All new employees ~~may~~ must elect to enroll in ~~a~~ the District-offered ~~plan of their choice subject to conditions for enrollment in such plan~~ Premier Choice Plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different medical plan during the upcoming Open Enrollment period, effective for January 1st of the following year.

2. Benefit levels, plan design, cost containment for the plan premium contributions and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory

Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

3. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, ~~A~~ an employee declining medical insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year~~. ~~Employees shall be responsible to maintain proof of continuing medical insurance~~. Employees choosing not to participate in the School Board of Broward County's ~~medical~~ health insurance program shall ~~be reimbursed at a rate of~~ receive up to seven hundred fifty dollars and no cents ($750) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, the~~n~~ employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

4. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

D. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. Each employee shall have the option, at the employee's expense through payroll deduction to purchase Enhanced Disability Insurance.

E. **Liability Insurance:** The District shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars ($500,000) for each employee in case of a lawsuit arising from or in the performance of the employee's duties.

F. **Annuity Programs:** The District shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

G. **Rate Increase:** Written notice of the final rate increase in health and dental insurance for dependent coverage shall be provided to each

employee within thirty (30) days of the date the increase is made known to the District.

H. **Employee Reimbursement:** If employees are attacked or assaulted or victim of theft or vandalism in the course of employment, the District will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing, or personal property up to $250 per employee per school year upon verification to the principal, unless the employee is otherwise reimbursed.

If an employee's vehicle is damaged while on the property of a District school, the employee will be reimbursed for the damage not to exceed $500 when it is determined that the damage was caused on School Board property. Employees will be reimbursed for damage not to exceed $500 when it is determined that the damage was caused off school board property while conducting school board business. Such determination may be made by either a School Resource Officer, a School Security Specialist, or a SIU investigator (as determined by the Superintendent), witness testimony or apprehension of the person(s) responsible for the damage. A maximum of $3,000 will be allocated to implement this Section for the school year.

I. **Group Insurance Plan:** Employees covered by the District's insurance plan(s) upon retiring from the District may elect to remain in the Group Insurance Program at the rates applicable to the entire group. The cost of such insurance shall be borne by the retiree~~, except that the District shall provide without charge for collection and remittance of premiums for such insurance~~. Applications must be submitted within thirty (30) days of retirement.

J. **Cafeteria Plan:** Employees who are full-time bargaining unit members including those on Board approved paid leave, but excluding those on sick leave or disability leave shall have access to the "Cafeteria Plan" established by the Board. Part-time unit members and members on unpaid Board approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The District will provide twenty-five dollars ($25) per month not to exceed $300 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars ($25) per month for each full month of employment.

2. The specific benefit components of the cafeteria plan shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits Department website.

K. **Vision Insurance:** ~~The District shall provide a vision care program in accordance with the terms and benefits provided in the summary plan description.~~ The District shall provide without cost to the employee a basic vision insurance program, in accordance with the terms and benefits provided in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan, at the employee's expense, through payroll deductions.

L. **Jurisdiction:** The Board and the BTU-ESP Unit agree that the Insurance Article shall be subject to annual negotiations through the Superintendent's Insurance & Wellness Advisory Committee (SIWAC).

M. ~~**Fourth Tier:** The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the District ends. Once all of the affected employees have left the employment of the District, the fourth tier shall be eliminated.~~

N. **Student Teaching:** The District shall pay the single coverage health insurance premium in the same manner prior to the commencement of the student teaching responsibilities for those education support professionals who are required to student teach in an effort to fulfill course requirements to become a teacher. The employee must be enrolled in a state certified program. No more than twenty-five (25) employees shall be granted this benefit annually.

Employees taking advantage of this program will be required to sign a letter of commitment to teach in Broward County for two (2) years.

Selection shall be based upon GPA; in the event of a tie, seniority shall prevail.

The parties will form a committee to develop all procedures, guidelines and other aspects governing the awarding of this benefit to paraprofessionals fulfilling the student teaching requirements in order to become teachers. Committee recommendations shall be subject to review and final approval by the Superintendent.

SBBC Counterproposal 5/6/26

~~BTU Proposal~~ – 05.06.26 -- Art. 22(B)(5)

An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School Board of Broward County's medical health insurance program shall be reimbursed at a rate of ~~seven hundred fifty dollars and no cents ($750)~~ one thousand ~~five hundred~~ dollars and no cents ($1,000) per year (optout dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

$1,000.00

TA
5/06/2026

PROGRAM ASSISTANT
SALARY SCHEDULE ~~2024-2025~~ 2025-2026

Level 1 - Associate Degree	Range	
	MINIMUM	MAXIMUM
Behavioral Technician	$21.13380	$31.92336
Broward Advisor's for Continuing Education (BRACE)		
Community Liaison		
Home Service Educator, Even Start		
Job Coach		
Job Coach, Educational Assistant		
Parent Educator		
Vocational and Career Advisor		

***Annual salary is determined based on employee's hourly rate, calendar and work hours.**

Level 2 - Bachelor's Degree	Range	
	MIN	MAX
Broward Advisor's for Continuing Education (BRACE)	$26.42115	$39.91007
Vocational and Career Advisor		

***Annual salary is determined based on employee's hourly rate, calendar and work hours.**

~~For the **2024-2025** school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

INCENTIVES - Special Education Centers

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

CLASSROOM ASSISTANT
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

		Range	
		MINIMUM	MAXIMUM
PAY GRADE 11	**H**	$15.83625	$22.51353
Classroom Assistants	***A**	$23,279.29	$33,094.90

The *Annual (*A) salaries listed are based on a seven and a half (7.5) hour workday and a ten (10) month calendar (196 days). Employees on a different workday/calendar shall determine annual pay using the hourly rate and the actual hours and calendar for the position.

Classroom Assistants increases will be based on the following guidelines:

~~For the **2024-2025** school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

THIS SALARY SCHEDULE IS SUBJECT TO THE PROVISIONS OF ARTICLE 17-M.

INCENTIVES

A. SPECIAL EDUCATION CENTERS

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

B. Supplements shall be pro-rated for employees who are hired after October 1st of the school year.

5/04/2026

TEACHER ASSISTANT
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

		Range	
		MINIMUM	MAXIMUM
PAY GRADE 13	H	$16.89200	$24.06540
Teacher Assistants	*A	$24,831.24	$35,376.14

The *Annual (*A) salaries listed are based on a seven and a half (7.5) hour workday and a ten (10) month calendar (196 days). Employees on a different workday/calendar shall determine annual pay using the hourly rate and the actual hours and calendar for the position.

~~Teacher Assistants increases will be based on the following guidelines:~~
~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

A. SPECIAL EDUCATION CENTERS

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

B. Supplements shall be pro-rated for employees who are hired after October 1st of the school year.

TA OF.
EP 5/06/2026

SSBC PROPOSAL
Medical Plan Design Model

TA 5/06/2026

Gallagher
Insurance | Risk Management | Consulting

Premier Plus		
Item	Current	Moderate Changes
Deductible Before Copays	No	Yes
Deductible	$250	$350
Out of Pocket Maximum	$2,000	$2,500
IP Copay	$250	$250
ER Copay	$300	$300
PCP Copay *	$25	$25
Specialist Copay	$45	$45
Pharmacy Copays - 30 day	$6/$10/$50/$75	$15/$25/$75/$120
Pharmacy Copays - 90 day	$6/$10/$100/$150	$15/$25/$150/$240
All Changes Combined		($25,306,560)

Premier	Current	Moderate Changes
Deductible Before Copays	No	Yes
Deductible	$500	$700
Out of Pocket Maximum	$2,500	$3,000
ER Copay	$350	$350
PCP Copay *	$25	$35
Specialist Copay	$45	$60
Pharmacy Copays - 30 day	$10/$50/$75	$20/$75/$120
Pharmacy Copays - 90 day	$10/$100/$150	$20/$150/$180
All Changes Combined		($3,030,930)

Total Impact Both Plan		($28,337,490)

** PCP Copay also applies to Behavioral Health, Physical Therapy, and Chiropract*

Red highlights represent proposed changes in plan design from the current plans.

5/6/26
SBBC Proposal
Session 3

	1.56%	1.96%	1.98%	2.13%	2.25%	2.25%	2.25%
Premier Plus							
	<25K	**25K - 50K**	**50K - 75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
Annual	$ 390.00	$ 490.00	$ 990.00	$ 1,600.00	$ 2,250.00	$ 2,820.00	$ 3,375.00
**10 month	$ 39.00	$ 49.00	$ 99.00	$ 160.00	$ 225.00	$ 282.00	$ 337.50
	3036	3683	10579	1478	348	160	28

	0.96%	1.20%	1.44%	1.28%	1.56%	1.82%	1.60%
Premier							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
Annual	$ 240.00	$ 300.00	$ 720.00	$ 960.00	$ 1,560.00	$ 2,280.00	$ 2,400.00
**10 month	$ 24.00	$ 30.00	$ 72.00	$ 96.00	$ 156.00	$ 228.00	$ 240.00
	274	354	960	112	31	15	1
Total	$ 1,249,800	$ 1,910,870	$ 11,164,410	$ 2,472,320	$ 831,360	$ 485,400	$ 96,900

** Illustrative Purposes Only

** Individual employees' bi-weekly deductions will vary based on payroll calendar.

TA 5/06/2026

ARTICLE 20
TERM OF AGREEMENT

A. This Agreement shall remain in effect through ~~June 30, 2026~~ June 30, 2027, at which time it will expire. This agreement shall be renewed automatically from year to year thereafter, unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract.

~~For the 2024-2025, and 2025-2026 school years, each party may select three (3) articles to be re-opened for negotiation purposes, in addition to Article 15 (Insurance) and Article 17 (Wages).~~

B. Either the School Board or the BTU-ESP may require commencement of negotiations, by written notice to the President of the Broward Teachers Union-Education Support Professionals or the Superintendent of Schools, respectively, prior to June 1 of each year.

Dated this 6th day of May, ~~2025~~ 2026.

The School Board of Broward County, Florida

Chair, ~~Debra Hixon~~ Sarah Leonardi

Dr. Howard Hepburn
Superintendent of Schools

~~David Azzarito~~, Chief Negotiator Dr. Ernie Lozano

Broward Teachers Union-
Educational Support Professionals

Anna Fusco, President

Roosevelt McClary, III, Chief Negotiator

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BARGAINING TEAM

Chief Negotiators

Dr. Ernie Lozano, Chief Human Resources Officer
~~David Azzarito, Chief People Officer~~

School Board Team Members

~~Dr. Ernie Lozano, Executive Director, Professional Standards & Labor Relations~~
David Azzarito, Executive Director, Professional Practices ~~Standards~~ & Labor Relations
Susan T. Rockelman, Executive Director, Talent Management
~~Susan Cooper, Specialist, Professional Standards & Labor Relations~~
Michael Walker, Specialist, Professional Practices & Labor Relations
Jeanette Capullo, Clerk Specialist B, Professional Practices & Labor Relations
Mauricio Hernandez, Specialist, Professional Practices ~~Standards~~ & Labor Relations
Debbie-Ann Scott, Manager, ~~Director~~, Compensation
~~Patricia Sapp, Clerk Specialist B, Employee~~ ~~Professional Standards~~ ~~& Labor Relations~~

BTU-EDUCATION SUPPORT PROFESSIONALS
BARGAINING TEAM

Chief Negotiators

Anna Fusco, President, Broward Teachers Union
Roosevelt McClary III, Broward Teachers Union

BTU-ESP Team Members

Daina Sanders, Chief of Staff, Broward Teachers Union
Vivian Walker, Teacher Assistant, Plantation Elementary
Valencia Williams, Teacher Assistant, Parkway Middle
Sherlet Moore, Behavior Technician, ESE Curriculum
Paul Bennett, Teacher Assistant, Fairway Elementary



COLLECTIVE BARGAINING AGREEMENT

Between

Broward Teachers Union-Education Support Professionals

And

The School Board of Broward County, Florida

~~2024-2025~~ 2025-2026 School Year

July 1, 2023 - June 30, ~~2026~~ 2027

EDUCATION SUPPORT PROFESSIONALS
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Appendix E	Program Assistant Salary Schedule
Appendix F	BTU-ESP Extended School Year Application
Appendix G	Request For Hardship Transfer (BTU-ESP)
Appendix H	Joint Orientation Program
MOU	Adult Teachers and ESPs Bonus
MOU	Best & Brightest K-12 Recognition Award
MOU	Pre-K Teachers and ESPs Bonus

PREAMBLE

This AGREEMENT, by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, hereinafter called the "Board" or the "District" and THE BROWARD TEACHERS UNION-EDUCATION SUPPORT PROFESSIONALS, hereinafter called the "BTU-ESP." Witnesseth:

WHEREAS, the Board and the BTU-ESP have negotiated in good faith, with the BTU-ESP acting as the exclusive agent for the educational support professionals included in the certified unit with respect to wages, hours, and terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

PURPOSE AND INTENT

It is the purpose of this Agreement to provide, where not otherwise provided by the Constitution of Statutes of the State of Florida or Board policies, for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, assure the continuous and efficient operation of the school system, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the District; however, this section shall be applied in accordance with Article 18 (c) of this Agreement and nothing provided herein shall deprive employees of their rights under Florida Statutes, Section 477.301.

ARTICLE 1
Recognition

A. The Board recognizes the BTU-ESP as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission (PERC) in Case No. AC-2009-008, Certification No. 295, CERTIFICATION OF REPRESENTATIVE FOLLOWING VOLUNTARY RECOGNITION AND ORDER TO NEGOTIATE, issued by PERC on the twenty-fifth day of March, 2009, as amended:

"INCLUSIONS: All education support professional employees employed by The School Board of Broward County, including Classroom Assistants, Certified Classroom Assistants, Teacher Assistants, Certified Teacher Assistants, Program Assistants, BRACE employees, Vocational and Career Advisors, Parent Educators, Job Coaches, Educational Assistants, Home Service Educators, Even Start, Community Liaisons, Social Educators and Community Social Workers.

EXCLUSIONS: All other employees of The School Board of Broward County."

B. **Definitions:** The terms listed below, when used in any provisions of this contract, shall be defined as follows:

1. Employee - Any employee in the BTU-ESP bargaining unit as defined and certified by PERC. Employees may also be referred to as bargaining unit members.

2. Superintendent - The Superintendent of the District or his/her designated representative.

3. District - The School District of Broward County, Florida. The District may be also be referred to herein as the "School Board" or the "Board".

4. Immediate Supervisor - The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by BTU-ESP. For purposes of grievance processing, the immediate supervisor shall be a school principal or center director.

5. Seniority - For purposes of this Agreement, seniority shall be defined as the longest uninterrupted service in the bargaining unit commencing upon completion of the employee's probationary period unless defined differently in a specific provision of this Agreement. Service shall not be deemed to be interrupted by any leave approved

and granted pursuant to this contract. An employee who leaves the unit for any position in the District or who is on layoff status retains earned seniority if he/she returns to the bargaining unit within one (1) year, and upon return, shall assume the accumulation of unit seniority. Employees who were probationary teachers, were released, are in good standing, and who have made a request in writing to Talent Acquisition Non-Instructional to return to a vacant bargaining unit position, will be offered a vacant position after all current bargaining employees whom have been placed on lay-off and have been offered one (1) of three (3) vacancies.

Such seniority being equal between or among two (2) or more employees, the additional criteria to be used, in the following order, shall be:

a. the longest total service in a BTU-ESP bargaining unit position in the District;

b. the longest total service in any permanent position of employment by the District;

c. the earliest date of application for any position of employment by the District.

6. Probationary Employee — For a newly hired employee, whether full-time or part-time, the probationary period shall be one hundred thirty one (131) workdays. During said probationary period, the Board may suspend, terminate, or issue corrective action to a probationary employee for any reason whatsoever except for lawful union activities. No claim will be made by the employee or by the BTU-ESP that the action was improper (See Article 6- Section Q).

   Probationary employees shall be eligible for insurance coverage after completing their forty-fifth (45th) workday. Probationary employees shall accrue sick leave, but shall not be able to utilize the leave until their seventy-fifth (75th) workday. Should the employee be terminated prior to the completion of their full probationary period, all leave shall be returned to the School Board.

7. Permanent Full-Time Employee - An employee who has satisfactorily completed his/her probationary period of employment, as defined in Section 6 above in a position which has no predetermined termination date and calls for the employee to work as defined in Article 6 of this Agreement.

8. Regular/Permanent Part-Time Employee - An employee who has satisfactorily completed his/her probationary period of employment

as defined in Section 6 above in a position which calls for the employee to work less than the normal work week but at least twenty (20) hours per week.

9. Temporary Full-Time or Temporary Part-Time Employee - An employee who has a predetermined termination date or who is hired exclusively for cafeteria duty as provided in Article 6, Section B.

   A temporary employee, except employees hired for cafeteria duty shall be automatically terminated by the School Board after one hundred twenty (120) workdays of temporary status, except when the employee is replacing a bargaining unit employee on disability income, workers compensation, or maternity leave. Temporary employees shall not be eligible for any fringe benefits (i.e., paid holidays, annual leave, sick leave, retirement, etc.).

10. Vacancy - When a permanent employee is sought to fill a permanent position.

11. Administrator - The Superintendent, Chief Officers, principals, directors or their subordinate managers or supervisors responsible for the various levels of administrative duties.

12. Substitute - A casual employee who replaces a permanent employee absent from duty as defined in Article 1, B-7.

13. Administrative Designee - An administrator designated by the school principal or chief supervisory administrator.

C. Bargaining Unit Clarification:

1. The BTU-ESP shall be notified prior to changes in position titles. The parties agree that changes in position classification titles only shall not affect membership in the bargaining unit. Either party may seek an amendment to the certification of the bargaining unit to include new titles and exclude those no longer in use.

2. The BTU-ESP shall receive copies of new non-instructional job descriptions approved by the Board, with an indication of whether such positions are to be included in the BTU-ESP bargaining unit.

   It is further agreed that as new position classifications are created by the Administration and the Board, the questions of inclusion within or exclusion from the bargaining unit shall be determined by reference to the Recognition Article of this Agreement and the job descriptions of those classifications. Where the parties agree that new positions be included in the bargaining unit, they shall

immediately seek an amendment to the certification of the bargaining unit to include the new certifications of employees. In the event the parties do not agree as to inclusion or exclusion, the BTU-ESP will immediately seek unit clarification from PERC.

ARTICLE 2
Management Rights

A. It is understood and agreed that the District possesses the right and responsibility to operate and manage all schools, departments and programs, and to direct the work forces. The rights, powers, authority, and discretion necessary for the District to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the District shall have the right to make administrative decisions.

B. Consistent with this Agreement, the management rights shall include, but not be limited to, the following:

1. Determine the purpose and mission of the Broward County School System, and the department and agencies under its jurisdiction.
2. Set standards of service to be offered to the public.
3. Establish employee job descriptions.
4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and corrective action.
5. Introduce new, improved or different methods and techniques of operation or work procedure.
6. Relieve employees from duty because of lack of work, lack of funds or for other legitimate reasons.
7. Take corrective action for just cause. (Note: See Article 9, Employee Corrective Action).
8. Hire, promote, transfer or assign employees.

C The parties agree that directing and managing the workforce is a management right. In the event that such an action occurs, and that action shall impact the wages, hours, terms or conditions of employment, the District will notify the BTU-ESP as soon as possible after a decision has been made. Both parties shall collaboratively discuss the implementation process to ensure that the impact to affected employees has been thoroughly discussed and reviewed.

ARTICLE 3
Procedure for Future Negotiations

A. **Mutual Commitment to Good Faith Negotiations:** Both parties agree to meet at reasonable times and places to negotiate in good faith effort to reach agreement in accordance with Florida Statute 447. During the course of negotiations, the parties or their designees agree to make proposals and counterproposals. Neither party shall be required to make a concession. Articles tentatively agreed to shall be initialed by each party and dated, and shall be set aside subject to ratification of the Agreement.

B. **Requests for Meetings:** No sooner than ninety (90) calendar days prior to the expiration date of the negotiated Contract, either party may notify the other of a desire to commence bargaining. A request from the BTU- ESP should be made in writing to the Chairperson of the Board and/or Superintendent. A request from the Board and/or Superintendent should be made in writing to the President of the BTU-ESP. Within five (5) days of receipt of the request by the Board and/or Superintendent, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the receipt of the request. Additional meetings shall be agreed upon by the negotiation's representatives as may be necessary to complete an agreement.

C. **Negotiation Teams:** Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary authority and power to make proposals, counterproposals and to reach tentative agreement on items being negotiated. The parties realize the Agreement shall only be effective subject to the ratification of the BTU-ESP and the School Board. The Negotiation/Labor Management team shall consist of no more than six (6) bargaining unit employees. Two (2) alternates may be assigned to attend sessions/meetings in the absence of a regular negotiations/labor management team member. The Negotiations/Labor Management team members shall be permitted to attend all negotiations/labor management sessions that occur during the regular work hours without loss of pay. However, no employee shall be paid overtime for sessions that extend beyond the regular workday. The BTU-ESP shall notify the Employee & Labor Relations Department at least twenty-four (24) hours in advance of that specific session when an alternate will be attending for a named regular team member, so that the proper release notification can be sent to the affected employee's work location.

D. **Access for Information:** The District agrees to make available to the BTU-ESP such public information as is requested by the BTU-ESP for developing meaningful negotiation proposals on behalf of the education support professionals, to gather information which may be necessary for the BTU-ESP to fulfill its obligation to effectively represent education support professionals in the processing of any grievance or complaint.

E. **Labor-Management Meetings:** Upon mutual agreement, three (3) representatives of the Administration and three (3) representatives of the Union will meet during the regular school year on an as-needed basis at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts ("SMEs") to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than one and one-half (1½) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitrations or corrective actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will alternate the location of the Labor Management meetings.

The Chairperson will jointly rotate between the Administration and the Union. The Chairperson will be responsible for conducting the meeting and distributing the agenda. Summaries of action plans will be shared between both parties.

ARTICLE 4
Grievance Procedure

A. **Definition:** Any claim by an employee(s), or the Union, that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance, as hereinafter provided.

Nothing in this Article shall be construed to prevent a bargaining unit member from processing his/her own grievance in person through this grievance procedure and having such grievance adjusted without the intervention of BTU-ESP, if the adjustment is not inconsistent with the terms of this Agreement, and if BTU-ESP has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance, and the BTU-ESP shall be provided with the resolution of such grievance in writing. However, only the Union may submit a grievance to arbitration.

B. **Exclusive Rights:** The parties agree that the BTU-ESP has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the BTU-ESP expressly waives its right in writing to process a grievance because the unit member is not a dues- paying member of the union. A copy of the waiver (Appendix A-2) shall be provided to the Director of Employee & Labor Relations. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

C. Procedure:

1. During all steps of this procedure, an employee may be represented by him/herself or by a BTU-ESP representative. Verbal reprimands and written reprimands, with the exception of those issued by the Special Investigative Unit (SIU), shall be grievable only through Step II of the grievance process. Said verbal reprimands and/or written reprimands will be held in abeyance as per Article 7, Personnel Files, Section A.

2. **Informal:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor within twelve (12) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

3. **Formal:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, a formal grievance may be invoked by the employee within five (5) working days of the informal discussion, on the form set forth in Appendix A-1, signed by the grievant and/or by a representative of the BTU-ESP, which form shall be available from the principal or the BTU-ESP. If an employee will not be represented by BTU-ESP and BTU-ESP is allowing the employee to proceed, the form attached at Appendix A-2 must accompany the grievance. If the grievance involves more than one (1) school building, a group of employees, or arises from an action above the level of the immediate supervisor, it may be initially filed with the Employee & Labor Relations Department at Step II and the informal discussion may be waived by BTU-ESP.

D. Steps of Formal Grievance Procedure:

1. Step I - Immediate Supervisor

   The grievant may submit to the immediate supervisor, a copy of the grievance form. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing to BTU-ESP within five (5) working days after such meeting.

2. Step II - Employee & Labor Relations Department

   If the grievant and/or BTU-ESP is not satisfied with the disposition of the grievance, or if no disposition has been made with the specified time limit, or if Step I has been omitted, the grievance shall be submitted to the Employee & Labor Relations Department within five (5) working days of the disposition of the immediate supervisor or expiration of the time limit. Within five (5) working days of receipt of the grievance, the Employee & Labor Relations Department shall meet with the grievant. Within five (5) working days of said meeting, the Employee & Labor Relations Department shall indicate the disposition of the grievance in writing. If the parties reach a mutual resolution, it shall be in writing, signed, dated and distributed to the BTU-ESP and the School District. Upon resolution, processing of the grievance shall automatically terminate.

3. Step III - Arbitration

   a. If the grievant or BTU-ESP is not satisfied with the disposition of the grievance by the Employee & Labor Relations Department or if no disposition has been made within the specified time limit, the grievance may be submitted only by

the BTU-ESP to arbitration before an impartial arbitrator within seven (7) working days of the written disposition at Step II or the expiration of the time limit. The seven (7) working days will commence from the postmark affixed to the Step II answer envelope by the U. S. Postal Service or the date of an email forwarding the disposition.

b. Selection of Arbitrator: If the parties cannot agree to an arbitrator within five (5) working days from the notification date, that arbitration will be pursued, the arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service ("FMCS") or the American Arbitration Association ("AAA") in accordance with the rules of the respective organization, which rules shall likewise govern the arbitration proceedings.

c. **Power of Arbitrator:** The arbitrator shall limit his/her decision to the application and interpretation of this Agreement and shall have no power to modify, alter, add to, or subtract from the provisions of this Agreement.

d. **Cost of Arbitration:** If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA and FMCS filing fees, shall be paid by the District. However, if the arbitrator sustains the District's position, all fees and expenses of the arbitrator and all filing fees shall be paid by the grievant or the Union. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur. The parties may, by mutual agreement, agree to share the cost of the arbitration.

e. **Witnesses:** Employees required to testify will be made available without loss of pay; however, whenever possible they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant(s). Nothing provided herein shall prevent a witness from being recalled to testify. In group grievances, the group of employees shall be represented by the BTU-ESP and one (1) member of the group.

f. **Disclosure of Information:** Neither the District nor the Union shall be permitted to assert in such arbitration proceedings any grounds or rely on any evidence which has not previously been disclosed to the other party.

g. **Award:** Both parties agree that the award of the arbitration shall be final and binding.

h. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The specific procedures covering all aspects of the expedited arbitration hearing must be mutually agreed to by the parties prior to the scheduling of the hearing.

i. The parties may, by mutual agreement, establish the procedures as well as the working guidelines to select and utilize a panel of arbitrators. The panel of arbitrators would be reviewed every two years at which time the parties, by mutual agreement, may make changes to the panel.

E. General Provisions:

1. It is the mutual intent of the Union and the Board to resolve all grievances at the earliest possible level of the grievance procedure.

2. **Time Limits:**

a. The time limits provided in this article shall be strictly observed, but may be extended only by mutual written agreement of the parties. All formal grievances must be appealed to the next step within the specified time limits. Failure to do so shall deem the grievance resolved on the basis of the disposition at the previous level. Failure of the administration to respond within the specified time limits shall permit the grievant to appeal to the next level.

b. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Employee & Labor Relations Department shall use best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

c. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to permit such person(s) to be present.

3. **Grievance Meetings/Conferences:** When grievance meetings, conferences or hearings are scheduled during school hours, employees required to testify shall be excused without loss of pay or accumulated leave for that purpose.

4. **Discrimination:** The provisions of the Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, handicap or marital status.

5. **Employee Rights:** All employees will be entitled to fair, reasonable, and equitable treatment in the processing of grievances. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to corrective action or reprisal because of such participation or intention. The grievance response or final grievance disposition will be placed in the employee's personnel file. All other documents related to the grievance will be placed in a separate grievance file.

6. **Adjustment/Resolution:** Adjustment or resolution of any grievance herein shall not be inconsistent with the provisions of this Agreement.

7. **Expiration of the Agreement:** Notwithstanding, the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

F. **Waiver:** If the BTU-ESP waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the union, the employee may carry the case forward if BTU-ESP signs the form attached in Appendix A-2, but the employee may be responsible for all arbitration costs pursuant to the provisions in Section E above. Under such circumstances, the BTU-ESP shall not be responsible for arbitration costs associated with the specific grievances.

ARTICLE 5
Employee and BTU-ESP Rights

A. **Rights Under the Law:** Nothing contained herein shall be construed to deny to any employee rights granted under the Florida School Laws or Laws or other applicable laws and regulations.

B. **Information to Union:** The Board agrees to furnish the BTU-ESP with the following at a charge not to exceed that authorized by Florida Statutes, Section 119.07 along with any other information requested by BTU-ESP allowable under state statute and other applicable laws:

First Name/Last Name
Home Address
Home Phone Number
Work Location
Job Classification
Personnel Number
Dues Deduction Amount
Employment Date
Bargaining Unit Date

Such information shall be sent via electronic format on a quarterly basis.

C. **Use of School Buildings:** The BTU-ESP and its representatives shall be permitted to hold monthly meetings with all ESP employees before school hours, after regular school hours, or at other reasonable times determined by the principal provided that such use does not disrupt school operations or result in overtime compensation to other staff who may be required to be present while the school remains open for use. If rental is charged, it shall be in accordance with Board policy.

D. **Use of School Facilities and Equipment:** The BTU-ESP and its representatives may, upon approval of the principal, have the right to use school facilities and equipment, including computers, copiers, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU-ESP shall, upon request by the principal, pay for the reasonable cost for such use and for all materials and supplies incidental to such use. Whenever possible, employees shall have the right to access District e-mail from designated computers at the work location with the understanding that student contact time shall not be interrupted. The Principal/Designee shall designate which computers are allowed for employee use. If more employees exist than computers for designated use, the Principal/Designee may rotate employee use on such

equipment on a basis that provides equal time among all affected employees.

E. **Use of Bulletin Boards and Mailboxes:**

1. **Bulletin Boards:** BTU-ESP shall have the right to post notices of activities and matters of BTU-ESP concern in a designated area assigned by the school principal at each school or center. Only official materials from BTU-ESP or its affiliate may be posted. (Notices endorsing any national, state or local political candidate shall be prohibited.)

2. **Mail Services:** BTU-ESP may use the District mail service, including employee mailboxes, for official communication to education support professionals, provided the BTU-ESP complies with all provisions of the Private Express Statutes, including postage requirements. The parties agree that should the Private Express Statutes change regarding required postage, this provision shall be modified accordingly. BTU-ESP and the District shall develop guidelines for this service and for appropriate charges prior to implementing the use of the mail service.

3. BTU-ESP Stewards shall be permitted to access and utilize their location electronic mail as it related to their roles as union representatives. The following rules shall apply for such usage:

   a. BTU-ESP Stewards shall abide by Florida Statute, School Board Policy 5306, School and District Technology Usage, and the provisions of Article 5, Employee and BTU-ESP Rights.

   b. The first violation of the provisions outlined in subsection a. above shall result in a written warning to the offender with a copy to the President of the BTU-ESP and the Director of Employee & Labor Relations.

   c. A second violation of the provisions outlined in subsection a. above shall result in a three (3) month suspension of electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified when such action is taken.

   d. A third violation of the provisions outlined in subsection a. above, shall result in a six (6) month suspension of the District electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified when such action is taken.

e. A fourth violation of the provisions outlined in subsection a. above shall result in permanent suspension of the District electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified in writing when such action is taken.

F. **Transaction of BTU-ESP Business:** Duly authorized representatives of the BTU-ESP may, with the approval of the principal, be permitted to transact official BTU-ESP business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations.

G. **Board Furnished Materials:** The Board agrees to make available to the BTU-ESP, Board agendas furnished other organizations and minutes of Board meetings; names and addresses, and telephone numbers of all employees; salaries paid thereto and years of service; and other such specific publicly available information, as will assist BTU-ESP in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU-ESP to process any grievance.

H. **Right to Address the School Board:** The BTU-ESP may appear on the Board agenda to discuss Board business. In order to do so, the Superintendent must be contacted at least ten (10) days in advance of the Board meeting in order that an administrative review may be conducted and the item placed on the official Board Agenda. The presentation shall be limited to the topic listed.

I. **School Visitation:** The BTU-ESP President and/or other BTU-ESP representatives may, with the approval of the principal, be allowed to visit schools to investigate employee concerns, problems or for other purposes relating to BTU-ESP affairs.

J. **Payroll Deduction:** The District shall, upon written authorization of the employee, deduct BTU-ESP dues. The BTU-ESP shall furnish, distribute, and process authorization forms, said forms to be filed by BTU-ESP with the Payroll Department. Employees who desire to become members of the BTU-ESP shall file their authorization form with the BTU-ESP. Pursuant to such authorization, the District shall deduct such annual sum as authorized in equal payments according to a schedule mutually agreed to by the parties from the employees regular salary check, beginning with the first pay check in the pay period following date of authorization for new members. Such authorization shall continue in effect from month to month, thereafter unless revoked by the employees in writing to the BTU-ESP and to the Payroll Department, not less than thirty (30) days prior to

the next payroll cutoff date. The deductions shall be remitted not less frequently than monthly to the BTU-ESP, with a list of members and the amount deducted year-to-date.

The right to such dues deduction shall be granted exclusively to the BTU-ESP and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU-ESP shall notify the Payroll Department of the amount of any change in annual dues to be deducted not later than the last workday of the month prior to the month in which such change becomes effective. The BTU-ESP agrees to indemnify and hold harmless the Board, each individual Board Member and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU-ESP special services programs, or any other plans or programs approved by the BTU-ESP and the Board as a part of this Agreement or additional programs approved by the Board that are not a part of this Agreement.

K. **Non-Retaliation Clause:** An employee shall not be subject to warning, corrective action, retaliation or harassment because of his/her participation in BTU-ESP activities and/or participation in the grievance (Article 4) process. All grievances or complaints arising from this provision shall be processed through procedures established under Chapter 447 of Florida Statutes.

L. **BTU-ESP Exclusivity:** The rights granted to BTU-ESP in this Agreement shall be granted to BTU-ESP exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.

M. Principals or other appropriate administrators shall be responsible for immediately reporting to the Superintendent, through Special Investigative Unit (SIU), any person who (1) commits assault or battery upon any employee, or upbraids, abuses or insults any employee during employment, on school property or at a school activity, and (2) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof. SIU shall make an immediate investigation. If the investigation indicates that the charges are warranted, the Superintendent

shall assist the insulted person in filing charges against the individual who committed the insult/assault.

N. The District agrees to furnish the BTU-ESP, three (3) times each year, November 1, February 1 and March 15, two (2) full file information rosters of bargaining unit members, (one (1) in alphabetical order by location - one (1) in alphabetical order); at no cost to the BTU-ESP.

O. The Vice-President of the BTU-ESP, Local Union Executive Officer, the President of the state affiliate, and the Executive Officers of the national affiliate shall be granted temporary duty leave for their respective term of office. Upon return from leave the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position within the scope of the employee's job classification. Such employee shall have the right to continue participation in the retirement system and insurance programs of the District, as well as to receive credit for salary increment, all as if in actual service to the District. The BTU-ESP shall reimburse the District for the actual cost of such employee's salary and benefits.

P. **Student Pick Up and Drop Off:** Education support professionals shall not be required to open and/or close automobile/van doors for students, load or unload children from vehicles, secure children in car seats, or load and/or unload student supplies. This section shall apply only to students picked up or dropped off in a private vehicle.

Q. **Physical Restraint of Students:** When a need for physical restraint training is identified, the Principal/designee shall seek the approval through the Office of School Performance and Accountability (OSPA) for a designated team to be certified. At least one (1) education support professional employee may be given the opportunity to be a member of the team. Physical restraint procedures shall be performed for the duration of the certification period for each designated team member.

R. **Professional Development**: When it does not adversely impact the operation of the school or the school's budget, principals shall approve requests from education support professionals to receive job-related training during normal work hours that will enhance or improve their ability to perform the duties required of their job. Requests for training shall not be unreasonably denied and may be subject to the grievance procedure.

S. **District Mandatory Child Abuse Reporting/Employee Protection:** Employees have a duty to report child abuse to the child abuse hotline at 800-962-2873 and the employee shall not be retaliated against for making such report. In addition, such information may also be reported to the

principal/designee. The confidentiality of information reported to The Department of Children and Families (DCF) shall be maintained in accordance with the Florida Statutes, Section 39.202.

T. **Domestic Violence Leave:** The parties mutually agree that upon approval of and in alignment with a School Board policy on Domestic Violence Leave, the three (3) days of leave as outlined by Florida Statute shall be paid leave for employees who are victims of domestic violence as defined in Florida Statutes, Section 741.28.

U. **Parking/I.D. Passes:** The President of the Broward Teachers Union-Education Support Professionals (BTU-ESP), full-time paid professional staff, and employees serving on District committees shall receive parking and identification passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The BTU-ESP shall provide a written list of paid, professional staff members, District committee members, and the name of the President of the Union to the Chief Human Resources & Equity Officer.

V. **Student Ratio To Education Support Professionals:** When the number of breakfast/lunch participants exceeds one hundred (100) students at one sitting, the principal will consider allocating additional education support professionals to the breakfast/lunch program. The decision to allocate additional education support professionals shall be at the sole discretion of the principal/administrator.

W. **Super Seniority for Stewards:** Whenever possible stewards shall be given super seniority exemption from layoff. By March 1st the BTU-ESP will provide the Superintendent with a list of official building representatives. Should the stewards vacate their position for any reason, the BTU-ESP shall notify the Superintendent and provide a replacement name.

X. **Custodial Duties:** ESP employees shall not be required to perform custodial duties outside the scope of the job expectations for their position such as, but not limited to, cleaning floors or furniture, emptying trash, washing bathroom facilities, changing light bulbs, dusting, and wiping desks, when such duties are not directly related to the instructional program, student activity or service they support.

ARTICLE 6
Terms and Conditions of Employment

A. **Workday:** The workday of permanent full-time employees shall be seven and one-half (7-1/2) consecutive paid hours, including a lunch period of thirty (30) consecutive minutes. The lunch period shall be duty-free except under emergency circumstances. During the lunch period, employees shall not leave the school grounds without permission of the principal. In the case of employees whose jobs, because of Federal grant requirements, require hours of work not in conformance with the above, they shall have a standard workday of not more than seven and one-half (7-1/2) hours including a duty-free, uninterrupted, paid lunch period of not less than thirty (30) consecutive minutes.

The workday of employees shall be no longer than seven and one-half (7-1/2) hours in accordance with Section A above. The workday of employees shall be no less than seven (7) consecutive hours for 187 and 196 calendar-day employees or with the exception of summer school or ESP employees hired to work part-time (e.g., employees hired to work cafeteria duty). The workday of employees hired for the exclusive purpose of cafeteria duty shall be no shorter than four (4) consecutive hours. Substitute employees, part-time employees, temporary employees or volunteers shall not be employed in or assigned to a position to avoid the employment of a full-time employee when such employment would circumvent any provision of this Agreement. If a four (4) day work week is implemented during the summer months, this schedule may be compressed into that period. Said compression shall not result in the reduction of salary or benefits.

B. **Cafeteria Duty Assignment:** Certified Classroom Assistants, and Certified Teacher Assistants will have cafeteria duty for no more than 90 minutes per day, when feasibly possible except in the following cases: because of Federal restrictions or where ESPs have been hired either on a partial basis or exclusively for cafeteria duty. A rotation list shall be posted. To ensure the safety of all students, ESPs who are assigned to Head Start, unique, or special needs students (including autism) are excluded from cafeteria assignment beyond their specific student assignment(s). Such cafeteria duties shall be performed within the appropriate ESP job description. For example, these ESPs shall not wipe tables, run the trash compactor, or mop floors.

C. **Breaks:** Employees working for five (5) hours to seven and one-half (7-1/2) hours shall receive two (2) fifteen (15) minute breaks per day. One (1) break shall be in the morning and one (1) shall be in the afternoon unless there is mutual agreement between the affected administrator and

ESP(s) to schedule one (1) thirty (30) minute break in the morning or afternoon. All employees working less than five (5) hours shall be granted one (1) fifteen (15) minute break.

D. **Lunch Period:** Employees who work five (5) hours or more shall be granted a thirty (30) minute, duty-free, uninterrupted lunch period, which may or may not be during the normal lunch hours.

E. **Basic Annual Work Calendar:** Effective the 2025-2026 school year, the basic annual work calendar for employees shall be one hundred and eighty-nine (189) days, including six (6) paid holidays. If a principal/administrator, at his/her sole discretion, wants to extend an employee's annual work calendar, qualification, attendance, reliability, and seniority in the District shall be among the criteria considered by the administrator in granting the extension. Current employees shall be given first consideration in filling the position. Employees shall receive written verification of their calendar starting date, unit seniority date, number of hours contracted to work per day, and location, by the last workday of May of each year and/or in accordance with approved action taken by the District. Upon the conclusion of collective bargaining between the BTU-ESP and the District each year, the negotiated salary schedule and other amended articles shall be distributed to bargaining unit members in accordance with the applicable provisions of this contract.

New employees hired after the last workday of May of each year shall receive the information specified above, in this section, no later than ten (10) days after the Board approves their employment.

F. **Employee Dismissal:** Any permanent employee who is dismissed for disciplinary reasons or as a result of performance evaluation shall be notified in writing of said dismissal, which shall include the specific reasons for dismissal.

G. **Experience Credit:** An employee who resigns in good standing or is laid off, if re-employed within two (2) years from the effective date of such resignation or layoff, shall be granted experience credit on the salary schedule for all previous experience granted, as an ESP employee, but shall not be granted credit on the salary schedule for time not worked by virtue of layoff or resignation.

H. **Just Cause:** No employee shall be dismissed, be reduced in rank, be reduced in compensation, suffer loss of any terms and conditions of employment, or otherwise be deprived of any advantage of other employment benefit, without just cause.

I. **Complaints Against An Employee:** No action against an employee shall be taken on the basis of an unverified complaint by a parent or student or other individuals, or any notice of such action or complaint shall be included in the employee's personnel file or any evaluation report, unless the matter is first reported to the employee in writing, and the employee has had an opportunity to discuss the matter with his/her administrator. No investigation of an employee beyond preliminary inquiry by Special Investigative Unit (SIU) may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation.

J. **Student Discipline/Employee Protection:** The principal shall have the responsibility for maintaining overall discipline within the school setting. Further, the principal may delegate to the employees such responsibility for control and direction of the student as he/she considers desirable or as required by District policy and rules. When and where such responsibility has been delegated, the employee shall be supported in any reasonable action he/she may take. An employee shall be accorded the same protection of law and support of the District that is accorded certified teachers when under the direction and/or supervision of the Board or its agents.

Reporting Incidents:

1. The employee shall immediately report any cases of: 1) assault and battery upon an employee, and any person (excluding students) who abuses/insults employees, and 2) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof the Principal or other appropriate administrator. The District shall advise the employee concerning his/her rights and obligations with respect to such alleged actions and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement.

2. The employee shall immediately report any threats of a violent nature made against him/her to the Principal or appropriate administrator. The administration shall immediately notify SIU of the alleged threat of violence against the employee. The District shall advise the employee concerning his/her rights and obligations with respect to such alleged actions and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement.

K. **Covering Classes:** The District will comply with all provisions of Florida Statutes, Section 1012.37 which states, "A district school board may appoint education paraprofessionals to assist members of the instructional staff in carrying out their duties and responsibilities. An educational paraprofessional shall not be required to hold a teaching certificate. An education paraprofessional, while rendering services under the supervision of a certified teacher, shall be accorded the same protection of laws as that accorded the certified teacher. Paid education paraprofessionals employed by a district school board shall be entitled to the same rights as those accorded non-instructional employees of the district school board." The parties agree that the collective bargaining agreement shall be consistent with any future changes in the statute.

An education paraprofessional shall not be utilized for in-classroom teaching or supervisory responsibilities over a classroom of students except in those most extreme circumstances. In the event that an emergency arises that requires an education paraprofessional to cover a class for more than a few minutes, the principal must provide a memorandum to the Office of School Performance & Accountability, after the fact, which justifies the classroom coverage. The memorandum must also include the total time period that the education paraprofessional was in the classroom without a teacher, the name of the education paraprofessional, and the regularly assigned teacher.

L. **Rest Areas:** Lounges and/or other areas designated by principals as places where faculty and other staff may eat or rest, except teacher planning areas, shall be available to ESP employees for the same purpose. All ESPs shall have a secured area (i.e. locker/cabinet) with all day access to lock up personal belongings during their workday.

M. **Off-Street Parking:** Whenever possible, off-street parking facilities owned by the District shall be provided for employee use at each school.

N. **Telephones:** Telephones for the purpose of school business shall be available in each school for ESP employee use. Bargaining unit members may use school phones for personal, local calls before and after the official workday, during breaks, duty-free lunch or in emergencies, provided that there are no charges to the school associated with said phone calls.

O. **Temporary Employees:** Temporary employees who are eventually placed in vacant positions shall have all time accrued as a temporary employee credit to their calendar probationary period, provided such service is continuous at the same work location and leads directly to filling a vacancy. The seniority date for such employee shall be the first day after completion of the required probationary period.

P. **Probationary Employees:** Probationary employees who are hired and receive satisfactory evaluations but work less than the probationary period in a school year shall have all days previously worked as probationary credited to their probationary period if rehired during the subsequent school year in a bargaining unit position.

Q. **Labor Management:** The parties mutually agree to discuss the creation and implementation of a substitute list for Education Support Professionals.

ARTICLE 7
Personnel Files

A. **Number of Files:** There shall not be more than two (2) personnel files (the official file and the site file) maintained for each employee. The official file will be maintained at the Human Resources Support Services Department. The site file shall be kept in the principal's or director's office at the school or other location where the employee is then employed. Each document placed into either file shall be in accordance with Florida Statues, Section 1012.31. When the employee transfers to another school or site within the District, the site file will be transferred with the employee.

B. The affected employee will receive a copy of the corrective action. Said document(s) shall be held in abeyance unless the offending behavior recurs or other disciplinary action is taken, within one (1) year of issuance, in which case all documents will be placed in District personnel file(s). If a verbal reprimand or a written reprimand is held in abeyance, and the offending behavior does not recur and there is no other corrective action within one year from issuance, the original document will be delivered to the employee at the end of one year from the time of issuance. NOTE: Verbal reprimand and/or written reprimands based upon a serious breach of conduct which is of a criminal nature, or compromises the health and/or safety of any individual, or is issued by the Special Investigative Unit shall be grievable beyond step II and will not be forwarded to the employee's District personnel file until completion of the grievance procedure (if exercised).

C. **Anonymous Items:** No item from an anonymous source may be placed in the personnel file.

D. **Notification to Employees:** An employee has the right to answer in writing any materials in his/her personnel file. An employee has the right to request that the Superintendent or his designee make an informal inquiry regarding material in his personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his findings.

Letter(s) of reprimand, letters of complaints from any source, or other items detrimental to an employee's employment status, shall not be placed into an employee's personnel file until the employee has had an opportunity to read and/or sign the item. An employee's refusal to sign any such item does not restrict the right of the District to place these items into the appropriate personnel file. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents unless otherwise indicated.

E. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of the BTU-ESP may accompany the employee in such review and may, upon written authorization by the affected employee, review and reproduce any contents of an employee's personnel file.

The District shall charge the employee or representative for all copies requested and duplicated. The rate shall be established by the District.

F. **Prohibited Materials and Remedy:** Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. An employee has the right to answer in writing any materials in a personnel file, and the answers shall be attached to the file copy. An employee has the right to request that the Superintendent or the Superintendent's designee make an informal inquiry regarding material in the employee's personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his or her findings.

ARTICLE 8
Employee Evaluation

A. **Purpose:** One or more performance evaluations of employees shall be conducted in accordance with the procedure herein to appraise effectiveness in the performance of assigned duties and responsibilities; to improve performance; recognize superior performance, identify job performance problems; improve communications between administrators and employees; and to provide timely and accurate information which may be used in the making of personnel decisions related to employee performance.

B. **Procedure:**

1. Within each school or center, the administrator or his/her administrative designee shall be responsible for evaluation of employees assigned to that school or center. Observations by a teacher may form part of the evaluation, provided that teacher has worked directly with the employee in the educational setting during the evaluation period. Evaluation of employees by any other persons shall not be conducted or condoned by the Board or District Administrator, nor will any action be taken against an employee based on such unauthorized evaluation. When teacher input indicates need for improvement, an administrative observation will be conducted as in B-4(a) of this Article.

2. Each new bargaining unit member shall be given a copy of the evaluation form as set forth in Appendix B on or before September 30 of each year. Employees hired after September 30 shall be given a copy of the evaluation form within fifteen (15) workdays after the first day of work.

3. Evaluations shall be conducted between October 15 and not later than one (1) week prior to the end of the school year for every permanent full-time and part-time employee. Permanent employees shall be evaluated at least once during the school year. Employees who were rated "Needs Improvement" on their last evaluation and who are reappointed, shall be evaluated during the last semester of the next school year.

4. a. When classroom observations are conducted by the principal or administrative designee, employees shall be observed for the purpose of evaluation. When a teacher indicates to a principal/administrator that an employee's classroom performance needs improvement or is unsatisfactory, the principal/administrator must observe the employee for a

minimum of thirty (30) minutes. If after the classroom observation, the principal/administrator agrees with the teacher, a follow up conference with the employee will be conducted within ten (10) working days.

b. Principals may conduct observations other than those specifically required at any time during the school year. Any such observations which are to be used for evaluation purposes shall be recorded on the evaluation form.

5. The contents of the evaluation form shall be the same as Appendix B attached.

6. Prior to the evaluator's completing the evaluation form, he/she shall conduct a post-observation conference to discuss the observation and the employee's performance. After such discussion and upon completion of the formal evaluation, the evaluator and the employee shall sign the report, with a copy to the employee before it is placed in the employee's personnel file.

   The evaluator shall explain to the employee what actions may be expected if performance does not improve. In addition, the administrator shall establish a time period for employee remediation. At the completion of that date, the evaluator shall meet with the affected employee.

7. Upon request of the employee, the evaluator shall schedule a follow-up conference at which time the employee may be represented. Any change in the evaluation as a result of this conference shall result in the evaluation form being redone and attached to the original if the original is already in the employee's official personnel file. The final evaluation shall be treated in a manner consistent with this Article.

8. Failure or refusal of an employee to achieve a satisfactory level of performance or to meet the requirements of his/her job description and duties shall be adequate justification for termination of employment. Any dismissal of an employee based on unsatisfactory performance shall be limited to the causes specified in the employee's Notice of Dismissal under Article 6, Section F of this Agreement.

9. **Employee Response:** If the employee objects to the contents of his/her evaluation, he/she may place such objections in writing and attach it to the evaluation form within ten (10) days from the date of the evaluation conference.

C. **Probationary Period:** Any probationary employee not given written notification of a dismissal on or before the end of the employee's probationary period shall become a permanent employee.

ARTICLE 9
Employee Corrective Action

A. No regular/permanent employee shall receive corrective action without just cause. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the BTU-ESP is present. It is the employee's responsibility to have a BTU-ESP representative present within three (3) working days of such request.

B. **Harassment:** Employees shall not be subjected to harassment, abusive language, upbraiding or insults. Administrators shall not be considered in violation of this section and will remain professional at all times, even when providing input during a performance evaluation meeting with an employee.

Administrators shall not express unnecessary complaints or criticisms concerning an employee in the presence of other employees, students, or parents.

The District and its employees shall comply with the School Board approved policy regarding Anti-Bullying and Harassment.

C. **Harassment of Steward(s):** Steward complaints under this paragraph shall not be subject to the provisions of Article Four but shall be directed to the Office of School Performance & Accountability for final binding decision. The BTU-ESP shall provide a list to the Superintendent not later than March 1st of each year containing the names of the official BTU-ESP stewards at each school. The BTU-ESP will provide the Superintendent with the names of the new stewards who are replacing another steward whenever such action is necessary.

ARTICLE 10
Holidays

A. During the term of this Agreement, the school calendars for bargaining unit members shall include six (6) paid holidays, except for bargaining unit members on a twelve (12) month calendar, in which case holidays and days off shall be observed as provided in the employee's calendar.

B. Pay for holidays observed by employees on the active payroll shall be computed on the basis of the employee's regular scheduled hours of work and calendar.

C. The District agrees to annually consult with the BTU-ESP President/Designee, prior to the adoption of the school year calendar, for the purpose of giving input from education support professionals.

ARTICLE 11
Emergency School Closing

The Superintendent of Schools shall exercise full authority granted under Section 1001.42, Florida Statutes, as amended, to close any or all schools during an emergency. When emergencies arise and the Superintendent decides to close any or all schools, the Superintendent shall immediately notify the School Board of the action taken and the reason therefore and immediately implement administrative procedures which will include announcements over local television and radio stations when such services are made available, in order to alert personnel, students, parents and the community.

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God and nothing shall require educational support professionals to report to work in such circumstances.

When one (1) or more schools or school offices are officially closed by the Superintendent, the employees are not required to report; no leave days previously arranged by an employee will be deducted for such emergency days.

When the emergency closing results in a day or days off for employees, necessary amendments to the calendar shall be made to coincide with the amendments to the calendar for instructional personnel. During the time of a declared emergency, educational support professionals shall be eligible for Declared Emergency Leave in accordance with School Board Policy 4412.

ARTICLE 12
Leaves

A. **Sick Leave:** Any educational support professionals employed on a permanent basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so. The following provisions shall govern leave:

1. Each educational support professional on a full-time permanent basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall earn one (1) day of sick leave for each month of employment, which shall be credited to the educational support professional at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. If the educational support professional terminates, resigns or retires prior to accruing the four (4) days of sick leave, the School Board shall withhold the employee's daily rate for the leave days used but not earned by the employee. The educational support professional shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an educational support professional may accrue. Educational support professionals who are temporarily absent from school for any reason shall, if possible, notify the principal or his/her designee at least two (2) hours prior to school openings. Failure to call and report absence(s) may be considered an unexcused absence and may be cause for corrective action.

2. An employee shall have the right to use sick leave in half-day or full-day units, for the purpose of medical or dental appointments.

3. If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

   An abuse of sick leave is defined as a pattern or series of absences which occur over an extended period of time, and on a regular and predictable basis and without adequate justification. For example, a regular and predictable basis would be: sick leave being used as soon

as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist the employee may be subject to corrective action as per Article 9.

B. **Personal Reasons Leave:** Bargaining unit members shall be granted up to six (6) days leave each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be noncumulative. Unit members shall not be required to give reasons for personal reasons leave, except that the leave is for "personal reasons."

1. Notification of intent to use personal reasons leave shall be submitted to the administrator no later than twenty-four (24) hours prior to the day the employee wishes to have off, except for an emergency, as determined by the principal.

2. Personal reasons leave shall not be granted on the day preceding or following a holiday, the week prior to or during FSA Testing, nor during the first or last week of school, except in emergency situations. This may only be waived by mutual agreement between the affected employee and the principal. Employees leave requests during these excluded periods shall not be unreasonably denied.

C. **Terminal Pay:** Any employee at retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay.

1. Such terminal pay shall not exceed an amount determined as follows:

a. During the first three (3) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

b. During the fourth (4th) through sixth (6th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of accumulated sick leave earned after July 1, 1994.

c. During the seventh (7th) through ninth (9th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

d. During the tenth (10th) through the twelfth (12th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

e. During and after the thirteenth (13th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

f. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This

Agreement requires the retiring Board employee to seek, accept and cash the first retirement benefit check issued by the Florida Retirement System. The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: At the time sick leave is earned shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

D. **Illness in the Line of Duty:** Any permanent educational support professional shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave day may be granted by the Board.

Any employee absent on such leave shall reimburse the District for any Worker's Compensation payments received for the period. Paid holidays, occurring during such leave, shall not be included in the computation of the number of days with respect to when such leave is applicable. A substantiating statement by a physician and a corroborating statement by the principal shall be required prior to approval of said leave, except that the corroborating statement of the principal may be subject to the grievance procedure.

E. **Maternity/Personal:** A personal or maternity leave without pay and not to exceed one year shall be granted to an employee for the purpose of childbearing and/or child rearing, as follows:

1. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required duties and responsibilities.

2. All or any portion of leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.

3. An employee shall be entitled, upon request, to personal leave to begin at any time between the birth of the child and up to one (1) year thereafter.

F. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena. If released by 12 noon, the employee shall contact his/her principal for possible assignment that day.

G. **Computation of Pay For Leave:** Paid leave for each employee shall be computed on the basis of the employee's regularly scheduled hours of work and assigned calendars.

H. **Military Reserve Leave:**

1. Any employee who is a member of national military reserve unit or National Guard shall be allowed up to seventeen (17) days leave without loss of pay or other accumulated leave, when ordered to active duty by the appropriate unit during the regular term. At the Board's discretion, the leave period may be extended up to thirty (30) days. An employee required to report for a physical examination under any selective service law shall be granted leave without loss of pay or other accumulated leave for time required for this obligation.

2. Employees who are reservists called to active duty shall receive pay to supplement their military pay in the amount necessary to bring their base salary, inclusive of their base military pay, to the level earned at the time they were called to active duty. Base salary shall be defined as the employee's main job with the School Board.

3. Employees on active duty shall be eligible to continue their School Board Health insurance coverage by paying the employee's share of any cost of such coverage.

4. During the period of leave required by the call-up, the employee shall continue to maintain his/her seniority and shall accrue sick leave.

5. Upon returning from leave, the employee shall be returned to employment to their school/work site prior to the active military leave.

6. The terms of this agreement shall be in effect during the period of time established by the School Board when a military call-up is in effect and shall expire at its conclusion.

I. **Active Military Service Status:** Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service. Any employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the School Board shall have up to six (6) months to reassign the employee to duty in the school system.

J. **Personal Leave:** An employee may be granted, upon request, personal leave without pay for a period not to exceed one (1) school year for reasons not provided elsewhere in this Agreement provided the employee has completed three (3) consecutive years of service.

K. **Fringe Benefits During Leave:** Any employee granted a leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverages in existing school programs and, with the approval of the retirement system, to continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a temporary employee in the District while on leave.

L. **Temporary Duty Leave:** Temporary duty leave may be granted to employees by the principal or supervisor equivalent in rank for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing instructional techniques or programs.

M. **Early Termination of Leave:** An employee on extended Board approved leave may apply for an early return to Board employment prior to expiration of such leave. The approval for said request shall be at the discretion of the Superintendent.

N. **Return from Leave:** Upon return from a leave granted under this Article, an employee shall be assigned to his/her former classification. The School Board shall make an effort to return said employee to his/her former position.

O. **BTU-ESP Leave:** The BTU-ESP shall be provided up to a combined total of 125 days of leave without pay for the purpose of conducting BTU-ESP business. The BTU-ESP president shall notify the Employee & Labor Relations Director five (5) working days in advance of the requested leave day. The president shall also inform the Employee & Labor Relations Director the purpose and nature of the leave. No more than three (3) consecutive workdays of leave may be utilized by an employee at one time. This leave must be taken in full day increments. It is understood that such leave shall not be unreasonably denied; however, the School Board may deny the leave at the requested time due to the needs of the employee's school/work location. This leave shall not be used by the BTU-ESP for the purpose of campaigning in a representational or de-certification election.

When approved BTU-ESP leave is utilized, the District shall submit an invoice for the actual cost for such employee's salary and benefits and the BTU-ESP shall reimburse the Board for said costs.

P. **Sick Leave Bank:** The parties mutually agree to establish a Sick Leave Bank (hereafter referred to as the Bank) for employees. Participation in the Bank shall be voluntary. The Bank shall be made operational as soon after the ratification of this contract as possible. The Bank shall be governed by the following procedures:

1. **Creation of the Bank:** The Bank will be established providing that 200 days have been deposited (one [1] per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the Bank only within 30 calendar days of the beginning of the official school year.

2. **Membership Requirements:** Membership in the Bank is voluntary and revocable upon sixty (60) days written notice to Employee & Labor Relations Department. Days deposited however, shall remain in the Sick Leave Bank even if an employee decides to cease participation in the Sick Leave Bank. Full-time employees who have been employed full-time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment, may enroll in the Sick Leave Bank by contributing one (1) day of sick leave to the Bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.

3. **Sick Leave Bank Committee:** The Committee shall be appointed by the BTU-ESP for the purpose of administering the Sick Leave Bank. The Committee shall:

   (a) Maintain adequate records relative to all functions of the Bank.

   (b) Operate the Bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the BTU-ESP will comply with procedures for identifying and recording contributions to and withdrawals from the Bank. The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the Bank as long as said procedures are consistent with and do not change any of the criteria contained in Section P of this Article.

   (c) Approve/Disapprove all requests for withdrawal from the Sick Leave Bank.

   (d) Not grant more sick leave days than are available in the Bank.

4. **Withdrawal Rights and Procedures:** In the event of catastrophic illness or injury of a participating member necessitating the employee's absence from work over an extended period of time, a participating member may receive paid leave under the following conditions:

   (a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury.

   (b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.

   (c) An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.

   (d) Withdrawals shall be in full day units and must be for a minimum of five (5) consecutive days.

   (e) All applications for withdrawal shall be in writing and shall be verified by the Committee. All applications shall be

accompanied with a certificate of illness from a licensed physician or from the county health officer. The Committee may submit a request to the Superintendent concerning the implementation of the Bank.

(f) The salary of a member participating in the Bank will be reduced by any benefits drawn from Workers' Compensation or disability income.

(g) When days are awarded from the Bank, they will be withdrawn at the receiving party's daily rate of pay.

(h) The Bank shall not be used for cosmetic surgery.

(i) The Bank shall be used only for personal illness or injury of the participating member.

(j) The Sick Leave Bank may be used for complications during pregnancy/delivery, but shall not be used for maternity leave. Applicants may be asked to provide additional information to the Sick Leave Bank committee.

(k) The Sick Leave Bank shall not be used for purposes of elective surgery when such procedures could be safely performed during non-working times.

(l) Those applicants with an undetermined recovery period may be asked to provide the Sick Leave Bank committee with intermittent verification of illness.

(m) The Committee may request a second medical opinion at the applicant's expense.

(n) Applications will only be approved for an illness or injury which occurred during that fiscal year (July 1st - June 30th).

(o) Applications for withdrawal can be obtained from the Human Resources Support Services Department by calling 754-321-0150.

5. **Maintenance of the Bank:**

(a) Once the Bank is established, there shall be no requirement for an employee to replace the sick leave days withdrawn from the Sick Leave Bank, except as equally required of all other participating employees. If the Bank is depleted to a point

where only $4,000 remains, all members of the Bank shall contribute one (1) day each time the Bank is depleted to this level.

(b) A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be allowed to withdraw any sick leave already contributed to the Sick Leave Bank.

6. **Duration:** The Sick Leave Bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

7. **Indemnification:** The BTU-ESP and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

8. (a) District produced eligibility forms should be sent to only those not in the Sick Leave Bank when additional members are sought for initial enrollment.

(b) The District shall send to the BTU-ESP a complete list of eligible employees by the end of the first pay period in October.

(c) The District shall notify the BTU-ESP of new enrollees within thirty (30) calendar days of the close of open enrollment.

(d) The District shall send to the BTU-ESP an updated sick leave balance statement on a regular basis.

Q. **Donation of Sick Leave:** An employee may donate earned and accrued sick leave to a qualified district employee in accordance with the following procedures.

A. Qualified district employee is defined as a benefits eligible employee who holds a position, which is eligible for sick leave accrual.

B. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave accrual. However, the recipient is not required to utilize days available from a sick leave bank in which they may participate prior to receiving a donation from a district employee.

C. With the exception of pay for the purpose sick leave, donated days/time shall have no value for the recipient for the purposes of

terminal pay or any other program and/or provision that provides pay for accrued sick leave.

D. Donated days/time may not be utilized for the purpose of personal reasons leave.

E. At the time of an employee's donation to a qualified district employee, the donated sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily base rate of pay at the time of the donation. The resulting value shall be credited to the recipient for use as sick leave.

F. The recipient employee must notify his/her supervisor within five (5) days of his/her absence from work that he/she is eligible to be compensated for such sick leave as a result of a donation from an employee. An employee may notify his/her supervisor that he/she is eligible for a donation of sick leave in advance of the depletion of his/her sick leave and that a donation will be utilized upon depletion of his/her sick leave.

G. The donor employee must notify his/her supervisor within five days of a recipient employee's illness that he/she will authorize the donation of sick leave time to recipient employee. The donor employee shall sign the Sick Leave Donation Authorization form and submit the completed form to his/her supervisor within the above time frame. A donor employee may notify his/her supervisor that he/she will authorize a donation of sick leave in advance of the recipient's depletion of his/her sick leave and that a donation will be authorized upon depletion of the recipient's sick leave.

H. Day(s) will be deducted from the donor employee's sick leave accrual, in accordance with existing School Board practice, and credited to the recipient employee's sick leave accrual in accordance with the conversion specified in paragraph 5 above. Said time shall be paid to the recipient at his/her current rate of pay.

I. All sick leave compensated by the use of donated days may require a certificate of illness from a licensed physician or from the county health officer.

J. The donation of days to a qualified district employee shall not disqualify the donor employee from eligibility for attendance award(s) contained in Collective Bargaining Agreements and/or Board Policy.

R. **Bereavement Leave (Sick Leave):** Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

1. If the funeral is to be held within 250 miles of the employee's home, the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.

2. If the funeral is to be held more than 250 miles from the employee's home, the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.

3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.

4. The District may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

5. Bereavement leave shall not affect the employee's perfect attendance for the purpose of sick leave buy back.

S. **Sick Leave Buy Back:** To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

Employees who utilize two (2) sick leave days or less each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year - upon request – shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year.* The following procedures apply to the payment of sick leave under this section.

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.

2. The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.

3. For purposes of this section, sick leave shall be defined pursuant to all sections of Florida Statutes, Section 1012.61.

4. Days for which such award payment is received shall be deducted from the accumulated leave balance.

5. Payment shall be equal to the number of eligible days times the affected employees' daily rate of base pay times eighty percent (80%).

T. **Earned Annual Leave:** All unit employees working on a calendar that is 241, 242, 243, or greater shall be eligible for annual leave. Employees shall accrue annual leave according to the following provisions:

1. All requests shall receive prior approval and signed by the Administrator or immediate Supervisor. Requests shall not be unreasonably denied.

2. Eligible employees shall accrue leave according to the following schedule on an annual basis:

   a. Five (5) complete years of service or less – one (1) day per month.

   b. More than five (5) complete years of service, but less than ten (10) complete years of service – one and one quarter (1.25) days per month.

   c. Ten (10) complete years of service or more – one and one-half (1.5) days per month.

   d. Fifteen (15) complete years of service or more – two (2) days per month.

3. Total accrued vacation may not exceed fifty (50) days from one (1) fiscal year to the next.

4. An employee who is hired prior to the fifteenth (15th) of the month shall be given credit for earned annual leave for that month. Any employee hired prior to January 1 shall receive a year of service toward earned annual leave for that year. Annual leave time may be used as earned with prior approval. At the end of each fiscal year, unused annual leave shall be carried forward to the following year.

5. Permanent, part-time employees shall earn a pro-rata share of earned annual leave for a full-time employee.

U. **Family and Medical Leave:** The District will provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The parties agree that the provisions outlined below are the eligibility standards for the FMLA.

1. A leave of absence under this agreement for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July - June) for one of the following reasons:

   a. Birth of a son or daughter of the employee and in order to care for such son or daughter.

   b. Placement of a son or daughter with the employee for adoption or foster care.

   c. Care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent, has a serious health condition.

   d. A serious health condition that makes the employee unable to perform the functions of the position of such employee.

2. For purposes of this agreement, an "eligible employee" means an employee who has been employed:

   a. for at least twelve months by the Board; and

   b. for at least 784 hours of service with the Board during the previous twelve-month (July-June) period.

3. Employees who are part-time unit members (not less than four [4] hours per day) shall be eligible for a pro-rata amount of twelve (12) weeks of leave. For example, an employee who is sixty (60) percent of full-time is eligible for 7.2 weeks of leave or 36 days.

4. If both a husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.

5. Employees who are on leave granted under this agreement who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the

duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave or in emergency situations, as soon as possible thereafter, to make direct premium payments to the Board while on leave to continue this coverage.

6. Family leave as outlined in number one above, subsections a & b above, shall not be taken intermittently. The affected employee must take a minimum of four (4) weeks of leave.

7. Medical leave as outlined in number one above, subsection c & d may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may place the employee in an alternative position which better accommodates intermittent leave.

8. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent, and the completed form must be returned within five (5) working days. This deadline may be extended in unusual circumstances as determined by the Superintendent.

ARTICLE 13
Vacancies, Reappointments, Assignments, Reassignments, Summer School Vacancies, Promotions, and Transfers

A. **Vacancies:** The Superintendent shall post in all school offices and faculty rooms, notice of all vacancies, which shall include a description of the job, the date the vacancy will occur, the length of the calendar work year, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a permanent employee is sought to fill a permanent position. Such posting shall be made and shall remain posted for at least seven (7) working days before the vacancy is to be permanently filled.

B. **Reappointments:** Employees shall be notified of their reappointment status at least thirty (30) calendar days prior to the end of the school year. Reappointment notification shall include:

1. Job classification
2. Work calendar
3. Work hours
4. Location
5. School year

C. **Assignments:** Assignments within the building shall be made by the principal or his/her administrative designee. Employees may discuss their preference for assignment with the principal. The principal or his/her administrative designee shall have the responsibility of directing and supervising the work of all employees. Absent any unforeseen circumstances, administration will strive to apprise employees of their assignment at least two (2) weeks prior to the start of the upcoming calendar school year. The duties and responsibilities of employees (including probationary employees) shall be those enumerated in approved job descriptions and/or School Board Policy, or in accordance with Federal guidelines, where applicable, unless amended by this Agreement. A complete list of all applicable job descriptions will be furnished to the BTU-ESP and thereafter all new job descriptions upon final submission to the Board and upon the final approval by the Board within thirty (30) days.

The District shall seek volunteers for the inclusion program. If no education support professional volunteers, the administration shall assign the education support professional having the least amount of seniority to this program for the duration of the school year.

D. **Reassignments**:

1. Reassignment is defined as a change in work location within the school. Employees who desire to be reassigned shall file a written statement with his/her school principal. Voluntary requests for reassignment shall receive first consideration to the extent that vacancies exist within the building/location. Involuntary reassignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner, not arbitrary nor capricious.

2. Employees requesting reassignment shall be notified in writing of the administration's action on such request as soon as action is taken.

3. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a transfer.

4. An employee shall not be solely reassigned or reclassified during the term of this Agreement on the basis of the amount of salary of the employee.

E. **Summer School/Super Session Vacancies:** Education support professional summer school and year-round school "super session" positions shall be filled according to the following procedure:

1. Bargaining unit members working at schools or centers which are designated by the District as summer schools or year-round schools, shall have the first opportunity to fill the summer school or super session vacancies at their center. Applicants will complete the "Summer Term/Super Session Employment Preference Form" (Appendix F) and return it to the school principal no later than seven (7) days prior to the last student day of the school year/track. If there are more applicants than positions, employment shall be based on the highest seniority in the bargaining unit of each applicant at the center, excluding employees working in the bilingual program who are fluent in a second language or employees working the exceptional educational programs who have participated in inservice or equivalent training in the area, or closely related area of exceptionality (i.e., speech, language, autism, behavior, Child Development Association (CDA), medical and/or augmentative communication training). Employees may elect to work six (6) weeks or three (3) weeks as indicated on the Summer Term/Super Session Employment Preference Form. (Super Session 2-week duration)

2. If there are additional vacancies after subsection 1., above, is complete, those vacancies shall be filled by education support professionals who have indicated through their school principal then submitted to the Talent Acquisition & Operations (Non-Instructional) Department that they desire summer school or super session employment. Those education support professionals having the highest seniority shall be hired first.

F. **Promotions:** The advancement of an employee to a higher job classification (i.e., Certified Classroom Assistant to a Certified Teacher Assistant or higher position).

1. If more education support professionals apply than there are positions, attendance and reliability and seniority in the District, shall be the criteria considered by the principal in awarding the promotion.

2. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a promotion.

3. If an administrator, at his/her sole discretion, wants to promote a permanent education support professional unit employee of his/her staff to a position in the bargaining unit at the same work location, providing the employee is qualified for the position, there will be no need to advertise that position District-wide. However, the position will be posted within the school.

4. When the employee receives a promotion under the provisions of this Article, she/he will serve a maximum evaluation period not to exceed twenty (20) workdays and shall be paid at the rate of pay of the position formerly held by the promoted employee. At the completion of the evaluation period, should the employee's performance be deemed unacceptable, the employee shall return to his/her former position and pay rate at the work site. If the employee's performance is satisfactory in the position to which promoted during the evaluation period, and he/she remains in that position, the pay will be at the rate of the promotional position, retroactive to the initial date of the promotion. The supervisor may recommend a waiver of the evaluation period or a reduction in the evaluation period. Such written recommendation shall be sent to the Director of Talent Acquisition & Operations (Non-Instructional) who has the authority to approve or disapprove the recommendation.

G. **Transfers:**

1. **Hardship Transfers:** An eligible employee may submit a Request for Transfer Form and supporting documentation for a hardship transfer to the Talent Acquisition & Operations (Non-Instructional) Department. Any employee who has received an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a transfer. For this section, a "hardship" shall be a situation when an education support professional has completed a year of service with the District and:

   a. Travels twenty (20) miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or

   b. Has a serious medical and/or personal problem which can be substantiated by a District selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.

   c. Employees may request only one hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix G, may be submitted at any time during the fiscal year.

   d. Hardship transfer applications shall expire at the conclusion of the fiscal year in which it was submitted.

   e. An employee who meets the hardship definition will be placed in a vacant position.

2. **Involuntary Transfers:** An involuntary transfer may be made when, in the judgment of the Superintendent/Designee, such a transfer is necessary for the good of the District. When possible, the employee shall be given advance notice regarding such transfer. Involuntary transfers are not a demotion and no transfer under this provision shall result in a reduction in salary or other benefits provided in this Agreement. Every reasonable effort shall be made to place the employee in their area (i.e. North, Central, South, etc.). When selecting an employee for an involuntary transfer, consideration will be given to the impact of the loss of additional positions (i.e. Stewards) held by the employee at the time of the transfer.

ARTICLE 14
Reduction in Force

In the event the Board determines that a number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious, (2) shall not deprive employees of other rights conferred by this Agreement or laws of Florida and the United States, and (3) shall be capable of uniform application. The District reserves the right to conduct a reduction in force (layoff) at any time in accordance with the provisions of this Article and Article II. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:

A. **Notification:**

1. If a reduction of employees becomes necessary, written notification of the reduction shall be given to the BTU-ESP no later than ten (10) calendar days before the action is to become effective. The notification shall include the following information:

   a. The reasons for the layoff.

   b. The number of positions affected.

   c. The names of employees to be laid off by site.

2. If reduction of employees becomes necessary, written notification of the reduction shall be given to the affected employee no later than ten (10) calendar days before the action is to become effective.

3. Upon receipt of notification of layoff, employee(s) may send to the Talent Acquisition & Operations (Non-Instructional) Department an updated statement of qualifications. In addition, employees are responsible for verification that their address and email address are correct in the District's Employee Self-Service (ESS) system.

B. **Order of Reduction:**

1. When layoffs occur, a qualified employee at the work location having the longest unit seniority within each bargaining unit classification (Classroom Assistant, Certified Classroom Assistant, Teacher Assistant, Certified Teacher Assistant) and those individual categories listed on the Program Assistant Pay Schedule) affected, shall be laid off last. "Qualified" shall apply to those employed working in the bilingual program who are fluent in a second

language or employees working in exceptional educational programs who have participated in inservice or equivalent training in the area (i.e. speech, language, autism, behavior, Child Development Association (CDA), medical and/or augmentative communication training.

2. Whenever possible, stewards shall be given super seniority exemption from layoff. By March 1st, the BTU-ESP will provide the Superintendent with a list of official stewards. Should the stewards vacate their position for any reason, the BTU-ESP shall notify the Superintendent and provide a replacement name.

C. **Recall Procedure:** Permanent employees who have been laid off shall have the right of recall within their classification in the order of bargaining unit seniority when unit vacancies occur, provided the employee is qualified to perform the work. An employee who declines an offered vacancy that requires toileting responsibilities associated with a specific individual shall not have that offer count towards removal from the layoff list.

1. As vacancies occur, the District shall email and send via Certified U.S. mail to employees on the layoff recall list a notice of vacancies for which the employee is qualified.

2. The notice listing the vacancies shall include the total days in the annual employment calendar. Said vacancies will be mailed to the employee's address on record. It is the responsibility of the employee to update the District's Employee Self-Service (ESS) system with an accurate address and email address. If the employee cannot be located at the address given and/or the letter is returned to the District by the U.S. Postal Service, the employee shall be removed from the recall list, and the individual will be no longer employed by the District.

3. If the employee fails to respond within three (3) business days of receipt of the recall notification, the employee shall be deemed to have refused the vacancies offered.

4. The right of recall shall not exceed eighteen (18) months for Program Assistants and one (1) year from the date of layoff for all other classifications. The employee shall rank vacancies in order of preference. However, an employee who fails to accept at least one (1) of three (3) vacancies offered for which they are qualified shall be removed from the layoff list and no longer employed by the District. An employee, who is offered the position and subsequently declines

the position, shall be removed from the layoff list and no longer employed by the District.

5. An education support professional who has been placed on a recall list shall have the option to return to the immediate past place of employment under the following conditions:

   a. The vacancy at the previous work location must occur prior to the Full Time Equivalent (FTE) count in February.
   b. The vacancy(ies) shall be filled by the most senior of the previous laid off employee(s) when said employee(s) is equally qualified as other applicants.
   c. The previous employee must respond to the vacancy notice within three (3) business days of receipt of the notification.

D. **General Provision:**

1. Any employee retained or recalled must be qualified to perform the job. Qualified shall apply to those employed working in the bilingual program who are fluent in a second language or employees working the exceptional educational programs who have participated in inservice or equivalent training in the area, or closely related area of exceptionality or prior experience in exceptional education programs.

2. No new appointments may be made while there are qualified laid-off employees available to fill the vacancies, except that vacancies may be filled immediately on a temporary or emergency basis until procedures in this Article can be implemented. An employee on the layoff list may accept temporary employment without forfeiting his/her place on this list.

3. An employee who accepts a permanent part-time or permanent full-time position shall be removed from the layoff list.

4. A Teacher Assistant or an employee from the Program Assistant job classifications who had previously held a position as a Classroom Assistant/Teacher Assistant who is laid off shall inform the Talent Acquisition & Operations (Non-Instructional) Department as to whether he/she is interested in being recalled to a Classroom Assistant position. Said notification shall be made not later than the last day of the school year, at which time the employee shall be placed on the Classroom Assistant recall list in order of unit seniority. Should an employee be laid off prior to the end of the school year said employee shall immediately notify the Talent Acquisition & Operations (Non-Instructional) Department of his/her

election to be recalled to a Classroom Assistant position. The employee shall be eligible for recall in only one job classification. A teacher assistant shall be removed from the Classroom Assistant recall list pursuant to recall procedure C(4).

5. Employees on layoff pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premiums for such insurance program shall be paid by the employee on a monthly basis in advance of the month due.

6. Any employee who would have qualified for retirement during the reduction shall be allowed to complete that year so as to acquire needed service.

7. At the principal's sole discretion, a probationary employee may be placed on the layoff list at that location when a Reduction in Force occurs. The failure of a probationary employee to be placed on the layoff list during a reduction in force shall not be grievable. If said employee obtains a placement through the provisions contained herein, the employee's probation shall continue as prescribed in Article 1, Section B (6).

ARTICLE 15
INSURANCE

A. **Coverage:** Benefits start the first of the month following up to ninety (90) days as a permanent, benefits eligible employee.

B. **Life Insurance:** The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of twenty thousand dollars ($20,000) and a maximum of fifty thousand dollars ($50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five times (5) the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the Board.

Each employee shall have the option, at the employee's expense, through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, in accordance and subject to the provisions of the group life insurance policy.

C. **Dental and Health ~~and Dental~~ Insurance:** The District shall pay the following premiums for individual employee's health and dental insurance:

1. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

    a. The District offers three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. The District will pay 100% of the cost of the health insurance premium equivalent for employee-only coverage ~~under any of the plans until December 31, 2019~~ for the Premier Choice Plan. Employees will have the option to select the Premier Plus Plan or the Premier Plan, to include employee contributions through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage. In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the

Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee for this supplemental coverage.

For future plans years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

b. All new employees ~~may~~ must elect to enroll in ~~a~~ the District-offered ~~plan of their choice subject to conditions for enrollment in such plan~~ Premier Choice Plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different medical plan during the upcoming Open Enrollment period, effective for January 1st of the following year.

2. Benefit levels, plan design, cost containment for the plan premium contributions and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about

benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

3. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, ~~A~~ an employee declining medical insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year. Employees shall be responsible to maintain proof of continuing medical insurance~~. Employees choosing not to participate in the School Board of Broward County's ~~medical~~ health insurance program shall ~~be reimbursed at a rate of~~ receive up to ~~seven hundred fifty dollars and no cents ($750)~~ one thousand dollars and no cents ($1000) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

4. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

D. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. Each employee shall have the option, at the employee's expense through payroll deduction to purchase Enhanced Disability Insurance.

E. **Liability Insurance:** The District shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars ($500,000) for each employee in case of a lawsuit arising from or in the performance of the employee's duties.

F. **Annuity Programs:** The District shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

G. **Rate Increase:** Written notice of the final rate increase in health and dental insurance for dependent coverage shall be provided to each

employee within thirty (30) days of the date the increase is made known to the District.

H. **Employee Reimbursement:** If employees are attacked or assaulted or victim of theft or vandalism in the course of employment, the District will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing, or personal property up to $250 per employee per school year upon verification to the principal, unless the employee is otherwise reimbursed.

If an employee's vehicle is damaged while on the property of a District school, the employee will be reimbursed for the damage not to exceed $500 when it is determined that the damage was caused on School Board property. Employees will be reimbursed for damage not to exceed $500 when it is determined that the damage was caused off school board property while conducting school board business. Such determination may be made by either a School Resource Officer, a School Security Specialist, or a SIU investigator (as determined by the Superintendent), witness testimony or apprehension of the person(s) responsible for the damage. A maximum of $3,000 will be allocated to implement this Section for the school year.

I. **Group Insurance Plan:** Employees covered by the District's insurance plan(s) upon retiring from the District may elect to remain in the Group Insurance Program at the rates applicable to the entire group. The cost of such insurance shall be borne by the retiree, ~~except that the District shall provide without charge for collection and remittance of premiums for such insurance.~~ Applications must be submitted within thirty (30) days of retirement.

J. **Cafeteria Plan:** Employees who are full-time bargaining unit members including those on Board approved paid leave, but excluding those on sick leave or disability leave shall have access to the "Cafeteria Plan" established by the Board. Part-time unit members and members on unpaid Board approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The District will provide twenty-five dollars ($25) per month not to exceed $300 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars ($25) per month for each full month of employment.

2. The specific benefit components of the cafeteria plan shall be contained in a booklet, which shall be distributed electronically to

all eligible unit members or maintained on the Benefits Department website.

K. **Vision Insurance:** ~~The District shall provide a vision care program in accordance with the terms and benefits provided in the summary plan description.~~ The District shall provide without cost to the employee a basic vision insurance program, in accordance with the terms and benefits provided in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan, at the employee's expense, through payroll deductions.

L. **Jurisdiction:** The Board and the BTU-ESP Unit agree that the Insurance Article shall be subject to annual negotiations through the Superintendent's Insurance & Wellness Advisory Committee (SIWAC).

M. ~~**Fourth Tier:** The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the District ends. Once all of the affected employees have left the employment of the District, the fourth tier shall be eliminated.~~

N. **Student Teaching:** The District shall pay the single coverage health insurance premium in the same manner prior to the commencement of the student teaching responsibilities for those education support professionals who are required to student teach in an effort to fulfill course requirements to become a teacher. The employee must be enrolled in a state certified program. No more than twenty-five (25) employees shall be granted this benefit annually.

Employees taking advantage of this program will be required to sign a letter of commitment to teach in Broward County for two (2) years.

Selection shall be based upon GPA; in the event of a tie, seniority shall prevail.

The parties will form a committee to develop all procedures, guidelines and other aspects governing the awarding of this benefit to paraprofessionals fulfilling the student teaching requirements in order to become teachers. Committee recommendations shall be subject to review and final approval by the Superintendent.

ARTICLE 16
Professional Development

A. The parties agree to create a Professional Development Study Committee. The Superintendent shall appoint three (3) representatives and the BTU-ESP shall appoint three (3).

B. The committee shall assess and identify the Professional Development needs of Educational Support Professionals. Also, the committee will recommend procedures for implementing Professional Development programs.

C. The committee shall elect a chairperson and meet at agreed-upon times and places. Other District personnel or consultants may appear before the committee. The Superintendent may arrange release time for committee meetings.

D. The committee shall submit its recommendations to the Superintendent not later than May 1 of each school year.

E. Upon prior approval by the principal/administrator, educational support professional(s) may be assigned to attend a designated District school Professional Development activity. In the event the educational support professional(s) is assigned by the principal to attend a District school Professional Development activity on a non-workday, the educational support professional(s) shall be paid his/her hourly rate for the hours attended at the workshop.

F. **Early Release Time:** On early release and professional study days, Education Support Professionals shall be permitted to attend professional development training subject to their school/department's operational needs. Requests to attend professional development training shall not be unreasonably denied. Employees attending training on these days are required to complete a Temporary Duty Authorization (TDA).

G. **Inclusion:** When an IEP committee seeks a recommendation for inclusion, and training for employees is part of the IEP, a training component will be developed for all employees who have direct responsibility for students. Efforts will be made to provide the training within ten (10) days of the placement of the student.

H. **Course Credit/Technical Course Incentive Program:** The Board and the BTU-ESP will maintain a College Credit/Technical Course Incentive Program. A joint management-labor committee shall administer the program. The Superintendent and the President of the BTU-ESP shall each

appoint three (3) persons to serve on this committee. A fund of at least fourteen thousand dollars ($14,000) per year shall be established to provide stipends under this program. The number of stipends approved for this program each year may not exceed the balance of funds available at the end of the fiscal year. Any remaining balance shall be carried over to the next fiscal year, and an annual report will be provided to the BTU-ESP upon request indicating the balance at the end of any fiscal year. A stipend of $500 shall be provided to those Education Support Professionals earning college credit(s) or successfully completing the Teacher Assistant Course offered at the Broward Schools Technical Centers. A stipend of up to $100, not to exceed the cost of the course taken, shall be provided to Education Support Professionals who successfully complete at least one education related vocational course. Education Support Professionals who are approved to participate in the program must satisfy the criteria listed below:

Eligibility criteria for the incentive program shall be as follows:

1. Education Support Professionals who have completed three (3) years of service in a BTU-ESP bargaining unit position shall be eligible to apply for the incentive.

2. To apply for the program, an Education Support Professional shall complete an application form developed by the committee. The form shall include but shall not be limited to the following information: College/Technical course title, college/school name, course number, course title, and semester hours. Such application must be received no later than May 30th of each fiscal year. For candidates who complete coursework subsequent to May 30th, the application must be received by the deadline date, and official transcripts to be received no later than June 15th of each fiscal year.

3. The committee shall be responsible for the ranking of all applications and for approving or disapproving an employee's participation in the program. The committee shall rank all eligible applicants to receive the stipend by the date that the application was received, and all eligible employees shall be paid the stipend until the fund balance for that fiscal year has been exhausted.

4. An Education Support Professional who is approved to participate in the program shall be required to earn nine (9) semester hours or have earned the Teacher Assistant Certificate or have completed a qualifying technical course starting July 1 of the current fiscal school year and to be completed by June 30 of the same fiscal school year. The semester hours or technical course work shall be

related to the field of education and shall be courses which benefit the interests of the school system as determined by the committee.

5. An employee must successfully complete the Technical course or receive a grade of C or higher in their approved undergraduate or technical courses and a B in approved graduate courses to be eligible for the stipend.

6. All applications and courses shall be approved by the committee before an employee is eligible to receive the incentive.

7. The stipend shall be paid in a lump sum after the conclusion of the school year in which it was earned and upon verification of the employee's grades.

I. **Para to Teacher Non-Instructional Degree Program:** The Board shall implement a Broward Teacher Corp Program in which the District provides funding support for programs to assist Education Support Professionals in becoming highly qualified educators. Selected Education Support Professionals shall be offered opportunities to participate in the Para to Teacher Non-Instructional Degree Program. The United States Federal Department of Education Teacher Incentive Fun Grant, Cohort 5 (TIF 5) has provided Broward County Public Schools the opportunity through the Leading Excellence in Achievement and Performance Ahead Project to earn a bachelor's degree in education for Education Support Professionals with a minimum of sixty (60) college credit hours.

1. Education Support Professionals must be full-time employees in Broward County.

2. Instructional Education Support Professionals shall be selected based upon the following:

   a. Education Support Professionals must meet the higher education institution entry requirements including submission of required application documents before established deadlines.

   b. Education Support Professionals must be currently employed in an one of the 32 TIF 5 schools.

   c. Education Support Professionals must have a minimum sixty (60) credit hours.

3. After successful completion of the program, provided the individual meets the District's employment standards, the employee may be

assigned as a teacher in a TIF 5 school for a period of five (5) years. The employee must remain employed in a TIF 5 school unless involuntarily reassigned to a position in a non-TIF 5 school.

4. These terms and conditions shall remain in effect should the Education Support Professional become a teacher.

ARTICLE 17
Wages

A. For the 2024-2025 school year, all eligible employees who are in an active status on the date of Board approval shall receive a 3.0% increase to base salary effective July 1, 2024, in accordance with Appendices C and D, and E, and other applicable provisions of this Agreement.

1. Probationary employees shall be compensated in accordance with Appendices C, D, and E, attached.

2. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for any negotiated salary increase for the subsequent school year and shall remain frozen at the rate of pay for the previous year.

B. One (1) day more than half, the contract calendar shall constitute a year of experience on the salary schedule. The salary schedule, as well as the issue of step advancement, shall be part of the negotiations for each school year covered by this Agreement. Step advancement is negotiable, not automatic.

C. No experience credit in excess of that authorized by the salary schedule shall be given, although such credit previously granted by the Board will be retracted.

D. The salary of any employee employed in excess of the 186-day work year shall be computed at a daily rate of 1/186th of the employees' basic salary in accordance with the assigned hour times the number of days employed.

E. Temporary employees shall be paid in accordance with School Board policy.

F. Employees who utilize their private vehicles to travel on District business shall be compensated at the rates established in accordance with the Board Policy and Rules and Regulations.

G. **Errors in Paycheck:**

1. In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Employees shall contact the Location Payroll Contact person for an explanation of the error. If the Location Payroll Contact person cannot provide an explanation, the employee may contact the Payroll Department.

2. **Overpayment of $100 or Less:** In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Such overpayment shall be recovered from one or two checks.

3. **Underpayment:** In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated.

4. **Overpayment Greater than $100.00 (except for former employees):**

   a. The District may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.

   b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of $100.00 has occurred. The form will contain two (2) payback options for the employee to select and return to the Payroll Department within five (5) workdays.

   c. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

   d. Overpayments should be recouped in the calendar year in which it was discovered.

   e. The number of payments in the pay back schedule shall not be less than the following:

$1-$100.00	1 Payment or two (2) at the employee's option
$100.01 - $500.00	4 Payments
$500.01 - $1,000.00	8 Payments
$1,000.01 - $1,800.00	12 Payments

For amounts above $1,800.00 no payment shall exceed $500.00 per paycheck.

If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the Board.

f. **Hardship**

If the financial burden in doing so would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one of the criteria's listed below to qualify for a hardship reduction.

- Death of spouse or dependent
- Legal Separation of Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including layoff or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

$100.01 - $500.00	8 payments
$500.01 - $1,000.00	16 payments
$1,000.01 - $1,800.00	24 payments
For amount above $1,800.00	$250.00 per check

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on a yearlong unpaid leave of absence.

H. A substitute or temporary employee who is employed to replace a permanent employee who is expected to be absent from duty for an indeterminate number of days, but at least twenty (20) days will, upon the recommendation of the Superintendent and the approval of the School Board, be paid the daily rate at Step 0 of the position filled. The substitute temporary employee must meet the job qualifications of the position he/she is filling in order to be paid the rate specified above. The effective date of such pay shall be no earlier than the first workday following Board approval.

I. When a Classroom (Certified) Assistant is promoted to a teacher assistant position, the step placement within the new grade shall be at the lowest annual salary that corresponds to, but is not less than, a two-step advancement on the previous pay grade.

J. When a Teacher Assistant accepts a lower position, he/she shall be placed on the step they would have been on had they remained in a Classroom (Certified) Assistant position. When an employee from the Special Salary job classifications accepts a Classroom (Certified) Assistant and/or Teacher (Certified) Assistant position, he/she shall be placed on the step that gives the employee credit for bargaining unit seniority.

K. All teacher tutors, with 60 hours, social educators and community social workers shall be placed on the teacher assistant's salary range. The social educator category shall include community health workers.

L. Teacher tutors with less than 60 hours credit shall be placed on the same salary range as a teacher aide.

M. The salary schedules of all Education Support Professionals will be in accordance with Appendix C, D, or E, retroactive to the beginning of the employee's work calendar. The rate of pay for summer employment shall be paid in accordance with this salary schedule.

N. **Salary Payments**: For payroll purposes, the work week shall be defined as Monday through Sunday. In any school year, the dollar amounts on the first and last paychecks of the year may vary.

1. Employees shall be paid for the number of paid days in a pay period. The dollar amount of their first and last paycheck can vary from the paycheck received during the remainder of the bargaining unit member's contract year.

2. Pay dates will be set for every other Friday.

3. A Paid Day shall be defined as all days from the start date through the end date of a bargaining unit member's contract year, excluding weekends (unless they are part of the bargaining unit member's work schedule).

4. Bargaining unit members shall earn their salary at the Equalized Daily rate. A bargaining unit member's Equalized Daily Rate of Pay shall be calculated based upon dividing the annual salary by the

number of paid days in the bargaining unit member's work calendar. Upon termination, bargaining unit members shall be paid through their last day worked at the Equalized Daily rate.

5. Employees may select the Year-Round Pay Option if they want to receive payments during the summer months. Employees shall be eligible to change options once annually prior to the beginning of the employee's work calendar. Employees will not be allowed to change options after the start of their work calendar.

6. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

O. **Direct Deposit:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than five direct deposit accounts. Employees are required to have their salaries paid via direct deposit to the financial institution of their choice.

P. **Supplements:** Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. **An ESP's work schedule cannot be adjusted or altered for the sole purpose of circumventing a supplement being paid.**

The supplemental positions listed for bargaining unit employees shall be posted prior to the ending of each school year. If the position is offered to a bargaining unit member, preference will be given to the most senior bargaining unit member at the work location.

1. **Substitute Calling Supplement:** Upon the written recommendation of the principal, one employee at each school shall receive a supplement for calling substitute employees. Only one employee per school shall receive this supplement. The annual amount of the supplement shall be based on the number of teachers at the school for which the paraprofessional employee calls substitutes as follows:

Number of Employees	Supplement
1-35	$580
36-74	$870
75 or more	$1170

2. **Textbook Chairperson Supplement:** Upon the written recommendation of the principal, one employee at each school shall receive a supplement for serving as the textbook chairperson. The annual amount of the supplement shall be based on the student population of the October Full Time Equivalency (FTE) count as follows:

FTE Number	Supplement
1-700	$530
701-1,400	$870
1,401 or more	$1170

3. **Breakfast Supplement:** A breakfast program supplement of $750 annually shall be established at the elementary level for the school year. A minimum of one (1) breakfast supplement shall be provided at each elementary school in the District.

   a. The supplemental positions shall be advertised at each elementary school. The advertisement shall be posted for three (3) workdays at each location.

   b. Payment for the supplement shall be prorated biweekly over the employee's contract year.

   c. Education Support Professionals shall have the first opportunity to receive the breakfast program supplement at the elementary level. If no Education Support Professionals apply for the supplemental position, the District may assign the supplement to non-bargaining unit employees.

   d. The supplemental position(s) shall be offered to Education Support Professionals in the following order:

      i. First preference shall be given to Education Support Professionals who work less than a 7.5 hour day.

      ii. Second preference shall be given to Education Support Professionals who work a 7.5 hour day.

   e. If more Education Support Professionals apply than there are positions, seniority in the District, attendance and reliability shall be the criteria considered by the principal in awarding the supplement(s).

   f. Any Education Support Professional who has worked beyond his/her regular workday performing the above duty and is

subsequently replaced as a result of the above procedure, shall be given compensatory time off for all hours worked beyond the regular workday.

g. When the number of breakfast participants exceeds 120 (one hundred and twenty) students at one sitting, the principal will consider allocating additional Education Support Professionals to the breakfast program. The decision to allocate an additional education support professional shall be at the sole discretion of the principal/administrator.

Q. Incentives may be paid to employees in accordance with this provision where the employee is the person principally assigned to the duty and the duty may be performed during normal working hours.

1. **Special Education Centers Incentive:** Effective the 2016-2017 school year, Education Support Professionals employed at the following Exceptional Education Centers: Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

   Effective the 2016-2017 school year, Education Support Professionals employed at the following alternative high school/centers: Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Center, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

2. **Medical Procedures Incentive:** Education Support Professionals shall receive an incentive in the amount of $1,500 annually for being assigned to perform the following medical procedures: Clean Intermittent Catheterization, Gastrostomy, Tube Feeding, Surface Suctioning, Tracheotomies, Administration of Emergency Injectable Medication and/or Blood Glucose Monitoring. Education Support Professionals shall receive an incentive in the amount of $200 annually for being assigned as a back up to the employee primarily assigned to perform medical procedures.

3. **Monitoring Special Needs Student on Bus Incentive:** Education Support Professionals assigned to monitor a special needs student while riding a bus shall receive $10.00 per ride per day (an employee will receive $10.00 for the morning trip to school and another $10.00 for the evening trip from school to student's home). The annual

amount of this incentive shall be $3,600. Education Support Professionals shall also receive reimbursement for mileage in accordance with School Board policy.

4. **Behaviorally Complex Students Incentive:** Education Support Professionals assigned to monitor behaviorally complex students in Emotional Behavioral Disability (E/BD) Cluster classrooms, shall receive a supplement in the amount of $1,500 annually.

5. Eligible Education Support Professionals shall receive only one (1) of the following incentives:

   - Special Education Centers Incentive
   - Medical Procedures Incentive
   - Behaviorally Complex Students Incentive

6. Eligible Education Support Professionals who receive a supplement incentive for monitoring a special needs student while riding a bus may also receive one (1) of the following additional supplements:

   - Special Education Centers Incentive
   - Medical Procedures Incentive
   - Behaviorally Complex Students Incentive

7. Education Support Professionals paid as Job Coaches or other positions at a higher salary range than a Teacher Assistant or Classroom Assistant shall not be eligible for the Medical Procedures Incentive or the Behaviorally Complex Students Incentive.

8. Education Support Professional employees performing the same supplemental duties as teachers shall receive the same compensation for the respective supplemental position contained in the supplemental pay schedule of the Broward Teachers Union bargaining agreement. Employees performing supplemental duties that are less responsible in nature than the full duties of the supplemental position shall receive a non-specific supplement.

9. **Advanced Degree Incentive:** Employees who possess an advanced degree (bachelor level or higher) which is not contained as a requirement in their job description shall be eligible to receive an annual supplement of:

Bachelor's Degree	=	$425.00
Master's Degree or higher	=	$625.00

R. **Referendum Funds:** For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the BTU-ESP bargaining unit whose effective start date is on or before July 1st of each of the years noted above, will receive a Referendum Supplement equal to 10.0% of base salary effective July 1st of each of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

The parties agree to meet annually to discuss the availability of funds to provide an additional one percent (1%) supplement increase for the following school year (2024-2025, 2025-2026, and 2026-2027).

Referendum Supplements are pensionable and shall be paid in equal installments per pay period of the employee. Employees who separate employment before the end of the fiscal year shall receive a pro-rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-ESP bargaining unit annually.

ARTICLE 18
Miscellaneous

A. **Altering the Agreement:** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the volunteer mutual consent of the parties in written and signed amendment to this Agreement.

B. **Savings Clause:** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

C. **Board Policy:** This Agreement shall supersede any policies, rules and regulations, which shall be contrary to or inconsistent with the terms of this Agreement.

D. If an individual contract between the Board and an employee contains any language inconsistent with this Agreement this Agreement, during its duration, shall be controlling.

E. **Printing of the Agreement:** Copies of the Agreement titled: "Agreement between the Broward Teachers Union-Education Support Professionals and The School Board of Broward County, Florida" shall, after approval by the Superintendent and a BTU-ESP representative, be posted on both the School Board and BTU-ESP websites after the Agreement is signed, and shall be presented through District with a link to both websites to all unit employees, employed or hereafter employed by the Board.

F. **Summer School:** The provisions of this Agreement shall be fully effective during and for any summer program falling within the term of this Agreement, unless otherwise indicated.

G. **Complete Agreement:** The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between

the parties hereto, and supersedes all prior Agreements, oral and written, expressed or implied, between the District and the BTU-ESP, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

ARTICLE 19
HEALTH AND SAFETY

A. **Unsafe/Hazardous Conditions:**

1. **Potentially Unsafe/Unhealthy Conditions**: There shall be compliance with all applicable local, state and federal laws relating to health and safety of personnel. Whenever an unsafe or unhealthy condition exists, the employee aware of the condition, shall report to the principal who shall attempt to correct the problem. If the principal cannot correct the problem within ten (10) workdays of the date he/she is made aware of said problem, he/she shall notify the affected Area Superintendent for the purpose of taking appropriate action to further investigate and resolve the matter. This deadline may be extended by mutual agreement between the affected principal and building steward.

2. **Immediately Hazardous, Dangerous, or Infectious Conditions:** Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions, and notifying the appropriate administrator when they believe an area should not be occupied by students or employees. Administrators shall immediately respond to the employee's concerns regarding hazardous, dangerous, or infectious conditions. In order to ensure the safety of employees and students, the District shall follow the Center for Disease Control protocols when responding to infectious diseases. When receiving a complaint regarding potentially hazardous, dangerous, or infectious situations, the administrator shall notify the area office. For the purpose of taking appropriate action to resolve the aforementioned types of situations, the administrator/designee shall contact the appropriate District department (i.e., Risk Management, Safety or Physical Plant Operations, etc.) or local emergency response providers (local police and fire departments). The administrator shall inform the notifying employee of the recommendation received and the action taken.

B. **Safety Equipment:** The Board shall provide safety glasses, lab coats and/or shop aprons for all employees assigned to subject areas where the employee is subjected to more-than-to-be-expected grease, dirt, chemicals, art materials and similar agents.

Affected employees may provide input, through their immediate supervisor, who in return will forward their input to their principal, on the type and quality of clothing mentioned above. The principal shall make the final decision on the purchase of clothing or equipment.

C. **School Facilities:** The Board agrees to maintain classrooms, other learning areas, and school facilities in a clean and working condition conducive to effective teaching and learning.

D. **Bomb Threats:** In the event of a bomb threat, the worksite shall be evacuated until persons with appropriate expertise deem it to be safe. Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such returns has been given by proper authorities. Employees shall not search for bombs.

E. **Air Quality and Health/Safety Committee:** The Broward Teachers Union-Education Support Professionals shall appoint one (1) person to serve on the District's Air Quality Committee. This representative may bring recommendations and notifications of issues involving Indoor Air Quality to the attention of the Facilities Task Force Committee for appropriate redress.

F. **Tools for Schools Program:** The District shall implement the Tools for Schools Program and comply with all components of the program in at least twenty (20) additional schools each year starting with the 2005-2006 school year. Both parties agree to educate employees, BTU-ESP stewards, and school administrators on the methodologies and need to fully participate in completing surveys in order for the program to succeed.

G. **Labor/Management Meeting:** Any other concerns, not specifically covered herein regarding health and/or safety factors shall be addressed through Labor Management meetings.

H. **Examining Students:** The District shall comply with all provisions of School Board Policy 5012 and the Communicable Disease section of the Health Education Services manual in regard to the examination of students.

I. **Medical Procedures and Medication Administration:** The District shall comply with all provisions of Florida Statutes, Section 1006.062, School Board Policy 6305, and the Medication Administration section of the Health Education Services manual in regard to medical procedures and the administration of medication.

ARTICLE 20
TERM OF AGREEMENT

A. This Agreement shall remain in effect through ~~June 30, 2026~~ June 30, 2027, at which time it will expire. This agreement shall be renewed automatically from year to year thereafter, unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract.

~~For the 2024-2025, and 2025-2026 school years, each party may select three (3) articles to be re-opened for negotiation purposes, in addition to Article 15 (Insurance) and Article 17 (Wages).~~

B. Either the School Board or the BTU-ESP may require commencement of negotiations, by written notice to the President of the Broward Teachers Union-Education Support Professionals or the Superintendent of Schools, respectively, prior to June 1 of each year.

Dated this 6th day of May, ~~2025~~ 2026.

The School Board of Broward County, Florida

Chair, ~~Debra Hixon~~ Sarah Leonardi

Broward Teachers Union-Educational Support Professionals

Anna Fusco, President

Dr. Howard Hepburn
Superintendent of Schools

~~David Azzarito~~, Chief Negotiator Dr. Ernie Lozano

Roosevelt McClary, III, Chief Negotiator

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BARGAINING TEAM

Chief Negotiators
Dr. Ernie Lozano, Chief Human Resources Officer
~~David Azzarito, Chief People Officer~~

School Board Team Members
~~Dr. Ernie Lozano, Executive Director, Professional Standards & Labor Relations~~
David Azzarito, Executive Director, Professional Practices ~~Standards~~ & Labor Relations
Susan T. Rockelman, Executive Director, Talent Management
~~Susan Cooper, Specialist, Professional Standards & Labor Relations~~
Michael Walker, Specialist, Professional Practices & Labor Relations
Jeanette Capullo, Clerk Specialist B, Professional Practices & Labor Relations
Mauricio Hernandez, Specialist, Professional Practices ~~Standards~~ & Labor Relations
Debbie-Ann Scott, Manager, ~~Director~~, Compensation
~~Patricia Sapp, Clerk Specialist B, Employee Professional Standards & Labor Relations~~

BTU-EDUCATION SUPPORT PROFESSIONALS
BARGAINING TEAM

Chief Negotiators
Anna Fusco, President, Broward Teachers Union
Roosevelt McClary III, Broward Teachers Union

BTU-ESP Team Members
Daina Sanders, Chief of Staff, Broward Teachers Union
Vivian Walker, Teacher Assistant, Plantation Elementary
Valencia Williams, Teacher Assistant, Parkway Middle
Sherlet Moore, Behavior Technician, ESE Curriculum
Paul Bennett, Teacher Assistant, Fairway Elementary

APPENDIX A-1

BTU-ESP OFFICIAL GRIEVANCE FORM

Name: _____

Work Location: _____

Home Address: _____ Home Phone: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. Article(s) and Section(s) alleged to have been violated:

_____

_____

C. State Grievance: _____

_____

_____

D. State Relief Sought: _____

_____

_____

_____ _____ _____ _____

Signature of Grievant Date BTU-ESP Representative Date

E. Disposition of Immediate Supervisor: _____

_____

_____

_____

Immediate Supervisor Date

Step II

F. Date Submitted to Superintendent: _____

_____ _____

Signature of Grievant Signature of BTU-ESP Representative

Copies To: (1) Immediate Supervisor, (2) BTU-ESP, (3) Grievant, (4) Employee & Labor Relations

APPENDIX A-2

WAIVER OF BTU-ESP's EXCLUSIVE RIGHT TO PROCESS BTU-ESP EMPLOYEE GRIEVANCE

On behalf of the BTU-ESP, I, _____, expressly waive BTU-ESP's exclusive rights to process the grievance of _____, dated _____ in accordance with the provisions of Article 4 of the Collective Bargaining Agreement between BTU-ESP and the Broward County School Board, Florida.

Dated _____ day of _____, 20 _____.

By: _____

(Name and title of BTU-ESP Official)

APPENDIX B

EDUCATION SUPPORT PROFESSIONAL EVALUATION

Name (Last)	(First)	(Initial)	Period Covered From (Mo. Day Yr.) To (Mo. Day Yr.)

Classification:	Status:	If Prob. Date Ends:	Personnel Number:
Education Support Professional	Permanent		

School	Department

Reason for Review:
☐END OF PROBATION ☐FIRST SEMESTER ☐SECOND SEMESTER ☐OTHER

Check Items: E=Excels S=Satisfactory NI=Needs Improvement U=Unsatisfactory NA=Not Applicable

		E	S	NI	U	NA
A.	**General: Record Keeping – Machine Operation**					
1.	Knowledge and ability to operate office machines; excluding typing skills					
2.	Knowledge and ability to utilize common clerical procedure, excluding shorthand skills.					
3.	Ability to update standardize pupil information records					
4.	Implement appropriate suggestions for improvement					
B.	**Student/Teacher Assistance**					
1.	Ability to work with individual students					
2.	Ability to work with small groups of students					
3.	Ability to assist students with teacher-planned activities					
4.	Knowledge and ability to work in media centers					
5.	Knowledge and ability to prepare instructional materials and teaching aids					
6.	Knowledge and ability to use instructional materials and teaching aids					
7.	Ability to maintain control and discipline when assigned to primary responsibility					
8.	Ability to care for students when teacher is not present (for example during an emergency temporary assignment and/or during student movement to other areas).					

		E	S	NI	U	NA
C.	**Planning and Follow-up Skills**					
1.	Ability to construct specific items for tests and worksheets from teacher-provided guidelines.					
2.	Ability to conduct follow-up lessons when provided guidelines by teacher.					
3.	Ability to plan and implement specific learning activities					
D.	**Community Involvement**					
1.	Ability to explain assigned county programs to individual parents					
2.	Ability to work with individual parents					
3.	Ability to plan and implement required meetings and parent inservice workshops					
E.	**Work Habits and Personal Relations**					
1.	Amount of work performed					
2.	Accuracy					
3.	Initiative and resourcefulness					
4.	Neatness of work product					
5.	Attendance					
6.	Observance of work hours					
7.	Completion of work on schedule					
8.	Compliance with rules. policies and directives					
9.	Relations with fellow employees					
10.	Relations with supervisors					
11.	Relations with public					

RATER'S OVERALL EVALUATION

☐ Unsatisfactory:	Performance is inadequate and must be corrected.
☐ Needs Improvement:	Performance does not fully meet job requirements as indicated below.
☐ Satisfactory:	Employee is performing as required and expected in an entirely satisfactory manner.
☐ Excels:	Performance surpasses job requirements.

COMMENTS

LIST SUGGESTIONS FOR IMPROVEMENTS ON ALL ITEMS MARKED "UNSATISFACTORY":

EVALUATOR'S SIGNATURE | TITLE | DATE

EVALUATOR'S PRINTED NAME

I acknowledge that I have received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing this evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

EMPLOYEE SIGNATURE | DATE

W19985

CLASSROOM ASSISTANT
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

		Range	
		MINIMUM	MAXIMUM
PAY GRADE 11	**H**	$15.83625	$22.51353
Classroom Assistants	***A**	$23,279.29	$33,094.90

The *Annual (*A) salaries listed are based on a seven and a half (7.5) hour workday and a ten (10) month calendar (196 days). Employees on a different workday/calendar shall determine annual pay using the hourly rate and the actual hours and calendar for the position.

Classroom Assistants increases will be based on the following guidelines:

~~For the 2024-2025 school year, bargaining unit employeees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

THIS SALARY SCHEDULE IS SUBJECT TO THE PROVISIONS OF ARTICLE 17-M.

INCENTIVES

A. SPECIAL EDUCATION CENTERS

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

B. Supplements shall be pro-rated for employees who are hired after October 1st of the school year.

TEACHER ASSISTANT
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

		Range	
		MINIMUM	MAXIMUM
PAY GRADE 13	H	$16.89200	$24.06540
Teacher Assistants	*A	$24,831.24	$35,376.14

The *Annual (*A) salaries listed are based on a seven and a half (7.5) hour workday and a ten (10) month calendar (196 days). Employees on a different workday/calendar shall determine annual pay using the hourly rate and the actual hours and calendar for the position.

~~Teacher Assistants increases will be based on the following guidelines:~~
~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval shall receive a 3.00% increase to base pay effective July 1, 2024.~~

A. SPECIAL EDUCATION CENTERS

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

B. Supplements shall be pro-rated for employees who are hired after October 1st of the school year.

APPENDIX E

PROGRAM ASSISTANT
SALARY SCHEDULE ~~2024-2025~~ 2025-2026

Level 1 - Associate Degree	Range	
	MINIMUM	MAXIMUM
Behavioral Technician	$21.13380	$31.92336
Broward Advisor's for Continuing Education (BRACE)		
Community Liaison		
Home Service Educator, Even Start		
Job Coach		
Job Coach, Educational Assistant		
Parent Educator		
Vocational and Career Advisor		

***Annual salary is determined based on employee's hourly rate, calendar and work hours.**

Level 2 - Bachelor's Degree	Range	
	MIN	MAX
Broward Advisor's for Continuing Education (BRACE)	$26.42115	$39.91007
Vocational and Career Advisor		

***Annual salary is determined based on employee's hourly rate, calendar and work hours.**

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval shall receive a 3.00% increase to base pay effective July 1, 2024.~~

INCENTIVES - Special Education Centers

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUBMIT APPLICATION & RESUME TO THE PRINCIPAL AT THE SELECTED ESY LOCATION(S)

_____
(Date)

TO: Principal, _____
(Name of Location)

FROM: _____, Education Support Professionals
(Employee Name)

SUBJECT: **EDUCATION SUPPORT PROFESSIONALS (ESP)**
EXTENDED SCHOOL YEAR (ESY) APPLICATION

At the present time, The School Board of Broward County has approved the 2018 summer session for the Extended School Year (ESY).

I have indicated my intentions for ESY employment by completing the information requested below.

I am interested in working **Extended School Year (ESY)**:

☐ Monday, June 25, 2018 – Thursday, July 26, 2018 (Planning day: Thursday, June 21)

Name:_____ Personnel #:_____ Bargaining Unit Date:_____ Current Position:_____ Current Work Location:_____ Work Phone #:_____ Telephone #:_____

Check all areas of experience, training or qualifications:

☐ **PCM**	☐ **Autism**	☐ **CPR Certified**
☐ **Pre K/ESE**	☐ **SVE**	☐ **IND**
☐ **Unique**	☐ **EBD**	☐ **Other:** _____

EMC/kda

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REQUEST FOR HARDSHIP TRANSFER (BTU-ESP) – ARTICLE 13 (G-1)

Hardship Transfer is defined as an employee traveling 20 miles or more one way to work or having a serious medical and/or personal problem (must be documented).

EMPLOYEE NAME: REQUEST DATE:

EMPLOYEE ADDRESS: PERSONNEL NO:

CURRENT SCHOOL/DEPARTMENT:

PRESENT JOB CLASSIFICATION:

REASON FOR HARDSHIP TRANSFER REQUEST (*Must be documented*):

An employee may request only one hardship transfer within a fiscal year. Hardship transfer applications shall expire at the conclusion of the fiscal year in which it was submitted. An employee who meets the "Hardship" definition will be placed in a vacant position.

_____ _____

Employee's Signature Date

DISTRIBUTION:
Original: Talent Acquisition & Operations (NI)
Employee & Labor Relations
Copy to Administrator (**Optional)**
Copy Retained Employee

APPENDIX H

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE BROWARD TEACHERS UNION-EDUCATION SUPPORT PROFESSIONALS

The School Board of Broward County, Florida and the Broward Teachers Union-Education Support Professionals agree to the following:

1. On one early release day during the school year, newly hired ESP employees shall be assigned to attend a joint orientation program collaboratively developed by the District and BTU-ESP.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-1840 • Fax: 754-321-2704

Employee & Labor Relations
Susan L. Cooper, Director
754-321-2140
Susan.cooper@browardschools.com
www.browardschools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood

Lori Alhadeff
Robin Bartleman
Heather P. Brinkworth, Chair
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this 7 day of Feb 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties".

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties understanding of the agreement reached regarding a one-time workforce bonus payment for the Adult-only Teachers and Education Support Professionals for the 2019-2020 School Year, to be paid through Workforce Education Funds.

Scope:

WHEREAS the parties have come to this agreement regarding a one-time only workforce bonus payment funded through Workforce Education Funds, the following distribution of funds shall be made, less applicable payroll deductions:

Currently active adult-only teachers will receive a one-time payment of $1000 if they earned a 2018-19 overall Highly Effective evaluation; currently active adult-only teachers will receive a one-time payment of $700 if they earned a 2018-19 overall Effective evaluation; and currently active Education Support Professionals will receive a one-time payment of $500 if they earned a 2018-19 overall rating of Satisfactory or higher.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each

counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the one-time only workforce bonus payment for adult-only teachers and ESPs who meet the aforementioned requirements for the 2019-2020 School Year. Said bonus to be funded through Workforce Education Funds. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Susan L Cooper 2/7/2020

School Board of Broward County Date
Susan L. Cooper
Director, Employee and Labor Relations

2/7/2020

Broward Teachers Union Date
Anna Fusco
President

2/7/2020

Education Support Professionals
Roosevelt McClary III
Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-1840 • Fax: 754-321-2704

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Susan.cooper@browardschools.com
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The School Board of Broward County, Florida

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Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this ____ day of _____ 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties".

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties understanding of the agreement reached regarding the State of Florida's Best and Brightest Recognition Award Payment for the 2019-2020 School Year.

Duration:

This memorandum shall commence effective from the date of execution.

Scope:

WHEREAS the parties have come to this agreement regarding the State of Florida's Best and Brightest Recognition Award Payments, the following distribution of funds shall be made, less applicable payroll deductions:

For all currently active K-12 teachers with a 2018-2019 overall evaluation of Highly Effective who did not receive the Retention Award, the parties agree to award a one-time payment of $1,200.

For all currently active K-12 teachers with a 2018-2019 overall evaluation of Effective who did not receive the Retention Award, the parties agree to award a one-time payment of $1,000.

For all currently active ESPs with a 2018-2019 overall evaluation of Satisfactory or higher, the parties agree to award a one-time payment of $570.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the distribution of the Best and Brightest Recognition Award for the 2019-2020 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Susan L Cooper 1/30/2020

School Board of Broward County Date
Susan L. Cooper
Director, Employee and Labor Relations

Anna Fusco 1/30/2020

Broward Teachers Union Date
Anna Fusco
President

1/30/2020

Education Support Professionals Date
Roosevelt McClary III
Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
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Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this 2 day of April 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding a one-time only bonus to Pre-Kindergarten Teachers and Pre-Kindergarten Education Support Professionals for the 2019-2020 School Year.

Duration:

This Memorandum shall commence effective from the date of Board approval and expire June 30, 2020.

Scope:

WHEREAS, SBBC has collected additional Referendum funds for instructional personnel, and SBBC has agreed to the BTU proposal to utilize a portion of these resources to fund a one-time only bonus to Pre-Kindergarten Instructional Personnel and Pre-Kindergarten Education Support Professionals for the 2019-2020 School Year. The following distribution of funds shall be made, less applicable taxes and payroll deductions:

Each currently active Pre-K instructional personnel with a 2018-2019 overall evaluation of Highly Effective who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $1,200.

Each currently active Pre-K instructional personnel with a 2018-2019 overall evaluation of Effective who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $1,000.

Each currently active Pre-K FSP with a 2018-2019 overall evaluation of Satisfactory or higher who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $570.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the partial distribution of the collected additional referendum funds to Pre-K Teachers and Pre-K Paraprofessionals for the 2019-2020 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein. This MOU will sunset on June 30, 2020.

Executed on this day, 2 of April 2020.

Susan L Cooper

School Board of Broward County
Susan L. Cooper
Director, Employee and Labor Relations

Anna Fusco

Broward Teachers Union
Anna Fusco
President

Education Support Professionals
Roosevelt McClary III
Co-Chief Negotiator

Bernie Kemp

Education Support Professionals
Bernie Kemp
Co-Chief Negotiator

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MOU	Adult Teachers and ESPs Bonus
MOU	Best & Brightest K-12 Recognition Award
MOU	Pre-K Teachers and ESPs Bonus

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	HH. Human Resources
DEPARTMENT:	Chief Human Resources Officer

Agenda Item Number:	HH-3.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	10:30 A.M.

TITLE:

Agreement between The School Board of Broward County, FL and the Broward Teachers Union - Technology Support Professionals

REQUESTED ACTION:

Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union - Technology Support Professionals (BTU-TSP) for the 2025-26 school year. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Ratification Letter
- Tentative Agreements
- Full Contract

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	David Azzarito	Phone:	754-321-2140
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer May 15,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: May 15, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Agreement between The School Board of Broward County, FL and the Broward Teachers Union – Technology Support Professionals

Board Meeting Date: June 9, 2026

Requested Action: Approve the amendments to the collective bargaining agreement (CBA) between The School Board of Broward County, FL (SBBC) and the Broward Teachers Union – Technology Support Professionals (BTU-TSP) for the 2025-26 school year.

General Information

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

District-zone Impact/Board Member:	
School Board Policy Requirement	• N/A
Statutory Requirement	• Florida Statute 1001.42 – Powers and Duties of District School Board. • Florida Statute 447 – Labor Organizations
If the School Board votes "Yes"	• Upon board approval, the amendments to the collective bargaining agreement will be implemented including the commencement of employee-only contributions to the health insurance plan beginning in December 2026.
If the School Board votes "No"	• If not approved by the board, the amendments to the collective bargaining agreement will not be implemented which will impact the District's ability to commence employee-only contributions to the health insurance plan beginning in December 2026.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The successful implementation of the provisions of the agreement.

Background/History
Each year, the District's bargaining team negotiates with our unions on the topics of salary and wages, health insurance, as well as articles relating to working conditions. Once tentative agreements are reached, staff presents the agreements to the Board annually for approval.

For the 2025-26 school year, the District's bargaining team and the Union reached an agreement on May 6, 2026. The members of the union ratified the tentative agreements on May 12, 2026.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	**N/A**	**N/A**

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	**N/A**	**N/A**	**N/A**	**N/A**
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	**N/A**	**N/A**	**N/A**	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Ratification Letter
Tentative Agreements
Full Contract

A Union of Education, Technical Support, Charter School and Education Support Professionals
Broward Teachers Union
Engaging & Empowering Educators

May 12, 2026

Dr. Ernie Lozano, Chief Human Resources Officer
Mr. David Azzarito, Executive Director, Professional Practices/Labor Relations
Broward County Public Schools

Via email

Dear Ernie and David,

All three bargaining units have voted to ratify the 2025-26 contract tentative agreement.

Education Professionals: the final vote was 57% for and 43% against ratification.

Education Support Professionals: the final vote was 74% for and 26% against ratification

Technical Support Professionals: the final vote was 70% for and 30% against ratification

Sincerely,

Anna Fusco

Anna Fusco, President
Broward Teachers Union

6000 N.University Drive • Tamarac, FL 33321 • T:954.486.6250 • F:954.739.1803 • communications@btuonline.com
An Affiliate of the Florida Education Association, American Federation of Teachers, National Education Association and AFL-CIO

TA 5/06/2026

ARTICLE TWELVE
INSURANCE

A. **Life Insurance Coverage:** The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medial underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the District.

B. **Dental and Health ~~and Dental~~ Insurance:**

1. The District shall pay the following premiums for individual employee's health and dental insurance.

   a. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

   b. The District offers three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. The District will pay 100% of the cost of the health insurance premium equivalent for employee-only coverage ~~under any of the plans until December 31, 2019~~ for the Premier Choice Plan. Employees will have the option to select the Premier Plus Plan or the Premier Plan, to include employee contributions through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage. In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee for this supplemental coverage.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

c. All new employees ~~may~~ must elect to enroll in ~~a~~ the District-offered ~~plan of their choice subject to conditions for enrollment in such plan~~ Premier Choice Plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice Plan or elect a different medical plan during the upcoming Open Enrollment period, effective for January 1st the following year.

d. Benefit levels, plan design, cost containment for the plan premium contributions and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Nothing herein, however, waives the right of either party to negotiate the terms and conditions of

insurance. Thereafter, either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

e. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, ~~A~~an employee declining medial insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year~~. ~~Employees shall be responsible to maintain proof of continuing medical insurance.~~ Employees choosing not to participate in the School Board of Broward County's ~~medical~~ health insurance program shall be ~~reimbursed at a rate of~~ receive up to seven hundred fifty dollars and no cents ($750.00) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, the~~n~~ employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

f. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

C. **Disability Insurance:** The District shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan.

D. **Liability Insurance:** The District shall provide Liability Insurance at no cost to employees in an amount of $300,000 within the self-insured retention limits with excess coverage of $700,000, if necessary, for each employee in case of a lawsuit arising within the scope of the employee's duties.

E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies, which qualify and are approved under guidelines and criteria established by the Board.

F. **Rate Increase:** Written notice of any rate increase in health and dental

insurance for dependents coverage shall be provided to each employee within thirty (30) days of the date the increase is made known to the Board.

G. **Group Insurance Program/Retirees:** Employees covered by the District's insurance plan(s) upon retiring from the District may elect to remain in the Group Insurance Program at the rates applicable to the entire group. The cost of such insurance shall be borne by the retiree~~, except that the District shall provide without charge for the collection and remittance of premiums for such insurance~~. Applications must be submitted within thirty (30) days of retirement.

H. **Cafeteria Insurance Program:** The District agrees to provide a cafeteria insurance program to all full-time bargaining unit members including those on Board-approved paid leaves with the exception of sick leave or disability leave. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The District will provide twenty-five dollars ($25) per month not to exceed three hundred dollars ($300) per employee per fiscal year. Employees hired after the commencement of the fiscal year, shall receive twenty-five dollars ($25) per month for each full month of employment.

2. Employees on a Board-paid leave that provides less than 100 percent salary shall receive a percentage of the twenty-five dollar ($25) per month cafeteria payment equal to the percentage of their salary while on leave.

3. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

I. ~~The parties agree to eliminate enrollment in the fourth-tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth-tier prior to the date indicated above may remain in this tier until the time their employment with the School Board ends. Once all of the affected employees have left the employment of the District, the fourth-tier shall be eliminated.~~

J. **Employee Reimbursement**:

1. If employees are attacked or assaulted, victims of theft or vandalism in the course of employment, the District will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing or personal property up to five hundred dollars ($500) per employee per school upon verification to the supervisor, unless the employee is otherwise reimbursed.

2. If an employee's vehicle is damaged as a result of vandalism while on a work location, the employee will be reimbursed for the damage in the amount of their automobile insurance deductible not to exceed seven hundred fifty dollars ($750) when there is reasonable cause to believe that the act of vandalism was caused on such property.

3. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination.

4. The Board's maximum liability under this section is seven thousand dollars ($7,000) annually.

K. **Vision Insurance:** The District shall provide without cost to the employee a basic vision insurance program, in accordance with the terms and benefits provided in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan, at the employee's expense, through payroll deductions.

Broward Teachers Union - Technical Support Professionals
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

STEP GRADE		1	2	3	4	5	6	7	8	9	10	11	12	13	14
29	A	98,753	101,518	104,360	107,282	110,285	113,374	116,549	119,812	123,166	126,614	130,160	133,804	137,551	141,403
	H	53.96323	55.47419	57.02727	58.62384	60.26530	61.95304	63.68780	65.47095	67.30391	69.18807	71.12556	73.11704	75.16466	77.26929
28	A	92,224	94,807	97,461	100,190	102,995	105,880	108,844	111,891	115,025	118,246	121,556	124,960	128,459	132,056
	H	50.39551	51.80688	53.25753	54.74888	56.28160	57.85782	59.47753	61.14283	62.85514	64.61514	66.42426	68.28389	70.19609	72.16158
27	A	86,801	89,231	91,730	94,298	96,939	99,653	102,443	105,311	108,260	111,291	114,406	117,609	120,902	124,287
	H	47.43247	48.76036	50.12544	51.52909	52.97202	54.45495	55.97997	57.54706	59.15836	60.81456	62.51703	64.26721	66.06650	67.91636
26	A	80,891	83,156	85,484	87,878	90,339	92,868	95,469	98,142	100,890	103,715	106,619	109,605	112,674	115,829
	H	44.20287	45.44028	46.71276	48.02101	49.36574	50.74765	52.16884	53.62932	55.13117	56.67513	58.26187	59.89351	61.57074	63.29473
25	A	75,382	77,492	79,661	81,893	84,185	86,542	88,966	91,457	94,018	96,651	99,357	102,139	104,999	107,939
	H	41.19213	42.34536	43.53085	44.75003	46.00286	47.29076	48.61516	49.97672	51.37618	52.81490	54.29362	55.81372	57.37660	58.98314
24	A	70,246	72,212	74,234	76,312	78,450	80,646	82,904	85,225	87,611	90,065	92,586	95,178	97,843	100,582
	H	38.38552	39.46018	40.56501	41.70071	42.86867	44.06889	45.30279	46.57105	47.87511	49.21562	50.59332	52.00961	53.46588	54.96293
23	A	65,457	67,290	69,175	71,112	73,103	75,151	77,255	79,418	81,641	83,927	86,278	88,694	91,178	93,731
	H	35.76900	36.77072	37.80050	38.85902	39.94701	41.06586	42.21559	43.39758	44.61255	45.86187	47.14628	48.46644	49.82381	51.21887
22	A	61,003	62,711	64,468	66,272	68,129	70,036	71,998	74,013	76,085	78,216	80,406	82,658	84,972	87,351
	H	33.33488	34.26854	35.22817	36.21445	37.22878	38.27118	39.34304	40.44436	41.57654	42.74099	43.93770	45.16809	46.43288	47.73299
21	A	56,855	58,447	60,084	61,767	63,496	65,274	67,102	68,981	70,913	72,899	74,940	77,039	79,195	81,413
	H	31.06843	31.93825	32.83263	33.75227	34.69715	35.66870	36.66760	37.69456	38.75030	39.83547	40.95082	42.09774	43.27621	44.48795
20	A	52,975	54,457	55,982	57,550	59,161	60,817	62,520	64,271	66,071	67,921	69,822	71,777	73,787	75,853
	H	28.94784	29.75806	30.59141	31.44791	32.32827	33.23316	34.16403	35.12085	36.10432	37.11515	38.15405	39.22238	40.32091	41.44990
19	A	49,367	50,750	52,171	53,632	55,134	56,678	58,265	59,896	61,573	63,297	65,070	66,891	68,764	70,689
	H	26.97670	27.73219	28.50872	29.30700	30.12775	30.97161	31.83864	32.73022	33.64635	34.58843	35.55717	36.55256	37.57601	38.62814
18	A	46,007	47,294	48,619	49,980	51,379	52,818	54,297	55,817	57,379	58,986	60,638	62,337	64,082	65,877
	H	25.14023	25.84382	26.56774	27.31131	28.07592	28.86228	29.67037	30.50092	31.35462	32.23286	33.13566	34.06372	35.01774	35.99823
17	A	42,878	44,079	45,312	46,580	47,885	49,225	50,604	52,021	53,478	54,975	56,514	58,097	59,723	61,395
	H	23.43074	24.08662	24.76073	25.45379	26.16650	26.89884	27.65223	28.42665	29.22282	30.04075	30.88182	31.74675	32.63551	33.54930
16	A	39,951	41,069	42,220	43,402	44,618	45,867	47,150	48,470	49,827	51,222	52,656	54,131	55,647	57,205
	H	21.83136	22.44234	23.07088	23.71693	24.38124	25.06377	25.76525	26.48637	27.22783	27.99033	28.77389	29.57988	30.40834	31.25976
15	A	37,229	38,271	39,343	40,444	41,577	42,741	43,937	45,167	46,432	47,732	49,068	50,442	51,854	53,306
	H	20.34353	20.91313	21.49886	22.10074	22.71944	23.35568	24.00945	24.68148	25.37244	26.08302	26.81326	27.56385	28.33545	29.12885
14	A	34,844	35,819	36,822	37,853	38,913	40,003	41,123	42,275	43,458	44,675	45,926	47,212	48,534	49,893
	H	19.04019	19.57331	20.12117	20.68444	21.26387	21.85944	22.47181	23.10103	23.74780	24.41281	25.09603	25.79892	26.52145	27.26403

THIS SCHEDULE IS BASED ON A 244 DAY CALENDAR AND A 7 1/2 HOUR WORKDAY.

~~For the **2024-2025** school year, employees in the BTU-TSP bargaining unit in an active status as of the date of board approval, shall receive a step increase retroactive to July 1, 2024.~~

~~The remaining amount will be spread equally across the salary schedule equivalent to 0.20%.~~

~~Employees on the top step of the salary schedule shall receive a one-time (non-recurring) bonus payment equivalent to a step of 2.80% of the base salary.~~

As of the 2016-2017 school year, BTU-TSP employees with fifteen (15) to twenty (20) years of employment tenure with the District as of June 30, 2016 shall receive a recurring payment of $1,000 annually.
As of the 2016-2017 school year, BTU-TSP employees with greater than twenty (20) years of employment tenure with the District as of June 30, 2016 shall receive a recurring payment of $1,400 annually.

Advanced Degree Incentives and Amounts of Incentives: Bachelors - $1,000, Masters - $1,500 and Doctorate - $2,000.

5/06/2026

ARTICLE TWENTY
TERM OF AGREEMENT
FORM, EFFECT AND DURATION

A. This Agreement shall be effective ~~June 30, 2023~~ June 30, 2026, and shall remain in effect through ~~June 29, 2026~~ June 30, 2027.

B. ~~Re-openers: For the 2024-2025 and 2025-2026 school years, either party is entitled to reopen the contract for the purpose of negotiating insurance, salary, and economic increases. Additionally, each party may select up to three (3) additional articles each to negotiate. Negotiations to resolve said items may commence any time after June 1st of each year.~~

Referendum Funds are not subject to reopener. However, the parties agree to annually negotiate the distribution of a Referendum Supplement equal to no less than 4% of base salary to eligible employees in the BTU TSP bargaining unit and shall memorialize the agreed upon distributions in a memorandum of understanding.

C. Commencement of Negotiations: No later than ~~May 1, 2026,~~ May 1, 2027, either party may require, by written notice to the other, the commencement of negotiations for a successor agreement.

D. All conditions and benefits of employment shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which are expressly provided for in this Agreement or result from the implementation of any procedure expressly set for in this Agreement. If a conflict occurs between existing School Board policy and this Agreement, the provisions of this Agreement shall supersede those of School Board policy.

E. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Dated this 6th day of May, 2026.

Anna Fusco
President and Chief Negotiator,
Broward Teachers Union

Dr. Howard Hepburn
Superintendent of Schools

Chair, ~~Debra Hixon~~ Sarah Leonardi

Chief Negotiator, ~~David Azzarito~~
Dr. Ernie Lozano

SSBC PROPOSAL
Medical Plan Design Model

1A 5/06/2026

Broward County Public Schools

Gallagher
Insurance | Risk Management | Consulting

Premier Plus		
Item	Current	Moderate Changes
Deductible Before Copays	No	Yes
Deductible	$250	$350
Out of Pocket Maximum	$2,000	$2,500
IP Copay	$250	$250
ER Copay	$300	$300
PCP Copay *	$25	$25
Specialist Copay	$45	$45
Pharmacy Copays - 30 day	$6/$10/$50/$75	$15/$25/$75/$120
Pharmacy Copays - 90 day	$6/$10/$100/$150	$15/$25/$150/$240
All Changes Combined		($25,306,560)

Premier	Current	Moderate Changes
Deductible Before Copays	No	Yes
Deductible	$500	$700
Out of Pocket Maximum	$2,500	$3,000
ER Copay	$350	$350
PCP Copay *	$25	$35
Specialist Copay	$45	$60
Pharmacy Copays - 30 day	$10/$50/$75	$20/$75/$120
Pharmacy Copays - 90 day	$10/$100/$150	$20/$150/$180
All Changes Combined		($3,030,930)

Total Impact Both Plan		($28,337,490)

** PCP Copay also applies to Behavioral Health, Physical Therapy, and Chiropract.*

Red highlights represent proposed changes in plan design from the current plans.

5/6/26
SBBC Proposal
Session 3

	1.56%	1.96%	1.98%	2.13%	2.25%	2.25%	2.25%
Premier Plus							
	<25K	**25K - 50K**	**50K - 75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
Annual	$ 390.00	$ 490.00	$ 990.00	$ 1,600.00	$ 2,250.00	$ 2,820.00	$ 3,375.00
**10 month	$ 39.00	$ 49.00	$ 99.00	$ 160.00	$ 225.00	$ 282.00	$ 337.50
	3036	3683	10579	1478	348	160	28

	0.96%	1.20%	1.44%	1.28%	1.56%	1.82%	1.60%
Premier							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
Annual	$ 240.00	$ 300.00	$ 720.00	$ 960.00	$ 1,560.00	$ 2,280.00	$ 2,400.00
**10 month	$ 24.00	$ 30.00	$ 72.00	$ 96.00	$ 156.00	$ 228.00	$ 240.00
	274	354	960	112	31	15	1
Total	$ 1,249,800	$ 1,910,870	$ 11,164,410	$ 2,472,320	$ 831,360	$ 485,400	$ 96,900

** Illustrative Purposes Only

** Individual employees' bi-weekly deductions will vary based on payroll calendar.

TA
5/06/2026

SBBC Counterproposal 5/6/26

~~BTU Proposal~~ – 05.06.26 -- Art. 22(B)(5)

An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School Board of Broward County's medical health insurance program shall be reimbursed at a rate of ~~seven hundred fifty dollars and no cents ($750)~~ one thousand ~~five hundred~~ dollars and no cents ($1000) per year (optout dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

$1,000.00

TA
5/06/2026

COLLECTIVE BARGAINING AGREEMENT

Between

**The Broward Teachers Union-
Technical Support Professionals
(BTU-TSP)**

and

**The School Board of Broward County,
Florida**

**~~2024-2025~~ 2025-2026
School Year**

**June 30, ~~2023~~ 2026 – ~~June 29, 2026~~
June 30, 2027**

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ARTICLE ONE
PREAMBLE

This Agreement entered into by The School Board of Broward County, FL hereinafter referred to as the "Board" or the "District" and the Broward Teachers Union-Technical Support Professionals Supervisory Unit and Non-Supervisory Unit, hereinafter referred to as the BTU-TSP. This Agreement has as its purpose the promotion of harmonious relations between the Board and the BTU-TSP; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours, and other terms and conditions of employment.

ARTICLE TWO
RECOGNITION

Exclusive Representation

The Employer recognizes the rights granted to the BTU-TSP in this Agreement shall be granted to the BTU-TSP exclusively as the sole and exclusive bargaining agent in all matters establishing and pertaining to wages, hours, and other terms or conditions of employment for all full and part-time employees in the classifications included in the following certifications of the Public Employees Relations Commission (PERC), RC-99-028 and RC-2000-075. The classifications included in these certifications are listed in Appendices A & B. Any classifications added to either unit shall be added to the appendices as though originally included.

The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms or conditions of employment. Nor shall the employer permit dues deduction for another organization purporting to represent employees on these matters or negotiate with employees over wages, hours and other terms and conditions of employment.

ARTICLE THREE
DEFINITIONS

"Assignment" – The designation of an employee to a specific work location.

"Classification" – The position assigned to a specific pay grade and recognized as part of the bargaining unit represented by BTU-TSP.

"Contract" – That document which delineates the items and terms, which were mutually agreed to as the result of collective bargaining.

"Days" – Days shall mean calendar days unless otherwise specified herein.

"Department" – An operational unit within a division.

"Employee" – All employees in the unit represented exclusively by the BTU-TSP.

"Fiscal Year" – July 1 of one year through June 30 of the following year, which corresponds to the school year.

"Immediate Supervisor/Supervisor" – The individual having immediate supervisory authority to evaluate and issue corrective action to the unit employee(s) and who may or may not be a member of the bargaining unit.

"Job Description" – The approved, written document describing the duties, responsibilities and qualifications of the job.

"Parties" – The School Board of Broward County, Florida, as employer, and the Broward Teachers Union-Technical Support Professionals, as the exclusive bargaining agent.

"PERC" – The Public Employees Relations Commission created by Florida Statutes, Section 447.004.

"Professional Employee" – Any employee engaged in work in any two or more of the following categories:

1. Work predominately intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work;

2. Work involving the consistent exercise of discretion and judgment in the performance;

3. Work of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and

4. Work requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education, an apprenticeship, or training in the performance of routine mental or physical processes.

"Reorganization" – A change in the reporting structure for supervision of classifications represented by the Broward Teachers Union-Technical Support Professionals.

"School Board" – The School Board of Broward County, Florida, the duly elected board established under the Florida Constitution, Article IX, Section 4 and Florida Statutes, Section 230.03 (2). The School Board may be referred to herein as either the "District" or the "Board".

"School Board Policies" – The body of policies and rules adopted by the School Board of Broward County, Florida.

"Seniority" – Seniority shall be based upon an employee's date of hire. Service shall not be deemed to be interrupted by any paid leave approved pursuant to this Agreement or approved unpaid leave taken pursuant to state and/or federal guidelines. (i.e. Family Medical Leave Act or Military Leave Act.) Seniority shall cease upon the termination of employment. Seniority shall be frozen at the years of service attained at the beginning of an approved unpaid leave of absence. Such seniority shall resume from the point at which it was frozen when the employee returns to their former status as a paid employee.

"Union" – The Broward Teachers Union-Technical Support Professionals, as the exclusive bargaining agent representing members of the bargaining unit.

"Workday" – The period of time each day that an employee is to be present and performing assigned duties as designated by management.

ARTICLE FOUR
MANAGEMENT RIGHTS

A. It is understood and agreed that the District possesses the right and responsibility to operate and manage all schools, departments and programs and to direct the workforce.

The rights, powers, authority, and discretion necessary for the District to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the District shall have the clear right to make administrative decisions.

B. Consistent with this Agreement, these management rights shall include, but not be limited, to the following:

1. Determine the purpose and mission of the Broward County School system and the departments and agencies under its jurisdiction.

2. Set standards of service to be offered to the public.

3. Exercise control and discretion over its organization and establish employee job descriptions.

4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and issuance of corrective action.

5. Take corrective action for just cause.

6. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.

7. Hire, promote, transfer or assign employees.

8. Schedule overtime work.

9. Contract out (subcontract) for services.

10. Introduce new, improved or different methods and techniques of operation or work procedure.

C. **NON-DISCRIMINATION**

1. Each employee in the bargaining unit has the right, freely and without fear of penalty or reprisal, to join the BTU-TSP or to refrain from any such activity. Any employee who exercises his/her rights under this Agreement shall not be subjected to corrective action, reprimand, warning or reprisal because of such participation.

2. Membership, non-membership, or legitimate activity under applicable labor laws or provisions of this Agreement will not jeopardize an employee's good standing with the Board or opportunity for advancement.

3. The Board and the BTU-TSP agree that they will not discriminate against any employee because of gender, race, color, religion, disability, age, national origin, sexual orientation or marital status.

4. The Board shall comply with all federal, state, and local laws regarding non-discrimination including, but not limited to, Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act (ADA) of 1990, as amended, the Age Discrimination in Employment Act, as amended, and the Florida Civil Rights Act.

D. Administrative Procedures have been established by Broward County, the State of Florida and the United States for the handling and processing of claims of unlawful employment discrimination based on gender, race, color, religion, disability, age, national origin, sexual orientation, or marital status. The BTU-TSP and the Board encourage bargaining unit members who believe that they have been victims of employment discrimination based on gender, race, color, religion, disability, age, national origin, sexual orientation or marital status to file such claims with the School Board of Broward County Equal Educational Opportunities/ADA Compliance Department, the United States Equal Employment Opportunity Commission, the Florida Commission on Human Rights, or the Broward County Human Right Section. Claims of employment discrimination based on gender, race, color, religion, disability, age, national origin, sexual orientation or marital status shall not be subject to the grievance procedure.

ARTICLE FIVE
UNION RIGHTS

A. **Use of Facilities**: The BTU-TSP and its representatives shall have the right to use school district buildings at all reasonable hours for meetings, in accordance with Board policy and rules.

B. **Equipment**: The BTU-TSP and its representatives may, upon approval, have the right to use facilities and equipment, including computers, email services, printers, faxes, typewriters, mimeographing machines, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU-TSP may pay for the reasonable cost for such use and for all materials and supplies incidental to such use.

C. **Posting of Notices**: The Board shall provide bulletin board space in each department or office for the posting of union notices and newsletters. The BTU-TSP shall have the right to post notices of activities and matters of BTU-TSP concern. Only official BTU-TSP notices shall be posted. Notices endorsing any national, state or local political candidate shall be prohibited.

D. **Conduct Business**: Duly authorized representatives of the BTU-TSP and its respective affiliates may, with approval, be permitted to transact official union business on school district property at all reasonable times, provided that this shall not interfere with or disrupt normal school district operations. Approval will not be unreasonably withheld.

E. **Information and Reports**: The Board agrees to furnish to the BTU-TSP, in response to reasonable request, annual financial reports and state audits, periodic financial reports regularly submitted by the Superintendent to the Board; Superintendent's tentative budget and the final budget; full Board agendas furnished to Board members and minutes of Board meetings; names and addresses of all employees, salaries paid thereto, job titles, pay grade placement and work locations; pupil enrollment, enrollment projections, membership and attendance data; and such other specific information, if available, as will assist the BTU-TSP in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU-TSP to process any grievance.

Failure to furnish the above requested information shall not be the basis of a grievance unless it can be affirmatively shown that the information sought can be specifically identified and is available in the form sought

and the information sought, in the form requested, is denied after a reasonable time. Unintentional inaccuracies of the information furnished and subsequent revisions of data based on revised information shall not be the basis of a grievance.

F. **Board Agenda**: The BTU-TSP may appear on the Board agenda to discuss Board business not in violation of labor laws.

G. **Payroll Dues Deduction**: The Board shall, upon written authorization of the employee, deduct BTU-TSP dues. The BTU-TSP shall furnish, distribute and process assignment authorization forms, said forms to be filed by BTU-TSP with Human Resources & Equity. Employees who desire to become members of the BTU-TSP shall file their assignment authorization forms with the BTU-TSP. Pursuant to such authorization, the Board shall deduct such annual sum as authorized in equal payments from the employee's regular salary check, beginning with the salary check received by the employee in the month following the date of authorization. Deductions shall be made from those checks designated by BTU-TSP during the fiscal year. Such authorization shall continue in effect from month to month thereafter, unless revoked by the employee in writing to the BTU-TSP and to Human Resources & Equity, not less than thirty (30) days prior to the next payroll cutoff date.

The deductions shall be remitted not less frequently than monthly to the BTU-TSP. The right to such dues deductions shall be granted exclusively to the BTU-TSP and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU-TSP shall notify the Division of Human Resources & Equity of the amount of any change in annual dues to be deducted no later than the last workday of the month prior to the month in which such change becomes effective. The BTU-TSP agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this section.

H. **Other Deductions**: Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU-TSP special service programs, or any other plans or programs approved by the BTU-TSP and the Board as a part of this Agreement. The number of deductions for voluntary benefits such as union dues and cancer insurances will be a maximum of twenty (20) deductions. The BTU-TSP agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the application of the provisions of this section.

I. **Worksite Visitation**: The BTU-TSP president, vice-president and/or other BTU-TSP representatives may, upon approval of the worksite administrator, be allowed to visit school district buildings to investigate working conditions, employee complaints, problems, or for other purposes relating to BTU-TSP affairs.

J. **Membership Identification**: No employee shall be prevented from displaying discrete symbols identifying membership in the BTU-TSP or its affiliates on their person or in work areas specifically assigned to them.

K. **Time for Official Duties**: It is agreed to and understood by the parties to this Agreement that BTU-TSP stewards and other official representatives may, without loss of pay, and with prior approval, attend due process meetings, process grievances, participate in collective bargaining negotiations and take part in labor-management committee meetings and other Board committee meetings which the BTU-TSP is invited to attend during their normal working hours. BTU-TSP representatives shall conduct their duties in such a manner as not to disrupt normal District business and services. The supervisor's approval to attend any such meetings shall not be unreasonably denied. Employees with official responsibilities during the annual convention of the state affiliate of the BTU-TSP, as verified to the Superintendent by the BTU president, shall be granted temporary duty leave for the convention.

With prior approval, up to four (4) hours per month may be used by stewards to resolve problems between two (2) bargaining unit members that negatively affect the operation of the department.

L. **Union Leave**: The president and vice-president of the BTU-TSP, the president of the state affiliate, and the executive officers of the national affiliate shall be granted temporary Union leave for their respective term of office. Also, a bargaining unit member who is hired by the Broward Teachers Union-Technical Support Professional as a full-time or part-time staff representative is eligible for a temporary duty leave for a period not to exceed four (4) fiscal years provided that the leave coincides with the beginning and ending of a fiscal year.

Upon return from leave, the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position. Such employee shall have the right to continue participation in the retirement system and insurance programs of the district, as well as to receive credit for salary increments, all as if in actual service to the District. The BTU-TSP shall reimburse the District for the actual cost of such employee's salary and benefits.

M. **Paid Leave Days**: The Board shall provide a pool of paid leave days not to exceed one hundred (100) days for every fiscal year thereafter for the purpose of conducting certain union business. The following criteria shall govern the use of said leave days:

1. The BTU-TSP president or his/her designee shall notify the Board's Director of Employee & Labor Relations or his/her designee no later than five (5) working days in advance of the requested leave day. The purpose and nature of the leave shall also be provided at that time.

2. If the supervisor of the employee who is requesting the leave decides to hire a substitute/temporary employee, the BTU-TSP shall reimburse the Board for the actual cost of the substitute in a timely manner.

3. No bargaining unit member may use more than five (5) consecutive workdays of leave in a fiscal year. No bargaining unit member may use more than fifteen (15) days from the pool in a school year. However, by mutual agreement, this limitation may be extended by the parties.

N. **Electronic Reporting**: The Board agrees to provide to the BTU-TSP the dues deduction information in electronic format, as requested. BTU-TSP agrees to reimburse the Board for the actual additional cost of such service.

O. **Contract Enforcement**: BTU-TSP officers, stewards and other BTU-TSP representatives shall be allowed to engage in activities directly related to the administration of the Agreement so long as they do not disrupt the normal operations of the school district.

P. **Roster for Bargaining Unit**: The Board agrees to furnish the BTU-TSP, four (4) times each year, September 15, December 15, March 15 and June 15, two (2) full file information rosters of bargaining unit members, (one in alphabetical order by location – one in alphabetical order).

Q. **Rights of Steward(s)**: The official BTU-TSP steward(s) shall not be subject to harassment, abusive language, upbraiding, insults or interference by a supervisor in the performance of the steward(s) official union duties. The BTU-TSP shall provide a list to the Superintendent no later than September 1st of each year containing the names of the official BTU-TSP stewards at each worksite. The BTU-TSP will provide the Superintendent with the names of new stewards whenever such action occurs.

R. **Right to Engage in Activities**: Employees shall have the right to engage in concerted activities not prohibited by law. Employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida. Employees shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

S. **New Employees**: The Board shall provide a list of newly hired employees to BTU-TSP monthly.

T. **Florida Law**: Nothing contained herein shall be construed to deny or restrict to any employee rights granted under the Florida School Laws or other applicable laws and regulations.

U. **Parking:** The School Board shall provide BTU-TSP with parking passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The number of passes shall not exceed five (5). The Vice President of BTU-TSP shall provide a written list of BTU-TSP Leadership to the Director of Employee and Labor Relations by September 1st of each school year or whenever changes occur. This provision does not cover BTU support staff, such as secretaries.

ARTICLE SIX
WORKING CONDITIONS

A. The daily standard of working hours for full-time employees shall be no longer than eight and one-half (8.5) consecutive hours, including a one (1) hour unpaid duty-free meal period, when there is a workweek consisting of five (5) consecutive days. Other employees may be required to work a different schedule based upon the operational needs of the system.

B. The standard workweek for full-time employees will be thirty-seven and one-half (37.5) hours.

C. The workweek shall consist of five (5) consecutive days during the school year unless mutually agreed by the employee and his/her supervisor. Schedules varying from these provisions, shall not be subject to this section. The District may change the workweek during the summer to four (4) consecutive days, in which case the standard daily working hours may be longer than eight and one-half (8.5) consecutive hours. The standard work week for payroll purposes shall be Monday through Sunday.

D. No employee shall be required to work more than twelve (12) hours in a workday, except in case of an emergency or operational need of the District.

E. **Compensatory Time**

1. Professional employees, as defined by Florida Statutes, Section 447.203, who are exempt from coverage by the Fair Labor Standards Act (FLSA) shall receive compensatory time at the ratio of 1:1 for pre-approved work in excess of thirty-seven and one-half (37.5) hours. The accumulation and use of compensatory time shall be recorded in a standard format established by the Board. The accumulation of compensatory time for these employees is limited to forty (40) hours or, upon approval of the supervisor, to eighty (80) hours. In special circumstances, the Superintendent or his/her designee may extend the limit on the accumulation of compensatory time if mutually agreed to by the employee.

2. Compensatory time shall be scheduled by mutual agreement by the employee and his/her supervisor. If compensatory time is denied, arrangements shall be made to schedule another mutually agreeable time promptly after such denial. The employer shall not unreasonably deny a request for compensatory time. The employee shall not be unreasonable in selecting time off. When an exempt employee is requested to work in excess of the standard workweek

of thirty-seven and one-half (37.5) hours and compensatory time cannot be taken because of operational needs of the District, the hours shall be paid to the affected employee at his/her regular hourly rate at the end of the fiscal year or when approved in advance by his/her supervisor.

3. The Board shall apply FLSA requirements for compensatory time and overtime for non-exempt employees to all employees other than those cited in subsection 1 above. Job classifications previously considered non-exempt under FLSA shall continue to receive the same benefits of overtime pay that they received prior to June 1, 2004.

4. Employees who are the immediate supervisors of others whose actual scheduled work hours are more than seven and one-half (7.5) hours a day and who are required to work on the same schedule shall be paid at their hourly rate for time worked beyond seven and one-half (7.5) hours a day, including paid leave days and paid holidays, where applicable.

5. Non-exempt employees who are required to perform work on an emergency basis shall be paid double time for all hours worked—but not less than four (4) hours—on all District recognized holidays on which the School District is closed.

F. **On-Call Assignments**: On-call assignments are defined as those instances when unit members have been instructed to remain available to return to their work location on short notice to perform assigned duties during an off-duty period. Employees shall be paid four (4) hours at the appropriate rate of pay on each non-work day they are on call. If the affected employee is assigned work to perform during non-regular work hours, the employee shall be paid for all hours worked in excess of four (4) hours at the appropriate rate of pay. In the event the employee is required to report to work, the employee shall be paid for mileage incurred in reporting to and returning from work. If the on-call duties occur during a week in which the District is closed as the result of a recognized holiday, the holiday hours shall count as hours worked for the purposes of computing overtime compensation for non-exempt personnel pursuant to the provisions of this section. On–call assignments shall be made on a rotation basis for all qualified employees.

G. **Emergency Call-Back:** Emergency Call Back is defined as those instances when unit members have not been placed on-call, but are contacted to return to their work location or to perform work on short notice during an off-duty period. Non-exempt employees shall be paid a minimum of four (4) hours at the appropriate rate of pay on each non-work day they are

called back. Exempt employees shall receive compensatory time on an hour-for-hour basis at not less than four (4) hours for call back work. In the event employees are required to report to work, both exempt and non-exempt employees shall be paid for mileage incurred in reporting to and returning from work for call back duties. If the call-back duties require work in excess of the four (4)-hour minimum, the employee shall be compensated at the appropriate rate of pay for the actual number of hours worked. If the call back duties occur during a week in which the District is closed as the result of a recognized holiday, the holiday hours shall count as hours worked for the purposes of computing overtime compensation for non-exempt employees pursuant to the provisions of this section.

H. **Flexible Hours:** Employees shall be allowed with the approval of their supervisor, which approval shall not be unreasonably withheld, to adjust their work schedule to allow for medical appointments or personal emergencies.

Employees by mutual agreement, may be assigned flexible work schedules to support the 24-hour operating schedule; respond to emergency/unforeseen requirements; and to adapt to cyclic workload requirements. Regular work schedules for each employee shall be established, anticipating, to the extent possible, extra and/or other than normal schedule requirements. When a department deems it necessary to institute a second/third/alternate shift, the department shall initially solicit volunteers. If there is an inadequate number of volunteers, those employees with the necessary qualifications shall be selected by reverse seniority.

Where feasible, an employee shall be granted release time through flexible scheduling to attend parent/teacher conferences or other school activities involving their children that may occur during the regular workday.

I. **Abusive Language, Insults, Harassment**: School Board employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by an administrator/supervisor or other persons in the performance of the employee's duties.

J. **Telecommuting Assignments**: Nothing herein shall preclude a supervisor, with agreement from the impacted employee, from providing an opportunity for employees to perform regular duties by telecommuting.

K. **Contract Renewal**

1. An employee's status shall be renewed from year to year unless the Board terminates the employee for one of the following reasons: just

cause, failure to meet job standards, reorganization of the workforce or a reduction in the number of employees on a District wide basis for financial or operational reasons.

2. In the event the Board terminates an employee, the Board may suspend the employee with or without pay. The employee shall receive written notice and shall have the opportunity to formally appeal the termination through the grievance procedure.

L. **Emergency Working Conditions**

In the event that, due to conditions beyond the control of the Board, including but not limited to hurricanes, windstorms, floods and tornadoes, the Superintendent, or his or her designee, or the School Board, or any other public official, declares an emergency and directs the School Board to commence emergency operations and/or orders the schools, facilities or administrative areas to be closed, employees shall be compensated as described below:

1. Any employee regularly scheduled to work during the time of the emergency or who is ordered to return home during the emergency or prior to the completion of said employee's work day shall be paid for all hours during the emergency period which the employee had been scheduled to work. Make up days may be required for those instructional days not waived by the State for employers in the Transportation Department and School Nurses/LPNs. Other employees required to work on those additional instructional days shall be compensated subject to emergency call back provisions.

2. Any employee scheduled to be on pre-approved sick leave, annual leave, or personal leave during the declared emergency shall suffer no loss of pay and no leave time shall be deducted from the applicable leave accumulation.

3. Any employee who is assigned or called back by the Board to work during the declared emergency shall be compensated at double the employee's straight time base hourly rate for all hours actually worked. This compensation shall be in addition to any compensation which would otherwise be due the employee under the provisions of paragraph 1 above.

4. Full-time employees who fail to report to work after a call-back shall not be compensated for days not worked while schools are closed due to the emergency conditions unless on approved leave prior to

the time of the call-back or on other approved leave provided in this Agreement.

M. **Continuing Education:**

Both parties agree that continuous improvement of employee skills benefit both the employee and the School Board in the performance of job duties. Therefore, the parties agree to the provision of continuing education funding opportunities so that employees may acquire, maintain and improve skills at no cost or at a reduced cost. To meet this goal, the parties agree to create a fund for BTU-TSP employees who seek reimbursement for additional qualifications and/or coursework related to skills within their job family.

In order to address this issue and accomplish their common goal, the parties agree to the following:

1. Establishing an ongoing committee with equal numbers of no more than three (3) participants from each party.

2. The committee has the authority to design and recommend a procedure, and create an appropriate application and related processes, to be made available to TSP employees by September 30th of each fiscal year. If an extension is needed, the parties mutually agree to extend the deadline for no more than thirty (30) days.

3. Designees from the District and BTU-TSP will chair the committee.

4. The committee shall be authorized to establish dates for distribution of the funds based on the approved guidelines.

5. The parties have reached agreement regarding the administration of the fund:

    a. Establishing an annual training fund consisting of a minimum of $100,000.

    b. Employees must have completed eight (8) years of work experience, as determined by their most recent date of hire with the School Board, in order to be eligible to request the funds.

N. **Labor Management Meetings:**

Upon mutual agreement, three (3) representatives of the Administration and three (3) representatives of the BTU-TSP will meet during the regular school year on an as-needed basis at times convenient to both parties for

the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts ("SMEs") to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than one and one-half (1½) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss mattes of active grievances, pending arbitrations or disciplinary actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will alternate the location of the Labor Management meetings.

The Chairperson will jointly rotate between the Administration and the Union. The Chairperson will be responsible for conducting the meeting and distributing the agenda. Summaries of action plans will be shared between both parties.

ARTICLE SEVEN
HEALTH AND SAFETY

A. Employees shall not be required to work under unsafe or hazardous conditions. Employees are to be provided a safe work place and are to be furnished with safety devices, protective clothing, and such safeguards as are necessary to reduce or eliminate accidents and injuries. Managers/supervisors are to do everything reasonably necessary to protect the life, health and safety of each employee and the public. Whenever an unsafe or hazardous condition exists, the employee aware of the condition shall report it to the immediate supervisor who shall make every effort to take immediate steps to correct the unsafe or hazardous condition. If the immediate supervisor cannot correct the problem within ten (10) workdays of the date of notification of said problem, the affected Chief School Performance & Accountability Officer shall be notified for the purpose of investigation and resolution of the matter. This deadline may be extended by mutual agreement between the parties.

B. Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the School Board. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practice and operating methods, shall be grounds for appropriate corrective action.

C. In the event an employee is involved in an accident or injury, an accident report will be completed and distributed, as prescribed by School Board Policies and State Statutes.

D. If an employee complains of indoor air quality problems, the District shall follow the IAQ Response Protocol to investigate the root cause and determine a course of action to correct the problem, if necessary. The employee initiating the complaint will be provided with information on the course of action and the tentative timeline for completion. The District's IAQ Response Protocol and any amendments to it are hereby incorporated into the contract by reference.

E. Bomb/Terrorist Threats: Employees shall not return to worksites which have been evacuated due to bomb or other similar devices until clearance for such returns has been given by proper authorities. Employees shall not search for bombs or other similar devices.

F. In order to ensure the safety of employees and students, the District shall follow the center for disease control protocols when responding to

infectious diseases. When receiving a complaint regarding potentially hazardous, dangerous, or infectious situations, the administrator/ designee shall contact the appropriate District department (i.e., Risk Management, Environmental Health & Safety or Physical Plant Operations, etc.) or local emergency response providers (local police and fire departments) for the purpose of taking appropriate action to resolve the situation. The administrator shall inform the notifying employee of the recommendation received and the action taken.

G. Reports of threats of a violent nature made against an employee shall immediately be reported to supervisory personnel, who shall immediately notify SIU and the affected employee. The employee shall be given the opportunity to immediately notify law enforcement officials, the union and other appropriate individuals if the employee so desires.

ARTICLE EIGHT
GRIEVANCE PROCEDURE

A. **Definition:** A grievance is defined as any difference or dispute between the Board and the BTU-TSP or any employee affecting terms and/or conditions of employment regarding the application or interpretation of this Agreement.

B. **Purpose:** The Board and the BTU-TSP desire that these grievances be settled in an orderly, prompt, and equitable manner so that the efficiency of the Board may be maintained and the morale of employees not be impaired. Every effort will be made by the Board, employees, and the BTU-TSP to settle the grievances at the lowest level of supervision.

C. **Exclusive Rights:** The parties agree that the BTU-TSP has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the BTU-TSP expressly waives its right in writing to process a grievance because the unit member is not a dues-paying member of the union. A copy of the waiver shall be provided to the school district's Director of Employee & Labor Relations. The BTU-TSP accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

D. **Informal Discussion:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a BTU-TSP steward, within fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

E. **Formal Grievance:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within seven (7) working days of the informal discussion, on the form set forth in Appendix C, signed by the grievant and/or a steward of the BTU-TSP, which form shall be available from the administrator or the BTU-TSP steward in each work location.

If the grievance involves more than one (1) work location, a group of employees, or arises from the action or inaction of the administration above the level of the immediate supervisor, it may be initially filed with Employee & Labor Relations at Step II and informal discussion may be waived by mutual agreement. In the event that a BTU-TSP steward has

not signed the grievance, a copy of the grievance shall be provided to the BTU-TSP immediately upon the filing of the grievance.

STEP I

The grievant may submit to the immediate supervisor a copy of the grievance form. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the BTU-TSP in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within seven (7) working days after such meeting, and shall furnish a copy thereof to the BTU-TSP.

STEP II

If the grievant or BTU-TSP is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to Employee & Labor Relations within seven (7) working days of the disposition, or expiration of the time limit. Within twelve (12) working days of receipt of the grievance, Employee & Labor Relations shall meet with the grievant and/or the BTU-TSP and shall indicate the disposition of the grievance in writing to the grievant and/or BTU-TSP within seven (7) days of such a meeting.

STEP III

If the grievant is not satisfied with the disposition of the grievance by Employee & Labor Relations, or if no disposition has been made within the specified time limit, the grievance may be submitted by the BTU-TSP to arbitration before an impartial arbitrator within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the BTU-TSP will contact Employee & Labor Relations one final time for the purpose of attempting to reach agreement prior to requesting the AAA or FMCS to select an arbitrator in accordance with their rules. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their rules, which rules must likewise govern the arbitration proceedings.

The arbitrator shall limit his/her decision to the application and interpretation of this agreement and shall have no power to amend, modify, nullify, alter, add to, or subtract from the terms of this Agreement. Neither party shall be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

F. **Cost of Arbitration**: If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or FMCS filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the grievant or the BTU-TSP. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur. Employees required to testify will be made available without loss of pay; however, whenever possible, they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant(s). In group grievances, the group of employees shall be represented by the BTU-TSP and one member of the group.

If the BTU-TSP waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the BTU-TSP, the employee may carry the case forward but he/she may be responsible for all arbitration costs pursuant to this provision. Under such circumstances, the BTU-TSP shall not be responsible for arbitration costs associated with the specific grievance.

G. **Time Limits:** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during work hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.

H. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances. No reprisals of any kind will be made by the Board or its representative or any member of the administration against any bargaining unit member(s) in the grievance procedure by reason of such participation.

I. The grievance response or final grievance disposition will be placed in the employee's personnel file. All other documents related to the grievance will be placed in a separate grievance file.

J. **School Board Policies:** Access to School Board policies at each work location shall be available to BTU-TSP stewards for the purpose of reference and information, as well as for the purpose of expediting the provisions of this grievance procedure.

K. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The parties agree to use the Rules for Expedited Arbitration Procedures and Hearings published by the agency conducting the hearing.

ARTICLE NINE
DUE PROCESS & CORRECTIVE ACTION

A. **Progressive Discipline**: The parties agree to the principles of progressive discipline. Corrective action, for the most part, shall be administered in a manner to correct behavior that is in violation of policies, procedures and established practices. Corrective action shall be administered for just cause and not in a manner that is demeaning or degrading.

B. **Meetings and Notifications**: The District shall notify an employee of any allegations or accusations that the employee has engaged in misconduct within twenty (20) working days from when the District knew or should have known of such allegations or accusations. For any meeting scheduled for the purpose of taking corrective action, the department shall provide the employee with written notification of the violation and schedule a meeting where the circumstances surrounding the violation shall be discussed. This meeting shall be scheduled no sooner than three (3) working days after the employee receives such notification. For example, if a supervisor schedules the conference for Friday, the employee must be notified on Tuesday.

C. **Right to Representation**: Notification sent to an employee pursuant to Section B of this Article shall inform the employee of his/her right to BTU-TSP representation. When a request for such representation is made, no action shall be taken with respect to the employee within the three (3) working days' notice time period. If a BTU-TSP representative is not present at a properly scheduled meeting, the meeting may proceed as scheduled without representation, except when either party indicates that a personal emergency prevents attendance, in which case the meeting shall be rescheduled at the earliest possible time.

D. **During the Meeting**

1. The due process meeting is intended to provide the employee with an explanation of the charges and the basis for the charges. Any relevant questions that the employee asks shall be answered to the best of the supervisor's ability. The employee shall be given an opportunity to respond, including their own explanation of the incident or mitigating circumstances, either verbally or in writing.

2. If during the course of a meeting that was not called for the purpose of issuing corrective action, the necessity develops for issuing one, the supervisor shall notify the employee at that time that he/she is entitled to BTU-TSP representation. When a BTU-TSP representation is requested and the employee is to be represented

by the Union, no action shall be taken with respect to the employee until such representative of the BTU-TSP is present. It is the employee's responsibility to have a representative present within three (3) working days of said request. If a BTU-TSP representative is not present at the meeting, it will proceed as scheduled without such representation.

E. **Corrective Action**

1. Any corrective action of an employee shall be for just cause. Corrective action may be taken in the form of a verbal reprimand, written reprimand, suspension, demotion or discharge.

2. No action against an employee shall be taken on the basis of a complaint by any individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her supervisor.

3. No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation. Investigations shall be conducted in a timely manner in accordance with Florida Statutes.

4. An employee may be relieved of duty pending the completion of an investigation or other administrative action for circumstances that could lead to the employee's termination. The employee may be relieved of duty with pay or temporarily reassigned or transferred to another position within the department/program, pending appropriate administrative action.

5. Any recommendation for dismissal of an employee because of incompetent performance, as specified on the employee's assessment form, shall not be made prior to the conclusion of a time period as set forth in the assessment form for the purpose of correcting such deficiency or deficiencies.

6. Except for extenuating circumstances, as determined by the administration, no action shall be taken against an employee on the basis of an unverified complaint by a parent, student, or other individual(s), or entity(ies) unless the matter is first reported to the employee, and the employee had the opportunity to discuss the matter with his/her supervisor.

7. Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion or other corrective action shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.

8. An employee's refusal to sign evaluation forms and any corrective action forms that may be required/generated under the provisions of this Article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content. However, if the employee does not sign a document acknowledging receipt, proper notice of receipt shall be documented by the signature of the supervisor and a witness, in which case the issue of proper notification shall not be raised by the Union.

ARTICLE TEN
PERSONNEL FILE ACCESS & SECURITY

A. **Number of Files:** There shall be no more than two (2) personnel files (the official file and the site file) maintained for each employee. The official file will be maintained at the Human Resources Support Services Department. The site file, shall be kept in the principal's or director's office at the school or other location where the employee is then employed. Each document placed into either file shall be in accordance with Florida Statutes, Section 1012.31. When the employee transfers to another school or site within the District, the site file will be transferred with the employee.

B. **Anonymous Items:** No item from any anonymous source may be placed in the personnel file.

C. **Investigative File:** The file established by the District as a result of any investigation of an employee is not one of the two personnel files listed above. Access to a file dealing with an investigation shall be in accordance with the provisions of Florida Statutes, Section 1012.31. If the preliminary investigation is concluded with the finding that there is not probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint.

D. **Notification to Employee:** Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statutes, Section 1012.31. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the grievance procedure of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.

E. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of BTU-TSP may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the administrator responsible for the safekeeping of such file. An employee's personnel file shall be open to

inspection pursuant to the criteria and requirements in Florida Statutes, Section 1012.31.

F. **Prohibited Materials and Remedy:** Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. An employee has the right to answer in writing any materials in a personnel file, and the answers shall be attached to the file copy. An employee has the right to request that the Superintendent or the Superintendent's designee make an informal inquiry regarding material in the employee's personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his or her findings.

ARTICLE ELEVEN
COMPENSATION

A. **Step Assignment**: All BTU-TSP employees shall be paid on a Step in the salary schedule (see Appendix D). Employees shall be paid retroactively from the first workday of employment during that fiscal year.

The parties agree that employees shall not advance a step on the Salary Schedule unless the Collective Bargaining Agreement specifically calls for a step increase for the specific school year in question. If there is no Collective Bargaining Agreement in effect at the start of a school year, then step increases shall not be granted unless the subsequent contract specifically requires one.

B. **Step Increase**: Employees shall move to the next step of the salary schedule, only when agreed to specifically by parties in contract negotiations. If a step increase is provided, it shall be granted to those employees who receive an overall performance evaluation rating of "Effective" or higher. An employee who receives an overall performance evaluation of less than "Effective" shall not be eligible for the Board approved step increase; however, if the affected employee receives an overall performance evaluation of "Effective" or higher for the succeeding year he/she shall be granted the withheld step but not on a retroactive basis.

C. **General Increase**: If a general increase is provided, it shall be granted to those employees who receive an overall performance evaluation rating of "Effective" or higher. An employee who receives an overall performance evaluation of less than "Effective" shall not be eligible for the Board approved general increase; however, if the affected employee receives an overall performance evaluation of "Effective" or higher for the succeeding year he/she shall be granted the withheld general increase, but not on a retroactive basis.

D. **Temporary Assignments**: It may be necessary for employees to assume additional responsibilities for a temporary period of time. When the added responsibilities fall within the definition of acting or working out of classification assignment (as defined below), and upon approval by the Superintendent and the Board, the employee shall be eligible for additional compensation.

1. **Acting Assignments:** An acting assignment is the temporary appointment of an employee to a vacant position assigned at a higher pay grade for which a Board approved job description exists and for which the employee meets the minimum job qualifications.

Employees appointed to an acting assignment may be relieved of their regular job duties and responsibilities for the duration of the appointment.

2. **Working Out of Classification Assignments:** A working out of classification assignment is the temporary appointment of additional responsibilities for a specific duty, special project or initiative that is distinctly different from the employee's regularly assigned job. While a Board approved job description is not required for a working out of classification assignment, a description of the responsibilities associated with the task and business rationale for the assignment must be included as part of the request.

3. **Temporary Assignment Eligibility Criteria and Provisions:** The following provisions are applicable to both acting and working out of classification assignments:

   a. Offers of acting and working out of classification assignments shall be placed in writing by the supervisor to the employee on the basis of qualifications.

   b. Assignments must be approved by the Superintendent and the Board.

   c. Assignments must be for a minimum of thirty (30) days and shall not extend beyond 180 days without approval by the Superintendent or designee and reauthorization by the Board.

   d. Employees temporarily assigned acting or working out of classification duties will receive appropriate orientation and training as determined necessary by the assigned department.

   e. If an employee is unable to perform satisfactorily while assigned acting or working out of classification duties, he/she may be returned to their previous position. Performance in the temporary assignment shall not be reflected in their evaluation.

   f. Employees that are temporarily assigned Board-approved acting or working out of classification responsibilities shall receive compensation in accordance with the promotional language in Article Eleven, Section F of this Agreement.

   g. Pay changes associated with acting and working out of classification assignments are provisional and are not considered part of the employee's permanent salary. At the conclusion of the temporary assignment, the employee's pay

will be reduced to the amount earned prior to the temporary assignment.

h. Employees who are temporarily assigned to work in a lower classification are ineligible for temporary supplemental pay and shall continue to be paid at the rate for their regular position.

i. At the termination of the temporary assignment, the employee shall revert to his/her former status, unless appointed or assigned as a permanent employee in that position.

j. An employee temporarily placed outside of the bargaining unit shall be entitled to return to the position previously held and shall accrue benefits and seniority as if they were in the bargaining unit during this temporary upgrade.

E. **New Appointee Salaries**: New employees will normally enter at the minimum step of the appropriate pay grade. Effective upon ratification of this contract, newly hired employees who possess experience beyond that required to qualify for the position, which is directly related to the position, will be granted initial placement higher than the beginning sep within a range indicated below according to the following schedule:

One (1) to five (5) years – Up to Step 2
More than five (5) and up to ten (10) years – Step 3 up to Step 6
More than ten (10) and up to fifteen (15) years – Step 7 up to Step 10
More than fifteen (15) years – Step 10 or above

There may be times when an individual's job uniqueness and level of skills sought may require a higher initial placement. In such cases, the Superintendent reserves the sole discretion to make such placement above the range indicated in the schedule above based on the individual's job uniqueness and level of skills.

Complaints about an employees' placement on the salary schedule may be presented to the employee's supervisor. If the supervisor is unable to resolve the complaint, the Superintendent of Schools and the President of the BTU will meet periodically to discuss the job uniqueness and level of skill in order to jointly resolve complaints. Such resolutions shall be final and binding.

F. **Promotions**: For purposes of this section, a promotion shall be defined as an action which awards a current employee a vacant position at a higher-grade classification that includes significant increases in job performance responsibilities beyond the job that the employee currently holds. Promotional opportunities must be advertised and interested employees must apply for the position.

The daily/hourly rate of an employee will be the basis for step placement when the promotion results in a salary schedule and/or assigned calendar change. The resulting pay will be no less than the minimum of the new pay grade but no more than the maximum salary of the assigned pay grade. Employees on a temporary/acting position in another pay grade/schedule shall have their pay raise computed on the basis of the regular job they held prior to the temporary/acting position.

When an employee who is currently on the BTU-TSP Salary Schedule or on another salary schedule, is promoted, as a result of a job change or job progression to a higher pay grade position, the step placement will be determined based on the higher of the two following methods: apply 5% on the salary of the previous grade/schedule and step/salary for promotions on one pay grade, and an additional 3% for each additional pay grade or promotional salary calculations shall be based on the provisions provided in this Article 11, Section E. Step placement shall be the closest step/range position that includes the new salary in the new pay grade/schedule.

G. **Demotions**: For purpose of this section, a demotion shall occur when an employee is assigned to a position with a lower pay grade on the BTU-TSP Salary Schedule.

1. **Involuntary Demotion**: An employee may be reassigned, to a position with a lower pay grade, as a result of a change in the Board's organizational chart or corrective action. An employee shall not be granted a pay increase as a result of being demoted.

   As a result of a demotion for non-disciplinary reasons, reassignment, or a reclassification to a lower paid position on the BTU-TSP Salary Schedule an affected employee shall not receive a decrease in pay for a period of at least ten (10) months from the date of demotion. Employees demoted as a result of corrective action shall receive a decrease in pay immediately upon Board approval.

   At the conclusion of the ten (10) month salary protection period, the employee will be placed on a step on the new pay grade based on the employee's assigned step in the previous paygrade. This reduction in salary shall be no less than 3% and no more than 10% of the employee's salary in the previous pay grade. If the reduction reflects more than a 10% decrease, the employee will be placed on the highest step within a maximum reduction of 10% of the previous salary.

2. **Voluntary Demotion**: When an employee, regardless of his/her assigned salary schedule, applies for and accepts a position on the BTU-TSP Salary Schedule at a lower pay grade, the employee's salary will be adjusted immediately. The step placement on the new pay grade will be based on the employee's assigned step in the previous position. However, no employee who previously held the position at a lower pay grade shall be placed at a lower step than one he/she previously held in that position.

H. **Errors in Paycheck**

1. **Underpayment**: In the event of a change, which results in an underpayment to an employee, the employee shall be properly compensated on or before the next possible paycheck following discovery of the error. Upon request, the District shall provide the employee with the specific written explanation for the underpayment through the Payroll Contact Person at the employee's location.

2. **Overpayment $100 or less**: If an employee has been overpaid by $100 or less, a corrective adjustment shall be made automatically in the affected employee's next paycheck and the employee shall be notified by their location payroll contact person. Upon request, the District shall provide the employee with the specific written explanation for the overpayment through the Payroll Contact Person at the employee's location.

3. **Overpayment Greater than $100 (except for former employees):**

   a. The School Board may collect overpayments not to exceed two (2) years in duration from the date that the administration mails the notification of overpayment letter to the affected employee. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.

   b. The Location Payroll Contact shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of $100 has occurred. The form will contain two payback options from which the employee may select and return to the Location Payroll Contact within five (5) workdays.

   c. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee

for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

d. Overpayments should be recouped in the calendar year in which it was discovered.

e. The number of payments in the pay back scheduled shall not be less than the following:

$1-$100.00	1 Payment
$100.01 - $500.00	4 Payments
$500.01 - $1,000.00	8 Payments
$1,000.01 - $1,800.00	12 Payments

For amounts above $1,800.00, no payment shall exceed $200.00 per paycheck.

f. If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the Board.

g. **Hardship**

If the financial burden in paying back the overpayment would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one of the criteria listed below to qualify for a hardship reduction:

- Death of spouse or dependent
- Legal Separation or Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including lay-off or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

$100.01 - $500.00	8 payments
$500.01 - $1,000.00	16 payments

$1,000.01 - $1,800.00	24 payments

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on an unpaid leave of absence.

I. **Mileage & Travel Reimbursement**

1. Any employee traveling on school district business shall be reimbursed in accordance with Board policy on travel and per diem expenses.

2. Any employee required to use their personal automobile to perform assigned school district duties, shall be provided expense reimbursement at the rate specified in Board Policy for business travel or mileage. All adjustments approved by the Board shall be passed along to employees on the effective date specified by the Board. The Board shall also reimburse the actual cost of tolls and parking when on District business. Every effort will be made to reimburse expenses within thirty (30) days of their submission by employees.

J. **Incentives:** The Board and BTU-TSP shall work jointly to establish a program to provide incentives to employees for ideas that increase the efficiency of the District, improve the quality of service, or create economic savings and shall make recommendations to the School Board for approval and implementation.

K. **Advanced Degree Incentive**

1. Employees who possess an advanced degree that is not contained as a requirement in their job description shall be eligible to receive an annual supplement of:

Bachelor's Degree	=	$1000.00
Master's Degree	=	$1500.00
Doctor's Degree	=	$2000.00

2. BTU-TSP shall be provided an annual accounting of the employees receiving supplements contained in subsection 1 above.

3. Employees who possess a license(s) recognized by the state of Florida or the federal government in a related field that is not contained as a requirement in their job description and are requested by a supervisor to perform duties that cannot be

performed without said license shall receive $125 for each month in which the duties are performed.

4. The District shall waive increases in requirements for incumbents in said job descriptions when possible. If requirements cannot be waived, the District shall reimburse the employee for reasonable tuition or training costs to attain the required education or license requirement.

L. **Shift Differential:** Employees assigned to work shifts whose scheduled hours of work begin at or after 1 p.m. shall be entitled to receive a differential of $1.00 per hour for all hours worked. Night shift pay differential is not to be construed as part of base pay for purpose of payment of compensatory time or leave time upon separation of employment with the District.

M. **Direct Deposit:** Employees shall be paid by direct deposit to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than five (5) direct deposit accounts. The District shall not withdraw funds from any of the above institutions on or after the effective date of a paycheck without the express written consent of the employee. (Note: Even though the withdrawal will be made prior to the effective date of the paycheck, an employee's bank statement may reflect such transaction occurring on the effective date of the paycheck.) If funds are withdrawn prior to the effective date of the check, the employee will be notified in writing of the actual amount of the deposit if the amount is different from that printed on the remuneration statement on the effective date of the paycheck. The employee will be notified of the reasons for the adjustment within three (3) working days of the effective date of the paycheck.

N. **Salary Payments**

1. The Board and the BTU mutually agree that bargaining unit members shall be paid for the number of paid days in a pay period. The dollar amount of their first and last paycheck can vary from the paycheck received during the remainder of the bargaining unit member's contract year.

   Pay dates will be set for every other Friday, except if the first pay date of the bargaining unit member's contract year does not fall on the second Friday, a partial paycheck will be cut for the number of days worked in the first week on the second Friday.

2. A Paid Day shall be defined as all days from the start date through the end date of a bargaining unit member's contract year, excluding weekends (unless they are part of the bargaining unit member's work schedule).

3. Bargaining unit members shall earn their salary at the Equalized Daily Rate. A bargaining unit member's Equalized Daily Rate of Pay shall be calculated based upon dividing the annual salary by the number of paid days in the bargaining unit member's work calendar. Upon termination, bargaining unit members shall be paid through their last day worked as the Equalized Daily Rate.

4. Bargaining unit members may select the Year-Round Pay Option if they want to receive pay during summer months.

5. Each employee on a full-time basis shall receive the four (4) days of sick leave as of the first day of employment of each contract year, and thereafter, earn one-half (1/2) day of sick leave for each pay period of employment until the maximum accrual is met.

6. Employees whose work year is less than the normal 244-day work year shall select one (1) of the following three (3) pay options:

   a. **Year-round pay:** The employee's salary shall be paid in bi-weekly payments based upon the employee's base contract salary throughout the entire fiscal year (12 months), including the summer months. Employees selecting this option shall have an amount deducted from their bi-weekly paycheck to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account.

   OR

   b. **Contractual pay-No summer paychecks (Default Selection):** The employee's salary shall be paid in bi-weekly payments throughout the contractual year (approximately one hundred ninety-six (196) days). Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer pay checks.

   OR

   c. **Annual Selection Period:** Employees shall be eligible to change options once annually during the enrollment period.

Employees will not be allowed to change options during the course of a fiscal year. Employees hired to work after the start of their respective calendar or who fail to select the year-round paycheck option shall have the summer savings option available at any time throughout the fiscal year.

It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

O. **Perfect/Good Attendance**: Employees who miss no more than a maximum of three (3) days during the calendar year for which they work will receive a monetary reward at the end of their working calendar year in the following manner:

0 days missed	$600.00
1 day missed	$450.00
2 days missed	$300.00
3 days missed	$200.00

P. **Additional Duties:** An employee whose workload is increased by the assignment of additional duties due to an employee absence, vacancy or the reduction of a position shall receive direction on the priorities to accomplish the work and shall not have their evaluation adversely affected by failure to accomplish fully the goals of their primary work assignment.

Q. **Referendum Funds:** For the 2019-2020 school year, eligible employees of the BTU Technical Support Professionals bargaining unit whose effective start date is on or before June 30, 2019, will receive a Referendum Supplement equal to 4% of base salary.

For each of the 2020-2021, 2021-2022, and 2022-2023 school years, eligible employees of the BTU Technical Support Professionals bargaining unit will receive a Referendum Supplement equal to no less than 4% of base salary.

Said Referendum Supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the Employee.

The parties intend that these Referendum Supplements will be pensionable. Funds collected from the August 29, 2018 Referendum on a Question Regarding a Levy of Ad-Valorem Taxes for Essential Operating

Expenses ("Referendum Funds") shall continue to be appropriated to eligible employees in the BTU Technical Support Professionals bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

R. **Equity Supplement:** In an effort to maintain salary parity, the District will give an Equity Supplement to the remaining employees who are covered by this Agreement and who are not eligible to receive pay from the Referendum Funds. This Equity Supplement will be an aggregate amount equal to two (2%) percent of base salary of those employees, inclusive of fringe expenses, starting on July 1, 2019. The Equity Supplement for each employee shall be calculated based on the employee's base pay (excluding supplements, additional position payments and any other extra payments for work which is not part of the employee's regular work calendar, such as for summer school, in-service, attendance, etc.

ARTICLE TWELVE
INSURANCE

A. **Life Insurance Coverage:** The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medial underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the District.

B. **Dental and Health ~~and Dental~~ Insurance:**

1. The District shall pay the following premiums for individual employee's health and dental insurance.

   a. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

   b. The District offers three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. The District will pay 100% of the cost of the health insurance premium equivalent for employee-only coverage ~~under any of the plans until December 31, 2019~~ for the Premier Choice Plan. Employees will have the option to select the Premier Plus Plan or the Premier Plan, to include employee contributions through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage. In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee for this supplemental coverage.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

All new employees ~~may~~ must elect to enroll in ~~a~~ the District-offered ~~plan of their choice subject to conditions for enrollment in such plan~~ Premier Choice Plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different medical plan during the upcoming Open Enrollment period, effective for January 1st of the following year.

c. Benefit levels, plan design, cost containment for the plan premium contributions and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Nothing herein, however, waives the right of either party to negotiate the terms and conditions of insurance. Thereafter, either party may demand negotiations

through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

d. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, ~~A~~ an employee declining medical insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year. Employees shall be responsible to maintain proof of continuing medical insurance~~. Employees choosing not to participate in the School Board of Broward County's ~~medical~~ health insurance program shall ~~be reimbursed at a rate of~~ receive up to ~~seven hundred fifty dollars and no cents ($750)~~ one thousand dollars and no cents ($1000) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

e. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

C. **Disability Insurance:** The District shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan.

D. **Liability Insurance:** The District shall provide Liability Insurance at no cost to employees in an amount of $300,000 within the self-insured retention limits with excess coverage of $700,000, if necessary, for each employee in case of a lawsuit arising within the scope of the employee's duties.

E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies, which qualify and are approved under guidelines and criteria established by the Board.

F. **Rate Increase:** Written notice of any rate increase in health and dental insurance for dependents coverage shall be provided to each employee

within thirty (30) days of the date the increase is made known to the Board.

G. **Group Insurance Program/Retirees:** Employees covered by the District's insurance plan(s) upon retiring from the District may elect to remain in the Group Insurance Program at the rates applicable to the entire group. The cost of such insurance shall be borne by the retiree, ~~except that the District shall provide without charge for the collection and remittance of premiums for such insurance.~~ Applications must be submitted within thirty (30) days of retirement.

H. **Cafeteria Insurance Program:** The District agrees to provide a cafeteria insurance program to all full-time bargaining unit members including those on Board-approved paid leaves with the exception of sick leave or disability leave. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The District will provide twenty-five dollars ($25) per month not to exceed three hundred dollars ($300) per employee per fiscal year. Employees hired after the commencement of the fiscal year, shall receive twenty-five dollars ($25) per month for each full month of employment.

2. Employees on a Board-paid leave that provides less than 100 percent salary shall receive a percentage of the twenty-five dollar ($25) per month cafeteria payment equal to the percentage of their salary while on leave.

3. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

I. ~~The parties agree to eliminate enrollment in the fourth-tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth-tier prior to the date indicated above may remain in this tier until the time their employment with the School Board ends. Once all of the affected employees have left the employment of the District, the fourth-tier shall be eliminated.~~

J. **Employee Reimbursement**:

1. If employees are attacked or assaulted, victims of theft or vandalism in the course of employment, the District will insure or otherwise

reimburse such employees for any loss, damage or destruction of clothing or personal property up to five hundred dollars ($500) per employee per school upon verification to the supervisor, unless the employee is otherwise reimbursed.

2. If an employee's vehicle is damaged as a result of vandalism while on a work location, the employee will be reimbursed for the damage in the amount of their automobile insurance deductible not to exceed seven hundred fifty dollars ($750) when there is reasonable cause to believe that the act of vandalism was caused on such property.

3. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination.

4. The Board's maximum liability under this section is seven thousand dollars ($7,000) annually.

K. **Vision Insurance**: The District shall provide without cost to the employee a basic vision insurance program, in accordance with the terms and benefits provided in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan, at the employee's expense, through payroll deductions.

ARTICLE THIRTEEN
ASSIGNMENT, TRANSFER, AND PROMOTION

A. **Announcement of Vacancies**: The following procedures shall apply for the selection of candidates for positions in the bargaining unit through transfers, promotions and new employment.

1. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position.

2. The announcement of vacancies will state job-related qualifications for the positions, including certification, education, other experiential requirements, supervisory responsibilities, whether the position is covered by a collective bargaining agreement and whether the position is exempt from FLSA regulations. These announcements will specify the application procedures and shall be posted at least seven (7) days before the application deadline. These announcements will be distributed to all work locations within Broward County Public Schools.

3. No positions will be filled prior to the end of the posting period.

B. **Task Assignments**: See details in Article 11D.

C. **Lateral Transfers**: Vacancies may be filled by the lateral transfer of a unit member providing that:

1. The transfer is requested by the employee or deemed by the Superintendent to be in the best interest of the school system.

2. The employee's position is of the same pay grade as the vacancy.

3. The employee meets the qualifications of the vacant position.

4. If qualifications and skill are substantially equivalent, the employee with the greatest seniority shall be assigned to the position.

5. Upon approval by the Superintendent, employees may be allowed to make a lateral transfer into a higher level of a position that involves job progression even though the position was posted at the lowest level of job progression (i.e. Accountant III to a Budget Analyst III).

D. **Direct Appointment**: Upon the recommendations of the Superintendent, with the approval of the School Board, a vacancy may be filled by a direct appointment of an individual who has demonstrated the specific

qualifications and background applicable to the position. Direct appointments may be made when necessary as the result of reorganization, in case of an emergency, as a reassignment of personnel within areas, or when the Interview Committee advises that it cannot make an appropriate selection.

E. **Reassignment of Personnel**: The Superintendent may recommend to the School Board staff reassignments for the most effective deployment of personnel. Changes in work locations will not be made in an arbitrary or capricious manner.

F. **Formal Selection Procedures:**

1. When a position is posted and the position is not filled through one of the above procedures, there shall be an initial screening of applicants to determine those applicants whose combination of training and experience most closely match the published qualification for the position and who will be included in the procedures of the Interview Committee. The screening process shall include two (2) qualified individuals from the department who is hiring to lend their expertise to help prevent a qualified candidate from being overlooked in the initial screening process. Talent Acquisition & Operations (Non-Instructional) will be responsible for verifying the educational background of candidates. Preference shall be given to current employees in the screening process.

2. Upon completion of appropriate reference and clearance checks, the candidate selected by the Superintendent, or designee, shall be recommended to the Board for approval. Once a candidate has been selected for and has accepted a position, those candidates not selected shall be notified that another candidate will be recommended for employment. Employment of the successful candidate shall not be final until approved by the Board. The resulting salary for a current employee chosen for promotion shall follow the provisions of Article 11, Section F. The Board will make every effort to be consistent when assigning salaries to newly hired employees.

3. The parties agree to refer the issue of the interview and selection process for filling vacancies to a labor/management committee. The committee shall be charged with identifying problems and making recommendations to the Superintendent and BTU-TSP President for improvements.

   The parties agree that:

a. The district shall review with BTU-TSP current procedures and methods to monitor adherence to them.

b. BTU-TSP shall have access to information on the results of past and current selection procedures.

G. **Hardship Transfers**

For purposes of this section, a "hardship" shall apply to an employee who has completed one (1) year of continuous service with the District. "Hardship" shall be defined as:

1. Employee traveling twenty (20) miles or more one-way by the most direct route from their residence to the assigned work location. The employee shall provide confirmation of eligibility, along with the application, using any nationally recognized navigation/route finder such as, but not limited to, American Automobile Association (AAA); Mapquest.com or other such nationally recognized Internet-based program.

   OR

   Has a serious medical condition which can be substantiated by a Board selected physician or acceptable written explanations as determined by Superintendent and/or designee.

2. An employee who meets the "hardship" definition will be guaranteed an interview for a Board-determined vacancy, in the same job description, at any of the work locations that the employee has selected. An employee with a "hardship" transfer shall be given preference during all phases of the interview process. Specifically, employees requesting a "hardship" transfer shall be awarded two (2) additional points to their overall final interview score.

3. Employees may request only one hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix G, may be submitted at any time during the fiscal year.

4. Hardship transfer applications shall expire at the conclusion of the fiscal year in which the application was submitted.

5. An applicant with documented attendance and/or performance deficiencies within a twelve (12) month period of the application shall be ineligible for a hardship transfer to an existing vacant position.

H. **Veteran's Preferences**

Any preferences set forth in this Article do not supersede any Veteran's preferences required by Florida Statutes 295.07 and 295.08.

ARTICLE FOURTEEN
LAYOFF AND RECALL

A. **Layoff**: In the event the Board determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which 1) shall not be arbitrary or capricious; 2) shall not deprive employees of other rights conferred by this Agreement or laws of Florida and the United States; and 3) shall be capable of uniform application. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:

1. Layoff is defined as the separation of an employee for lack of work or funds as determined by the Board, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part.

2. Prior to implementing a reduction in personnel, the Superintendent or his/her representative (with decision making power) will meet with representatives of the BTU-TSP to discuss the proposed Board action, including but not limited to the initial number and identity of positions being considered for reduction, and solicit their suggestions or alternatives to layoffs.

3. The Board shall then determine the net number of positions to be reduced and the departments/programs or specific positions in which the layoff shall occur.

4. An employee with less than effective overall ratings on performance evaluations in the department/program or positions in which the layoff shall occur shall be laid off prior to employees with an effective overall rating in the department/program or positions in which the layoff shall occur regardless of seniority and shall have no right to displace other employees. In no case shall employees enrolled with the Florida Retirement System (FRS) prior to July 1, 2011 and in their sixth year of service or enrolled with FRS on or after July 1, 2011 and in their eighth year of credible service be laid off if the layoff would result in their failure to vest with the FRS. Such employees shall be retained until they become vested. Retained employees must be qualified for their assigned positions.

5. **ORDER OF LAYOFF**

a. When the District has hired outside vendors to fill bargaining unit vacancies that could not be filled by any other method and a layoff occurs, bargaining unit members who are placed on layoff shall have the right to displace such outside vendors when the employee is qualified and competent to perform the duties of the position that is filled by the outside_vendor. Nothing in this section shall be construed to limit the District's right to contract out services, as long as such contracting out of services is in compliance with the provisions of Article 18.

b. Employees in each affected department/program shall then be laid off in the following manner in ascending seniority:

First – Temporary Employees
Second – Employees with annual overall appraisal ratings of less than effective
Third – Part-Time Employees
Fourth – Regular Full-Time Employees
Fifth – A Building Designated Steward or TSP Elected Officials

c. In the event that two or more employees being considered for layoff have the same seniority date, order of layoff will be determined by the tie breakers below in the following order:

1. bargaining unit date.
2. date of employment in the current job description.
3. a lot drawing witnessed by a representative of the BTU and the Employee & Labor Relations Department.

A laid-off employee is entitled to one of the following options:

1) to fill a vacant position within his/her current job family, or
2) to return to the job classification within the same job family, which the laid-off employee most recently held, and displace the employee who has held the position for the least amount of time, or
3) displace the employee with the least amount of time in any position within the job family.

d. For any option, the laid-off employee must be qualified for the position, and the position must be at an equivalent or lower pay grade. For purposes of this section, a job classification

shall not have been deemed to change because of a change in title or reporting structure if its duties have remained essentially the same. If such positions are not available or if an employee is displaced from such a position, the employee shall be placed on the recall list.

e. If an employee chooses a position at a lower pay grade, his/her salary shall not be reduced for a twelve (12) month period from the effective date of the layoff.

f. If more than one employee identified for layoff is qualified for such positions, then the position shall be offered to the employee with the most seniority as defined in this contract. Employees who accept positions in a different department or position shall be required to demonstrate their proficiency to perform the duties of the new position for a period not less than thirty (30) days and no more than ninety (90) days. Such employees will receive appropriate orientation and training as determined necessary by the concerned department. If the employee fails to successfully perform the new job duties, he/she shall be placed on the layoff list for twelve (12) months starting with the effective date of the layoff.

g. If layoffs are to occur, a list of employees, containing their seniority, their positions and their current job family shall be prepared by the Board and a copy thereof made available to BTU-TSP prior to notice of layoff to employees.

h. Laid-off employees shall receive payment for accumulated vacation leave, sick leave and compensatory time. Payment for sick leave shall be in accordance with the schedule in Article 15, section T.

i. In order to accommodate new and revised job descriptions, the parties shall have the authority to modify job families upon mutual agreement without submitting the changes to ratification by members of the bargaining unit. The authority to incorporate such changes into the contract is limited to changes for the purpose of including new job descriptions in existing job families.

B. **IT Displacement Process**: Effective with the 2013-2014 school year, both parties agree that continuous improvement of employee skills benefits both the employee and the School Board in the performance of job duties. Therefore, the parties agree to address the displacement process within the TSP job families for employees whose primary function is IT.

All TSP job families whose primary function is IT (Computer Applications, Computer Customer Service, Computer Network Systems Analyst, Computer Operations, Computer Programmer, and Telecommunications) shall be able to exercise displacement rights, as described in Article 14(A)(5), across the six (6) families.

In order to address this issue and accomplish their common goal, the parties agree to the following:

1. It is the intent of the District to create additional qualifications for job descriptions that are reasonable to attain within a six (6) month period. Both parties will participate in this process.

2. All revised job descriptions relating to the six (6) job families listed above must be submitted, and reviewed with the BTU-TSP no later than January 31st of each year in order to be used for the displacement process during that same school year. Changes after this date shall take effect for the following school year.

3. Displaced employees in the six (6) job families may be subject to meeting additional qualifications of a revised job description.

4. Pursuant to Appendix E, employees within the six (6) job families will have access to reimbursement funds for acquiring additional qualifications and/or pursuing additional coursework to improve or maintain skills within their job family.

5. Both parties agree that this provision shall not establish a precedent.

C. **RECALL:** Employees who have been laid off shall be re-employed in seniority order from most senior to least senior. Employees whose positions have been eliminated through layoff or otherwise, shall be called first to fill a vacancy within their job family.

1. Prior to other employees being recalled from the recall list, an employee who displaced another employee pursuant to provisions contained in this article shall have the right to be recalled to a vacant position for which they are qualified. However, the employee who displaces another employee shall not be eligible for a position at a higher pay grade than the one he/she originally held at the time of layoff. If the employee who displaced another employee fills a vacancy in his/her original department, then the employee whom he/she displaced will automatically be recalled into the position from which he/she previously held. After this process, other

employees will be recalled to fill a vacancy for which they are qualified in the same department they were assigned at the time of their layoff.

2. Employees may be offered a position outside their department/program for which they are qualified. Employees may refuse a position outside their department/program. Employees who refuse such a position a second time shall have no further rights to recall.

3. Each employee on layoff shall be required to provide the District Personnel Office, in writing, with a current address to which a letter of recall may be sent. Employees being recalled shall be notified by "Certified Mail Delivery Confirmation" and shall have five (5) working days from the date of the receipt of notice to respond to the School Board's offer and return to work. The School Board reserves the right to temporarily assign an employee to the vacancy until the recalled employee reports to work. If the letter is mailed to the address provided by the employee and is returned to the School Board because the address is incorrect, the School Board has fulfilled the obligation of this sub-section.

   If the School Board does not receive an affirmative response, the employee will be moved to the bottom of the recall list. If the recall notice is returned in the allotted time, yet not marked appropriately by the Human Resources & Equity Department, the employee shall retain his/her place on the recall list for the next job opening for which he/she is qualified. However, after the third returned notice, the employee's name will be dropped from the recall list and the School Board shall have no further obligation to the employee.

4. An employee whose contract is non-renewed due to reorganization shall be entitled to recall rights for a layoff period of eighteen (18) months. All other employees shall be entitled to recall rights for a layoff period of twelve (12) months.

5. The employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

6. No new or substitute appointments may be made while there are laid off employees available who are qualified to fill the vacancies, except that employees may be hired into positions that have been offered and refused by employees on the layoff/recall list.

ARTICLE FIFTEEN
LEAVES

A. Earned Annual Leave

1. Permanent part-time employees shall earn a pro rata share of Paid Vacation(s) of a full-time employee.

2. Payment of accrued, but unused, vacation time up to the limits contained in subsection (a) and (b) below, shall be made upon separation from employment provided notice of intention to leave has been filed with the designated county level unit administrator or if filing intention to leave is clearly impossible, it will be paid subsequent to the date that the School Board approved such separation. Further, such payment already earned may not amount to a sum larger than that provided in the affected employee's annual contract. Exceptions may be made in cases of dismissal or when a change in the individual's work year shall be imposed by the Board. Payment shall be made based on the affected employee's daily pay rate at the time of separation.

   a. Employees assigned to a vacation-earning calendar may receive payment for up to sixty-two point five (62.5) days of vacation under section (2) above. Effective July 1, 1995, terminal pay for accrued vacation leave may not exceed a maximum of 60 days for employees hired on or after said date.

   b. All other eligible employees not mentioned in subsection (a) above may receive payment for up to fifty (50) days of vacation pursuant to the criterion in this policy.

3. All permanent employees on Board assigned vacation earning calendars shall be eligible to receive a vacation with pay subject to the following provisions:

   a. Vacation requests, properly submitted by the employee to the appropriate division head and/or department head, shall be completed prior to the first day of vacation. Requests may be denied if not submitted in a timely manner.

   b. The affected employee's supervisor may reject a vacation request for a specific date if he/she feels that the employee's absence may disrupt the work of the department/school.

   c. An individual employed prior to the 15th of the month shall be given credit for earned vacation time for that month. Any

individual employed for one (1) day more than half of the Board approved vacation-earning calendar shall receive a year of service toward vacation credit for that calendar year. Vacation may be used as earned. At the end of each fiscal year unused vacation shall be carried forward to the following year.

d. Employees transferring to a twelve-month position from other contract calendar positions shall be given credit for the number of full time continuous years of service. They will start earning vacation the first month of twelve-month employment.

e. No employee may take in excess of fifteen (15) vacation days in any given month without the express written authorization of the Superintendent/designee.

f. Each employee on a vacation-earning calendar must take a minimum of five (5) consecutive vacation days per year providing the employee has accrued five (5) days. This provision may be waived by the Superintendent/designee in unusual circumstances.

g. Employees assigned to vacation-earning calendars shall earn paid vacation based on the following formula:

1. Five (5) complete years of service or less - 1-1/4 days per month.

2. More than five (5) complete years of service but less than ten (10) complete years of service - 1-1/2 days per month.

3. Ten (10) complete years of service or more - 2 days per month.

4. Total accrued vacation may not exceed sixty-two and one-half (62.5) days carry-over from one (1) fiscal year to the next.

4. For purposes of computing vacation accrual only, employees assigned to the BTU-TSP shall be credited with up to ten (10) years of work experience from another school district in any state or other employer provided that said experience is directly related to the job duties performed by the affected employee at the time he/she was hired by the Board.

B. **Legal Commitments**: Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena in any case, except when appearing as a party in a non-job related case. All monies received may be retained by the employee.

In the event that an employee has taken legal action against the District, said employee will not be granted leave nor be paid by the District when attending legal proceedings/meetings regarding the case, except for legal actions taken as a result of a grievance of this contract.

C. **Professional Leave/Special Grants**: The Board authorizes the Superintendent/designee to award special grants to qualified school-based and county-based employees who are assigned to the TSP salary schedule. The purpose of the grants is to enhance the ability of the affected employee(s) to carry out their responsibilities in a manner that will improve the effectiveness, efficiency, and quality of the Broward County Public Schools.

RULES

1. The Superintendent/designee shall develop and submit for Board approval the criteria and categories for the awards. The awards may be granted and paid for attendance at workshops, seminars, institutes, or to hire consultants to be used in countywide workshops. Awards may also be granted to affected administrators for the purpose of visiting outstanding programs in other school districts which would benefit the operation of the Broward County Public Schools.

2. The Superintendent/designee shall establish a committee to advise him/her on categories and criteria and to process grant applications. The Superintendent/designee shall appoint all committee members. A representative of the BTU-TSP will be appointed as a member to the committee.

3. Affected employees shall submit application forms by predetermined dates as established by the Superintendent/designee for the first and second semesters of each school year.

4. The Board will determine on an annual basis the funding level of the grant program.

5. The time period an employee is away from the District completing his/her grant work shall not be considered a break in service and

shall count as regular service for the purpose of retirement, vacation and sick leave accrual, etc.

D. **Professional Leave Without Pay**: Professional Leave for employees may be approved to pursue professional growth activities that will be beneficial to the Broward County Public Schools. Such leave shall be provided one (1) time only for full-time bargaining unit personnel who are in an active pay status (not on leave) with an acceptable performance evaluation for the preceding school year and a minimum of seven (7) years of full-time Broward County Public Schools experience including three (3) years of experience in a professional or technical position.

Professional leave recipients shall continue to receive Board paid insurance benefits for one (1) year.

Employees returning from Professional Leave will be assigned to a position as determined by the Superintendent/designee or placed on a recall list if no position is available.

E. **Longer Workdays**: Employees whose workday is regularly scheduled for more than seven and one-half (7.5) hours per day shall accumulate a day of sick leave and vacation leave equal to the number of hours in their regularly scheduled work day. For these employees, the balance for their leaves shall be reduced by same number of hours for each day used.

F. **Leave of Absence – Employees Elected to a Public State or National Elected Office**: A permanent employee elected to serve in a public office will receive professional leave with pay when attending official meetings of the affected public body.

RULES

1. The affected employee must submit a written leave request and attach proof that they have been elected to the specific public office.

2. The Superintendent/designee may temporarily assign the affected employee in order to maintain a quality level of service to the district.
3. This article is only for elected public office and does not cover clubs, professional organizations, etc.

4. This article shall also apply to an employee who is appointed by the Governor/Legislature to complete the term of office of a state/national elected public office.

G. **Accrual**: During leaves of absence with pay, a bargaining unit member shall continue to earn annual leave days except in the case of annual leave

granted in conjunction with resignation or termination of employment. In such cases, terminal vacation leave for which an employee is paid upon termination shall not be used for accrual of additional leave days.

H. **Family Medical Leave**: The Board will provide family and medical leave to qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The rules listed below generally outline the procedures for carrying out said leaves. The Board authorizes the Superintendent/designee to create and carry out all procedures necessary to implement this policy regarding the Family and Medical Leave Act.

1. A leave of absence under this policy shall be granted for a total of twelve (12) workweeks during any school year (July-June) for one of the following reasons.

   a. Birth of a son or daughter of the employee and in order to care for such son or daughter.

   b. Placement of a son or daughter with the employee for adoption or foster care.

   c. Care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.

   d. A serious health condition that makes the employee unable to perform the functions of the position of such employee.

2. For purposes of this policy, an "eligible employee" means an employee who has been employed:

   a. for at least twelve (12) months by the Board; and

   b. for at least 1,250 hours of service with the Board in the twelve-(12) month period immediately preceding the commencement of the leave.

3. If both a husband and wife are employed by the board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks for:

   a. birth of a child or placement of a child for adoption or foster care.

   b. care for a sick parent(s)

4. Employees who are on a leave granted under this policy who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the duration of such leave. Employees who paid for dependent insurance and other types of board offered insurance coverage must make arrangements before going on leave to make direct premium payments to the Board while on leave.

5. Employees who wish to take family leave as outlined in rule number one, subsections (a) and (b) above, must provide the employer with not less than thirty (30) calendar days written notice, before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice soon as is practicable.

6. Employees who wish to take medical leave as outlined in rule number one, subsections (c) and (d) above, shall provide the Board with thirty (30) calendar days notice, except that if the date of the treatment requires leave to begin in less that in thirty (30) days, the employee shall provide such notice as is practicable. Employees shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer.

7. Family Leave as outlined in rule number one (1) above, subsections (a) and (b) above shall not be taken intermittently. Employees cannot take leave in separate blocks of time or work on a reduced schedule during twelve (12) weeks of leave. The affected employee can take the desired leave time once only during the twelve-(12) weeks of leave.

8. Medical Leave as outlined in rule number one (1) above, subsections (c) and (d) may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent/designee may place the employee in an alternative position, which better accommodates intermittent leave.

9. Leave under the Family & Medical Leave Act is intended to provide assistance to employees who do not have other leaves available. Therefore, pursuant to the authority granted under said law, employees wishing to take family or medical leave must first use the following leaves:

    a. Employees must substitute any accrued paid vacation and personal reasons leave for family leave provided for in rule

number one, subsections (a) above for any part of the twelve (12) week leave period.

b. Employees must substitute any accrued paid vacation, personal reasons leave, sick leave, paid medical leave, disability leave and workers compensation leave for medical leave as described in rule number one (1), subsection (c) and (d) above. (NOTE: employees who do not qualify for disability or workers compensation may qualify for medical leave if they meet the certification requirement listed in rule number fourteen (14) below.)

c. The Board will not count paid leave which was not for a family or medical purpose against the employees' FMLA twelve (12) week leave entitlement.

10. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent/designee and the completed form must be returned within a time frame determined by the Superintendent/designee.

11. Upon return from a FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

12. The Board authorizes the Superintendent/designee to develop and implement procedures to carry out this policy, the FMLA and applicable U.S. Department of Labor Regulations.

I. **Illness In Line of Duty**: Any permanent bargaining unit employee shall be entitled to illness-in-line-of-duty leave with pay when the employee has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave days may be granted by the Board. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays occurring during such leave shall not be included in the computation of the number of days with respect to which leave is applicable. A substantiating statement by a physician and a corroborating statement by the administrator shall be required prior to approval of said leave, except that

the corroborating statement of the administrator may be subject to the grievance procedure.

1. A unit employee shall be entitled to illness-in-line-of-duty leave when absent from their duties because of illness from any contagious or infectious disease contracted in the course of their employment.

2. Contagious or infectious disease as heretofore described shall include but not limited to children diseases (measles, chicken pox, diphtheria, rubella), typhoid, meningitis, tuberculosis, hepatitis, mononucleosis, ringworm, head lice, when substantial proof is provided by a qualified physician and a corroborating statement of the immediate supervisor showing that such illness resulted from contact with students or other employees.

3. The employee's identity shall remain confidential, except as required by law.

4. The Superintendent/designee may, when deemed in the best interest of the school system, involuntarily transfer employees with contagious or infectious diseases. Before an employee is involuntarily transferred, a conference shall be held with the departmental supervisor or his/her designee or appropriate bureau/office head, except where such transfers are a result of a legal order.

J. **Military Leave**

Leave for military duty shall be granted in accordance with Florida Statutes, federal law, and such rules and regulations pertaining thereto as shall be approved by the Board.

Any individual employed by the Broward County Public Schools who is a member of the United States Military Reserve or the National Guard shall be entitled to leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit, provided:

1. Leaves granted shall be a matter of legal right and shall not exceed seventeen (17) days in any calendar year. However, the Board may grant a fully paid leave of absence for up to thirty (30) days of active military leave.

2. Notwithstanding the thirty (30) day leave limitation contained in paragraph 1 above, the Board shall grant additional leave for the

duration of the employee's active military service. Such leave shall normally be without pay. However, the Board may supplement the military pay of its employees who are reservists called to active military service in an amount necessary to bring their total salary, inclusive of their base military pay, to the level earned at the time they were called to active military duty. For purposes of this section, "total salary" shall be defined as the employee's main job with the Board, exclusive of all supplements and other extra jobs that the employee may have with the Board.

3. Personnel required to report for physical examinations in connection with the Selective Service law shall be paid for the time required for this obligation.

4. Upon completion of such military duty, the individual shall be re-employed in compliance with state and federal laws.

K. **Hardship Leave**: A unit employee eligible for sick leave may receive hardship leave time for his/her own illness up to a maximum of thirty (30) additional working days for the same illness per fiscal year, provided that:

1. Documentary evidence is presented by a Board approved physician to the Board proving that this particular illness necessitated confinement, either at home or hospital, which prevented the employee from reporting to work. The employee must be confined for ten (10) consecutive working days or more, without available sick leave, in order to receive this benefit.

2. The word "confinement" means medical restriction requiring isolation from the work place, not physical enclosure.

3. The time granted for hardship will be on the basis of one (1) day for each two (2) days of confinement (thirty (30) working days is the maximum allowed any fiscal year for any and all hardship leave).

4. Hardship leave may be granted to an employee while on leave from the Board if illness is the same one for which he/she was granted a leave of absence.

5. Application for hardship leave must be submitted to immediate supervisor no later than one year after the conclusion of the confinement period.

L. **Personal Leave**: The Board may grant personal leave without pay to any employee for justifiable reasons and for a period of time and subject to such conditions as it may determine appropriate.

1. Any bargaining unit employee who has been employed consecutively for three (3) years may request a Personal Leave for a period not to exceed one (1) year. If the Board grants such leave to any bargaining unit employee with one (1) year of service but less than three (3) years' service, the Board shall not assume any obligation to reemploy the individual to whom such leave has been granted.

2. An employee on Personal Leave must notify, in writing, the Leaves Department as to his/her intentions regarding employment for the following fiscal year. This must be done no later than March 1 of the fiscal year in which he/she is on leave. Failure to do so shall relieve the Board of any responsibility or contractual obligations.

3. Board action shall not be required when requesting vacation for a short period (2-3 days). A request for Personal Leave Form must be filed with the Division of Human Resources & Equity.

4. While on personal leave, employees who elect to maintain insurance benefits coverage are responsible for contacting the Division of Human Resources & Equity.

M. **Parental/Maternity Leave**: A unit employee shall be granted a parental leave of absence without pay for up to one (1) year for the purpose of childbearing and/or parenting as follows:

1. A unit employee who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her.

   a. The employee shall notify her immediate supervisor, in writing, of her desire to take such leave and, except in a case of emergency, shall give such notice at least thirty (30) calendar days prior to the date on which her leave is to begin. She shall include with such notice either a health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.

   b. An employee who is pregnant may continue active employment as late in her pregnancy as she desires provided she is able to properly perform her required functions as certified by a qualified physician.

2. A male employee shall notify his supervisor, in writing, of his desire to take parental leave to begin at any time between the birth of his child, and one (1) year thereafter. Except in cases of emergency,

such notice is to be given at least thirty (30) days prior to the day on which the leave is to begin.

3. A unit employee adopting an infant child (i.e., one (1) year of age or less) shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirement of adoption.

4. A unit employee on parental leave may elect to use any accrued vacation (annual leave), personal leave with pay, and/or sick leave before entering leave-without-pay status.

5. The Board will continue appropriate contributions to the IRS Section 125 Cafeteria Plan. The employee may continue to make contributions to those compensation or employment benefit plans, which permit continuation of such contributions.

6. Failure of a bargaining unit member to respond to the official Personnel Management and Service's Letter of Intent or failure to return to work immediately following the expiration of leave shall constitute willful neglect of duty which shall subject the employee to termination.

N. **Sick Leave**: A full-time employee who is unable to perform his/her duty because of illness, or because of illness or death of father, mother, sister, brother, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent/designee in writing by him/her to do so. The following provisions shall govern sick leave:

1. **Accrual:** Each employee on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized. Also, when an employee uses a sick leave day, those days are earned at a lower rate of pay and shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave

shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one-half (1/2) of this cumulative leave must be established within the District.

2. **Sick leave accumulated in another Florida district or districts:** Sick leave that is accumulated in other Florida school district(s) by an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of employment in this District until such time as all sick leave accumulated in other Florida school district(s) has been transferred to the District.

   Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this school district.

   a. An employee absent on sick leave, which has been approved by the appropriate administrator, shall receive full compensation for the duration of the leave granted, provided claim for such compensation, on forms to be supplied by the Superintendent/designee shall have been filed by the end of the work month in which the absence occurs. Any employee who finds it necessary to be absent from his/her duties because of illness shall notify his/her immediate supervisor, if possible, before the beginning of the workday on which he/she must be absent, or during that day except for emergency reasons recognized by the School Board as valid. When requested by the Superintendent/designee, the employee will be required to submit a certificate of illness from a licensed physician or from the county health officer.

   b. The computation of sick leave for employees who have been transferred from temporary to permanent status shall begin at the date of permanent employment.

   c. Permanent, part-time employees shall earn sick leave on a pro-rata basis. In order to receive a full day of sick leave credit for the month, the employment period must have begun on or before the 15th of the month. Employees who commence work after the 15th of the month shall earn a prorate share of sick leave for the month. However, each eligible employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment in the affected employee's assigned work calendar. If the employee terminates his/her employment and has not accrued the four (4) sick days available to him/her, the School Board shall

withhold the average daily amount for the sick days utilized but unearned by the employee.

d. Upon proper application, an employee, who has been employed continuously for three (3) or more years, may be granted temporary leave of absence for extended illness, without pay, such leave not to exceed one (1) year. Upon return to duty following such absence, the employee shall be employed in the same or similar position. The Board assumes no obligation for reassignment at times other than the beginning of a school or fiscal year, depending on the position previously held.

e. Leave granted for extended illness requires semi-annual medical statements (July and January) verifying the illness or situation of the individual involved.

3. **Use of Sick Leave:** An employee shall have the right to use sick leave in hourly increments, for the purpose of medical or dental appointments.

If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

An abuse of sick leave is defined as a pattern or series of absences, which occur over an extended period of time, and on a regular and predictable basis and without adequate justification. For example, a regular and predictable basis would be: sick leave being used as soon as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after a payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist, the employee may be subject to disciplinary action.

O. **Personal Reasons Leave:** Employees shall be granted up to six (6) days in each fiscal year for personal reasons. When used, these days shall be charged to available sick leave. Leave for personal reasons shall not be cumulative. Employees shall not be required to give reasons for these days, except that the leave is for "personal reasons". Such leave must be requested in writing twenty-four (24) hours in advance of the day the employee wishes to take off, except in unusual circumstances.

P. **Continuing Insurance Coverage While on Leave**: Any employee granted a Board-approved leave of absence with or without pay as provided in this

Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in school programs and, with the approval of the retirement system, continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a substitute teacher in the District while on leave.

Q. **Sick Leave Bank**: Employees shall continue to be eligible to participate in the Board's sick leave bank for non-bargaining unit employees under the rules established by the Board.

R. **Donation of Sick Leave**: An employee may donate earned and accrued sick leave to a qualified district employee in accordance with the following procedures.

A. Qualified district employee is defined as a benefits eligible employee who holds a position, which is eligible for sick leave accrual.

B. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave accrual. However, the recipient is not required to utilize days available from a sick leave bank in which they may participate prior to receiving a donation from a district employee.

C. With the exception of pay for the purpose sick leave, donated days/time shall have no value for the recipient for the purposes of terminal pay or any other program and/or provision that provides pay for accrued sick leave.

D. Donated days/time may not be utilized for the purpose of personal reasons leave.

E. At the time of an employee's donation to a qualified district employee, the donated sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily base rate of pay at the time of the donation. The resulting value shall be credited to the recipient for use as sick leave.

F. The recipient employee must notify his/her supervisor within five (5) days of his/her absence from work that he/she is eligible to be compensated for such sick leave as a result of a donation from an employee. An employee may notify his/her supervisor that he/she is eligible for a donation of sick leave in advance of the depletion of his/her sick leave and that a donation will be utilized upon depletion of his/her sick leave.

G. The donor employee must notify his/her supervisor within five days of a recipient employee's illness that he/she will authorize the donation of sick leave time to recipient employee. The donor employee shall sign the Sick Leave Donation Authorization form and submit the completed form to his/her supervisor within the above time frame. A donor employee may notify his/her supervisor that he/she will authorize a donation of sick leave in advance of the recipient's depletion of his/her sick leave and that a donation will be authorized upon depletion of the recipient's sick leave.

H. Day(s) will be deducted from the donor employee's sick leave accrual, in accordance with existing School Board practice, and credited to the recipient employee's sick leave accrual in accordance with the conversion specified in paragraph 5 above. Said time shall be paid to the recipient at his/her current rate of pay.

I. All sick leave compensated by the use of donated days may require a certificate of illness from a licensed physician or from the county health officer.

J. The donation of days to a qualified district employee shall not disqualify the donor employee from eligibility for attendance award(s) contained in Collective Bargaining Agreements and/or Board Policy.

S. **Terminal Pay:** Any employee at normal retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:

1. During the first three (3) years of service:

   a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.

   b. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

2. During the fourth (4^{th}) through sixth (6^{th}) years of service:

   a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.

b. The affected employee's daily rate of pay at the time sick leave is earned times 40 percent times the number of days of accumulated sick leave earned after July 1, 1994.

3. During the seventh (7th) through ninth (9th) years of service:

a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.

b. The affected employee's daily rate of pay at the time sick leave is earned times 45 percent times the number of days of accumulated sick leave earned after July 1, 1994.

4. During the tenth (10th) through the twelfth (12th) year of service:

a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.

b. The affected employee's daily rate of pay at the time sick leave is earned times 50 percent times the number of days of accumulated sick leave earned after July 1, 1994.

5. During and after the thirteenth (13th) year of service:

a. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.

b. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned.

6. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This Agreement requires the retiring Board employee to seek, accept, and cash the first retirement benefit check issued by the Florida Retirement System.

The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law.

Normal retirement shall not be interpreted to include disability retirement.

*Note: "At the time sick leave is earned" shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

T. **Declared Emergency Paid Leave:**

1. A declared emergency is defined as one declared by federal, state, or local officials.

2. Employees may receive Declared Emergency Paid Leave when one or more of the following conditions exist:

   a. The Superintendent or designee is authorized to declare that an emergency event exists for which said leave is available.

   b. The employee is unable to return to work due to required evacuation.

   c. The employee sustains personal injury or significant damage to their personal residence.

   d. The employee is needed to assist a family member with a storm related health emergency.

   e. The employee is required to participate in relief efforts.

   f. The employee's personal involvement is required for other emergency related circumstances.

3. Requests for leave must be recommended by the authorized supervisor for approval by the Superintendent or designee.

4. The employee is required to provide documentation of the condition(s) in subsection 1 above for which leave is requested.

5. Declared Emergency Paid Leave shall not exceed ten (10) days per declared emergency event unless authorized by the Superintendent.

6. Declared Emergency Paid Leave shall not be deducted from the employee's accrued leave.

U. **BEREAVEMENT LEAVE (SICK LEAVE)**

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

1. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.

2. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.

3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.

4. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

5. Bereavement leave as outlined above shall not count against the employee's attendance for sick leave buy back and/or good attendance purposes. Nothing in this section shall be construed to limit an employee's right to sick leave under provisions of Section O above.

V. **SICK LEAVE BUY BACK:** To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

1. Employees who utilize two (2) sick leave days or less each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year - upon request – shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year.* The following procedures apply to the payment of sick leave under this section.

a. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.

b. The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.

c. For purposes of this section, sick leave shall be defined pursuant to Florida Statutes Section 1012.61.

d. Days for which such award payment is received shall be deducted from the accumulated leave balance.

e. Payment shall be equal to the number of eligible days times the affected employees daily rate of base pay times eighty percent (80%).

ARTICLE SIXTEEN
EMPLOYEE ASSISTANCE PROGRAM

The School Board recognizes that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance. In most instances, the employee will overcome such personal problems independently and the effect on the job performance will be negligible. In other instances, normal supervisory assistance will serve either as motivation or guidance by which such problems can be resolved so the employee's job performance will return to an acceptable level. In some cases, however, neither the efforts of the employee nor supervisor have the desired effect of resolving the employee's problems and unsatisfactory job performance persists over a period of time, either constantly or intermittently.

The Employee Assistance Program is intended to help employees who are suffering from persistent problems, which may tend to jeopardize an employee's health and continued employment. The School Board shall not assume any financial responsibility for treatment of employees in the program.

Objectives:

1. To assist and advise employees who develop behavioral/medical problems in an effort to prevent their condition from progressing to a degree at which they cannot work effectively.

2. To identify, develop, promote and promulgate sound physical and medical health prevention programs in areas such as stress management, professional fatigue and employee fitness program.

3. To encourage use of the program through assurance of confidentiality except as required by law.

ARTICLE SEVENTEEN
PERFORMANCE PLANNING AND APPRAISAL SYSTEM

A. Scope and Purpose: This section sets forth the rules, regulations, and procedures for the establishment, maintenance, and administration of the performance planning and appraisal system applicable to employees represented by the Broward Teachers Union-Technical Support Professionals (BTU-TSP). Performance planning and appraisal is a systematic approach and process which is designed to achieve the following:

1. Document competencies and skills necessary for success in the employee's position.

2. Facilitate employee understanding of job responsibilities and expectations, priorities, and criteria used to evaluate performance.

3. Establish means to facilitate a comprehensive performance appraisal system and establish procedures for the collection, retrieval and use of data to provide feedback to an individual, a team and the system.

4. Stimulate improved job performance by clarifying position-specific performance expectations.

5. Develop the employee's effectiveness through emphasis on feedback, coaching, and professional development activities.

B. Participant Status:

1. Entry Level: this category includes employees in their first year of service in any new position, including lateral transfers.

2. Professional: this category includes all employees with more than one year of experience in their current assignment.

C. **Committee for Continued Development**: The parties agree to form a committee to review the application of procedures and to develop appropriate criteria in each category of employees represented by BTU-TSP. The President of BTU-TSP and the Superintendent shall each appoint members to the committee. The committee shall make recommendations to the President of BTU-TSP and the Superintendent within an agreed upon period of time.

D. **Procedural Steps**

1. **Orientation (First Quarter)**: Orientation shall take place during the first quarter of the year (August, September, October) or within three (3) weeks of hire or appointment to a new position. The supervisor shall orient the employee to the evaluation criteria, process and instrument to foster an understanding of the basis and procedures for appraisal. The supervisor shall review with employees, either individually or as a group, the evaluation system's rating scale and categories, the District's Strategic Plan, department improvement plans and customer surveys. The supervisor shall discuss the uniqueness of an employee's work and provide written job performance expectations for it. This supervisor shall identify training, coaching, and mentoring resources and facilitate those resources needed by the employee.

2. **Goal Setting (First Quarter)**: Goal setting shall take place during the first quarter of the year or within three (3) weeks of hire or appointment to a new administrative position. The appraiser shall discuss available data with the employee regarding customer surveys, facility audits, etc. The appraiser shall provide the employee with strategic goals tied to a departmental strategic plan or request the employee to submit a minimum of three (3) Key Goals to the appraiser linked to targets specific to the employee's job. Based on a review of the data, Key Goals will be collaboratively agreed upon. If agreement cannot be reached, the appraiser's supervisor shall establish the employee's Key Goals. The appraiser shall inform the employee how and when these goals will be rated.

3. **Optional Mid-Year appraisal (Second Quarter)**: A mid-year appraisal may take place during the second quarter of the year (November, December, January) or within three months of the completion of goal setting for a newly hired or appointed employee. Specific performance criteria for a category rated as less than "Effective" must be identified in writing on a Performance Improvement Plan (PIP) if the overall rating is "Ineffective". A mid-year appraisal with an overall rating of "less than effective" and an accompanying PIP must be completed no later than January 31. The appraiser shall review but not rate the employee's key goals.

4. **Final Appraisal (Fourth Quarter)**: A final appraisal using the current system evaluation instrument shall be conducted during the fourth quarter (April, May, June) and submitted to Supervisor, Personnel Records. A final appraisal with an overall rating of less than "Effective" along with a copy of the PIP must be submitted to the Chief of Human Resources & Equity no later than April 30 if an individual is being recommended for non-reappointment. Specific

performance criteria for a category rated less than "Effective" must be identified in writing on a PIP. The achievement of Key/Strategic Goals is also assessed.

5. **Conferences (Ongoing)**: Required conferences are held first quarter for orientation, fourth quarter for the final evaluation, and any time an interim evaluation is completed. Third quarter feedback conferences are strongly encouraged for Entry Level employees. Conferences provide for a review of data to determine the progress of performance, to adjust individual Key/Strategic Goals, and to identify and facilitate training, coaching, mentoring and resource needs. Development feedback may take place at anytime during the year but must be included in all evaluation conferences. Developmental feedback focuses on specific performance behavior and expectations. Feedback conferences for employees whose performance is ineffective must be conducted individually.

E. **Failure to Meet Job Standards**: For an employee to receive an overall rating of Ineffective that reflects his/her failure to meet job standards, the assessment instrument must provide the reasons and supporting documentation. Whenever an employee is so rated, a PIP must be developed.

F. **Performing Improvement Plan (PIP)**

1. **Noting Deficiencies**: The appraiser shall outline deficiencies and offer assistance to an employee prior to placement on a PIP.

2. **Deficiencies Continue**: If deficiencies continue after being noted by the appraiser and shared with the employee, the appraiser shall conduct an appraisal and develop a PIP if two or more categories are rated as not meeting job standards. The employee will be notified of performance deficiencies in writing on the appraisal form. This action may take place at any time. If only one category is rated as Ineffective, the overall rating will be Effective and written documentation and recommended strategies for improvement must be attached to the instrument.

3. **Development of the PIP**: Categories rated as less than "effective" must be identified on the PIP. The PIP must provide written strategies for improvement that may include staff development activities. Appropriate activities/tasks for improvement along with a timeline for their completion will be developed collaboratively between the appraiser and employee, and must include input from Human Resources & Equity. The PIP must identify a date within three months when the PIP and progress made will be reviewed.

Consequences for failure to correct the identified deficiencies must be indicated in writing on the PIP.

4. **Feedback**: An employee with a PIP will be afforded developmental feedback regularly as determined by the appraiser and apprised of progress achieved and noted while on the PIP.

5. **PIP Close Out**: At the conclusion of the period of time listed on the PIP for correcting the performance deficiencies, the appraiser will notify the employee in writing as to whether or not the performance deficiencies have been corrected. An employee's final appraisal may be given overall rating of less than "effective" if said deficiencies are not corrected. In such case, the appraiser must, prior to the final evaluation conference, meet with the appropriate Director and/or Chief to discuss the related documentation, the affected individual's PIP, and final appraisal prior to making a recommendation for the subsequent school year's renewal/reappointment. The appropriate supervisor shall meet with an employee with a PIP at any time during the evaluation process to discuss said evaluation if requested to do so. The employee may attach a statement to the appraisal within ten (10) days of its completion. The evaluation form, documentation and PIP must be submitted to Human Resources & Equity by April 30 for an end-of-year appraisal, which results in recommendation for non-renewal/non-reappointment.

ARTICLE EIGHTEEN
MISCELLANEOUS

A. **Contracting Out**: The District agrees to notify BTU-TSP informally as soon as possible and formally, no later than thirty (30) days before approval of a request to contract out, except that notification shall not be necessary if the District contracts out on a short-term basis of specific duration in order to provide supplemental resources not available through the use of current employees. The District shall provide such notification to BTU-TSP of the extension or renewal of existing agreements and of investigations by management to contract out bargaining unit work for the purpose of meeting the District's economic needs. Notification shall include the anticipated economic impact on the District and the impact on bargaining unit members. BTU-TSP shall be given an opportunity to meet with appropriate management personnel to explore ways to lessen the impact on bargaining unit members.

The District recognizes the integrity of the bargaining unit and BTU-TSP's obligation to preserve regular unit employee's jobs who are presently employed. The District reserves the right to contract out bargaining unit work as long as it is not for the sole purpose of eroding the bargaining unit.

B. **Calendar**: The District agrees to consult with the BTU-TSP President or his/her designee, prior to adoption of the school year calendar, for the purpose of giving input from employees.

C. **Liability Protection:** The District shall provide comprehensive liability coverage for all employees. for legal counsel to defend those covered in any suit brought against them even if any of the allegations of the suit are groundless, false or fraudulent, provided the employee was acting within the scope of his/her duties. Further, if a judgment should be rendered against an employee as a result of any suit, the general liability carrier shall discharge such obligations up to the limits of the coverage. Only compensatory damages (actual damages for medical expenses, hospital expenses, loss of service, pain and suffering, etc.) not punitive damages (willful and negligent damages) shall be covered under this provision.

D. The parties agree to editorially change all references to reflect BTU-TSP and steward nomenclatures.

E. **Job Descriptions**

1. **Changes in Job Descriptions**: Whenever there is a proposed change in the job description or title of a classification within this bargaining unit, the Board shall discuss with BTU-TSP the proposed change in job descriptions and/or job families prior to approval of the change. The BTU-TSP shall receive a copy of the current job description and the proposed job description. When changes result in a request for a reclassification, the parties agree to negotiate the impact the changes may have with respect to wages. The parties agree to be guided by the point factor analysis appropriate to the relative scale of values set up in a classification.

2. **Reclassification**: For the purpose of this section, a reclassification shall be defined as a change in any one or more of the following: job titles, responsibilities (including supervision), minimum qualifications, or the need to establish or maintain internal/external pay equity. Minimal changes in job titles, responsibilities, or minimum qualifications shall not result in a requirement to advertise and may or may not result in a higher step or pay grade. A reclassification shall not be used to recognize superior performance by an employee.

3. **Variations**: The parties agree that the District may assign employee tasks and duties which involve minor and occasional variation from the present job description as long as the tasks and duties assigned fall within the skills, qualifications, and other factors common to the classification.

4. **Changes in Reporting Structures**: Whenever there is a proposed change in the reporting structure for a classification within this bargaining unit, BTU-TSP shall be informed prior to its implementation.

5. **New Job Descriptions:** When new job descriptions are proposed for positions that will be paid on the TSP salary schedule, the proposed job description shall be provided to BTU-TSP prior to its approval. If a new job description is a successor title to a job description covered by this Agreement with no substantial change in duties, the new job description shall automatically become a classification included in this Agreement.

   If a new classification contains a significant part of the work now done by any classification in this bargaining unit or shares a community of interest with classifications in the bargaining unit, the BTU-TSP may notify the District that it believes the classification should be in the bargaining unit. The parties shall meet to agree upon its inclusion in or exclusion from this bargaining unit based

upon an examination of the duties assigned and the community of interest with other employees. If the parties are not in agreement, the inclusion of bargaining unit position shall be in accordance with PERC regulation and shall not be subject to the grievance procedure. If the parties agree to include the classification in this bargaining unit, then the parties shall agree upon the proper pay grade placement of the classification and job family placement.

ARTICLE NINETEEN
NO STRIKE/NO LOCKOUT

A. The BTU-TSP, its officers, agents, representatives and employees agree that will not strike, as defined by the Public Employees Relations Act and agree not to participate in a strike against the Board by inciting or supporting, in any positive manner, a strike. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

B. The Board agrees that it will not authorize, cause, or engage in any lockout of employees unless a lockout should become necessary for the protection of the employer's property.

ARTICLE TWENTY
TERM OF AGREEMENT
FORM, EFFECT AND DURATION

A. This Agreement shall be effective ~~June 30, 2023~~ June 30, 2026, and shall remain in effect through ~~June 29, 2026~~ June 30, 2027.

B. ~~Re-openers: For the 2024-2025 and 2025-2026 school years, either party is entitled to reopen the contract for the purpose of negotiating insurance, salary, and economic increases. Additionally, each party may select up to three (3) additional articles each to negotiate. Negotiations to resolve said items may commence any time after June 1st of each year.~~

Referendum Funds are not subject to reopener. However, the parties agree to annually negotiate the distribution of a Referendum Supplement equal to no less than 4% of base salary to eligible employees in the BTU TSP bargaining unit and shall memorialize the agreed upon distributions in a memorandum of understanding.

C. Commencement of Negotiations: No later than ~~May 1, 2026,~~ May 1, 2027, either party may require, by written notice to the other, the commencement of negotiations for a successor agreement.

D. All conditions and benefits of employment shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which are expressly provided for in this Agreement or result from the implementation of any procedure expressly set for in this Agreement. If a conflict occurs between existing School Board policy and this Agreement, the provisions of this Agreement shall supersede those of School Board policy.

E. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Dated this 6th day of May, 2026.

Anna Fusco
President and Chief Negotiator,
Broward Teachers Union

Dr. Howard Hepburn
Superintendent of Schools

Chair, ~~Debra Hixon~~ Sarah Leonardi

Chief Negotiator, ~~David Azzarito~~
Dr. Ernie Lozano

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Dated this _____day of _____, _____.

Anna Fusco
President and Chief Negotiator,
Broward Teachers Union

Dr. Howard Hepburn
Superintendent of Schools

Chair, ~~Debra Hixon~~ Sarah Leonardi

Chief Negotiator, ~~David Azzarito~~
Dr. Ernie Lozano

APPENDIX A

BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL
"Supervisory Unit"

CLASS TITLE	PAY GRADE	
Accountant IV (except benefits)	25	Supervisory
Accountant V	27	Supervisory
Capital Budget Analyst V	27	Supervisory
Capital Network System Administrator	27	Supervisory
Clinical Nursing Supervisor	25	Supervisory
Coordinator, Dropout Prevention and alternative Ed.	27	Supervisory
Coordinator, FTE	27	Supervisory
Facility Project Manager	26	Supervisory
Manager, Facilities Project (Portables)	26	Supervisory
Manager I, Customer Support Services	27	Supervisory
Manager I, Geographic Information System	27	Supervisory
Manager I, Planning Real State & Environmental Perm.	27	Supervisory
Manager I Systems & Procedures (Transportation Services)	27	Supervisory
Manager II, Broadcast & Schools Engineer	28	Supervisory
Manager II, Production	26	Supervisory
Operations, Supervisor	24	Supervisory
Personnel Administrator I (Instructional staffing and Staffing/VTAE)	20	Supervisory
Personnel Administrator II (Instructional staffing and Staffing/VTAE)	22	Supervisory
Personnel Administrator III (Instructional staffing and Staffing/VTAE)	23	Supervisory
Personnel Administrator III (Instructional staffing)	23	Supervisory
Personnel Administrator III (personnel data and records control)	23	Supervisory
Property Coordinator	26	Supervisory
Purchasing Agent V	27	Supervisory
Senior Supervisor, Building inspector	27	Supervisory
Senior, Architect	27	Supervisory
Senior Facility/Project Manager	27	Supervisory
Supervisor II, Transportation Terminal	23	Supervisory
Supervisor II, Computer Operations	23	Supervisory
Supervisor I, Workload Systems	26	Supervisory
Supervisor, Records Retention	22	Supervisory
Supervisor, ITV Art/Graphics	26	Supervisory
Systems Analyst (William Hennessey)	27	Supervisory
Training Analyst	25	Supervisory
Training Analyst, Management skills/development	25	Supervisory

APPENDIX B

BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL "Non-Supervisory Unit"

CLASS TITLE	PAY GRADE	UNIT
Accountant I	20	N-Supervisory
Accountant II	22	N-Supervisory
Accountant III	23	N-Supervisory
Architect IV	25	N-Supervisory
Architect V	26	N-Supervisory
Area/Board Liaison Specialist	27	N-Supervisory
Area Business Analyst	26	N-Supervisory
Area Supervisor I, Maintenance	25	N-Supervisory
Assistant Area Supervisor Maintenance	23	N-Supervisory
Art/Graphics Specialist	19	N-Supervisory
Budget Analyst I	20	N-Supervisory
Budget Analyst II	22	N-Supervisory
Budget Analyst III	23	N-Supervisory
Building Control Specialist IV	25	N-Supervisory
Building (trade) Inspector	25	N-Supervisory
Building Inspector	25	N-Supervisory
Capital Budget Analyst III	23	N-Supervisory
Capital Budget Analyst IV	25	N-Supervisory
Capital Network System Coordinator	26	N-Supervisory
Capital Payments Review Supervisor	27	N-Supervisory
Capital Project Planner	27	N-Supervisory
Community Service Specialist I	18	N-Supervisory
Community Service Specialist II	16	N-Supervisory
Computed Aided Drafting (CAD) Draftperson D	21	N-Supervisory
Computer Aided Drafting (CAD) Draftperson E	20	N-Supervisory
Construction Field Manager	25	N-Supervisory
Coordinator I Partnerships & Parent Involvement	27	N-Supervisory
Coordinator II, Loss Prevention/Safety	25	N-Supervisory
Coordinator, Planning Spec. & Prop. Assignmt.	27	N-Supervisory
Coordinator, Telecom, Wiring & Installation	25	N-Supervisory
Coordinator, Diversity & Cultural Outreach	27	N-Supervisory
Cost Accountant	24	N-Supervisory
Courts Liaison	25	N-Supervisory
Curator, Old Dillard Museum	25	N-Supervisory
Customer Service Analyst I	20	N-Supervisory
Customer Service Analyst II	22	N-Supervisory
Customer Service Analyst III	24	N-Supervisory
Customer Service Analyst	24	N-Supervisory
Database Researcher IV	24	N-Supervisory
Database Researcher	21	N-Supervisory

APPENDIX B

BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL "Non-Supervisory Unit"

CLASS TITLE	PAY GRADE	UNIT
Designer I, Architectural	20	N-Supervisory
Designer III, Architectural	23	N-Supervisory
Designer III, Engineering	23	N-Supervisory
District Networking, Coordinator	27	N-Supervisory
Document Specialist	14	N-Supervisory
Educational Specialist I/ESOL/foreign language	25	N-Supervisory
Facilities Engineer IV	25	N-Supervisory
Facilities Manager, Maintenance	26	N-Supervisory
Financial System Integrator	24	N-Supervisory
Furniture and Equipment Coordinator	25	N-Supervisory
Gang Liaison	25	N-Supervisory
Gang Prevention Coordinator	25	N-Supervisory
General Education Development Tester	23	N-Supervisory
Internal Accounts Instructor	22	N-Supervisory
Licensed Practical Nurse I	14	N-Supervisory
Licensed Practical Nurse II	14	N-Supervisory
Local Area Network Coordinator	26	N-Supervisory
Magnet Communications/Broadcast Arts Engineer	22	N-Supervisory
Manager I, Quality Assurance Services	27	N-Supervisory
Manager I, Systems and Procedures (treasury department)	27	N-Supervisory
Minority/Women Business Enterprise Specialist I	20	N-Supervisory
Minority/Women Business Enterprise Specialist II	22	N-Supervisory
Minority/Women Business Enterprise Specialist III	23	N-Supervisory
Minority/Women Business Enterprise Contract Ad. I	20	N-Supervisory
Minority/Women Business Enterprise Contract Ad. II	22	N-Supervisory
Minority/Women Business Enterprise Contract Ad. III	23	N-Supervisory
Network Analyst III	21	N-Supervisory
Network Analyst IV	23	N-Supervisory
Occupational Therapy Assistant	17	N-Supervisory
Personnel Administrator I (certification & incentive)	23	N-Supervisory
Personnel Administrator II (certification & incentive	22	N-Supervisory

BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL "Non-Supervisory Unit"

CLASS TITLE	PAY GRADE	UNIT
Personnel Administrator III (certification & incentive	23	N-Supervisory
Personnel Specialist Instructor I	18	N-Supervisory
Personnel Specialist Instructor II	20	N-Supervisory
Personnel Specialist Instructor III	22	N-Supervisory
Physical Therapy Assistant	17	N-Supervisory
Planner, Grants	27	N-Supervisory
Planner, School Boundaries & student assignment	25	N-Supervisory
Planning Analyst	23	N-Supervisory
Programmer I	20	N-Supervisory
Programmer II	22	N-Supervisory
Programmer III	23	N-Supervisory
Programmer IV (except Paul Wire)	24	N-Supervisory
Project Manager	25	N-Supervisory
Project Manager (environmental coordination)	26	N-Supervisory
Projects Coordinator, Maintenance	23	N-Supervisory
Purchasing Agent I	20	N-Supervisory
Purchasing Agent II	22	N-Supervisory
Purchasing Agent III / (School Food Service)	23	N-Supervisory
Purchasing Agent III	23	N-Supervisory
Purchasing Agent IV	25	N-Supervisory
Research Specialist	27	N-Supervisory
School Nurse	20	N-Supervisory
Senior Capital Project Planner	26	N-Supervisory
Senior Data Warehouse Analyst	27	N-Supervisory
Senior Document Specialist	16	N-Supervisory
Senior Engineer	27	N-Supervisory
Senior RAD Analyst	27	N-Supervisory
Senior Webmaster/Project Planner	25	N-Supervisory
Shift Supervisor III, Transportation Terminal	20	N-Supervisory
Specialist (ESEA Title I) Basic Parent Involvement Program	25	N-Supervisory
Specialist (ESEA Title I) Basic Schoolwide Project and Program Development	25	N-Supervisory
Specialist (Title I) Non-Public, Neglected and Delinquent	25	N-Supervisory
Specialist (Title I) Secondary	25	N-Supervisory
Specialist, Carl Perkins Curriculum Developer	25	N-Supervisory
Specialist, Community Relations Magnet Programs	25	N-Supervisory

APPENDIX B

BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL "Non-Supervisory Unit"

CLASS TITLE	PAY GRADE	UNIT
Specialist, Family School Partnership Program	25	N-Supervisory
Specialist, Grants	25	N-Supervisory
Specialist, Health Outreach	25	N-Supervisory
Specialist, Media	25	N-Supervisory
Specialist, Parent Involvement	25	N-Supervisory
Specialist, Public Affairs & Community Relations	25	N-Supervisory
Specialist, Testing	25	N-Supervisory
Staff Assistant	23	N-Supervisory
Staff Developer, Transportation Training Operations	20	N-Supervisory
Supervisor I Construction Environmental Coordinator	25	N-Supervisory
Supervisor I, Electrical	25	N-Supervisory
Supervisor I, Electronics	25	N-Supervisory
Supervisor I, Grounds	25	N-Supervisory
Supervisor I, Health, Safety and Sanitation	25	N-Supervisory
Supervisor I, Heating, Ventilating and Air Conditioning	25	N-Supervisory
Supervisor I, Mechanical Equipment	25	N-Supervisory
Supervisor I, Minor Capital Outlay	25	N-Supervisory
Supervisor I, Painting	25	N-Supervisory
Supervisor I, Portables	25	N-Supervisory
Supervisor I, Roofing	25	N-Supervisory
Supervisor I, UBCI Inspector	25	N-Supervisory
Supervisor I, Printing Services	26	N-Supervisory
Supervisor, Training Operations	23	N-Supervisory
Supervisor II, Training Operations	23	N-Supervisory
Supervisor II, Vehicle Maintenance, Parts Room	23	N-Supervisory
Supervisor III, Custodial	20	N-Supervisory
Supervisor III, Custodial (Administrative Site Operations	20	N-Supervisory
Supervisor III, Exceptional Student Education (ESE) Transportation	20	N-Supervisory
Supervisor III, Office Operations/Data Entry	20	N-Supervisory
Supervisor III, Operations	20	N-Supervisory
Supervisor III, Transportation Operations	20	N-Supervisory
Supervisor III, Transportation Staffing Operations	20	N-Supervisory
Supervisor, Computer Operations	22	N-Supervisory
Supervisor, Purchasing	22	N-Supervisory

BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL "Non-Supervisory Unit"

CLASS TITLE	PAY GRADE	UNIT
Supervisor, Maintenance Stockroom & Warehouse	22	N-Supervisory
Supervisor, Volunteer Services	26	N-Supervisory
Systems Analyst I	20	N-Supervisory
Systems Analyst II	22	N-Supervisory
Systems Analyst III	24	N-Supervisory
Systems Analyst IV (except Arlene Barbas)	26	N-Supervisory
Systems Analyst (except William Hennesey)	27	N-Supervisory
Systems Integrator	26	N-Supervisory
Systems Programmer	27	N-Supervisory
Systems Programmer II	24	N-Supervisory
Systems Support Specialist	23	N-Supervisory
Telecommunications Analyst IV	25	N-Supervisory
Textbook Analyst	26	N-Supervisory
Transportation Route Analyst	23	N-Supervisory
Training Specialist, Management Skill/Development	27	N-Supervisory
Treasury Analyst III	23	N-Supervisory
TV Art/Graphic Specialist	19	N-Supervisory
TV Audio Production Specialist	20	N-Supervisory
TV Broadcast Engineer I	20	N-Supervisory
TV Broadcast Engineer II	18	N-Supervisory
TV Broadcast Maintenance Engineer	22	N-Supervisory
TV Producer/Director	22	N-Supervisory
TV Production Assistant	19	N-Supervisory
TV Studio Crew Chief	20	N-Supervisory
TV Studio Technical Advisor	22	N-Supervisory
TV Traffic Specialist	17	N-Supervisory
Wellness Coordinator	24	N-Supervisory
Wide Area Network (WAN) Coordinator	26	N-Supervisory

APPENDIX C

Grievance #_____

OFFICIAL GRIEVANCE FORM

Name_____
Job Title_____
Work Location_____
Work Address_____

Home Address_____
Home Phone_____

STEP I

A. Date cause of Grievance occurred:_____

B. Article(s) and Section(s) alleged to have been violated:

C. State Grievance:

D. State Relief Sought:

E. Disposition of Immediate Supervisor:

_____
_____
_____
_____

_____ _____
Immediate Supervisor Date

STEP II

F. Date submitted to Superintendent:_____

_____ _____
Signature of Grievant Signature of BTU-TSP Representative

Date Filed

Copies to: (1) Immediate Supervisor, (2) BTU-TSP, (3) Grievant

Broward Teachers Union - Technical Support Professionals
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

STEP / GRADE		1	2	3	4	5	6	7	8	9	10	11	12	13	14
29	A	~~98,556~~	~~101,315~~	~~104,152~~	~~107,068~~	~~110,065~~	~~113,148~~	~~116,316~~	~~119,573~~	~~122,920~~	~~126,361~~	~~129,900~~	~~133,537~~	~~137,277~~	~~141,121~~
	H	~~53.85553~~	~~55.36348~~	~~56.91345~~	~~58.50684~~	~~60.14502~~	~~61.82939~~	~~63.56069~~	~~65.34028~~	~~67.16958~~	~~69.04999~~	~~70.98361~~	~~72.97111~~	~~75.01465~~	~~77.11508~~
	A	98,753	101,518	104,360	107,282	110,285	113,374	116,549	119,812	123,166	126,614	130,160	133,804	137,551	141,403
	H	53.96323	55.47419	57.02727	58.62384	60.26530	61.95304	63.68780	65.47095	67.30391	69.18807	71.12556	73.11704	75.16466	77.26929
28	A	~~92,040~~	~~94,617~~	~~97,267~~	~~99,990~~	~~102,790~~	~~105,669~~	~~108,627~~	~~111,668~~	~~114,795~~	~~118,010~~	~~121,314~~	~~124,710~~	~~128,202~~	~~131,792~~
	H	~~50.29403~~	~~51.70348~~	~~53.15124~~	~~54.63961~~	~~56.16927~~	~~57.74235~~	~~59.35883~~	~~61.02080~~	~~62.72969~~	~~64.48618~~	~~66.29169~~	~~68.14761~~	~~70.05599~~	~~72.01756~~
	A	92,224	94,807	97,461	100,190	102,995	105,880	108,844	111,891	115,025	118,246	121,556	124,960	128,459	132,056
	H	50.39551	51.80688	53.25753	54.74888	56.28160	57.85782	59.47753	61.14283	62.85514	64.61514	66.42426	68.28389	70.19609	72.16158
27	A	~~86,628~~	~~89,053~~	~~91,546~~	~~94,110~~	~~96,745~~	~~99,454~~	~~102,239~~	~~105,101~~	~~108,044~~	~~111,069~~	~~114,178~~	~~117,374~~	~~120,660~~	~~124,039~~
	H	~~47.33780~~	~~48.66304~~	~~50.02540~~	~~51.42625~~	~~52.86630~~	~~54.34627~~	~~55.86824~~	~~57.43221~~	~~59.04029~~	~~60.69318~~	~~62.39226~~	~~64.13894~~	~~65.93464~~	~~67.78081~~
	A	86,801	89,231	91,730	94,298	96,939	99,653	102,443	105,311	108,260	111,291	114,406	117,609	120,902	124,287
	H	47.43247	48.76036	50.12544	51.52909	52.97202	54.45495	55.97997	57.54706	59.15836	60.81456	62.51703	64.26721	66.06650	67.91636
26	A	~~80,730~~	~~82,990~~	~~85,314~~	~~87,703~~	~~90,159~~	~~92,683~~	~~95,278~~	~~97,946~~	~~100,689~~	~~103,508~~	~~106,406~~	~~109,386~~	~~112,450~~	~~115,598~~
	H	~~44.11465~~	~~45.34959~~	~~46.61953~~	~~47.92517~~	~~49.26722~~	~~50.64637~~	~~52.06472~~	~~53.52228~~	~~55.02114~~	~~56.56202~~	~~58.14560~~	~~59.77397~~	~~61.44786~~	~~63.16840~~
	A	80,891	83,156	85,484	87,878	90,339	92,868	95,469	98,142	100,890	103,715	106,619	109,605	112,674	115,829
	H	44.20287	45.44028	46.71276	48.02101	49.36574	50.74765	52.16884	53.62932	55.13117	56.67513	58.26187	59.89351	61.57074	63.29473
25	A	~~75,231~~	~~77,337~~	~~79,502~~	~~81,729~~	~~84,017~~	~~86,369~~	~~88,788~~	~~91,275~~	~~93,831~~	~~96,458~~	~~99,159~~	~~101,935~~	~~104,790~~	~~107,724~~
	H	~~41.10992~~	~~42.26084~~	~~43.44397~~	~~44.66072~~	~~45.91105~~	~~47.19638~~	~~48.51813~~	~~49.87697~~	~~51.27365~~	~~52.70949~~	~~54.18526~~	~~55.70232~~	~~57.26209~~	~~58.86542~~
	A	75,382	77,492	79,661	81,893	84,185	86,542	88,966	91,457	94,018	96,651	99,357	102,139	104,999	107,939
	H	41.19213	42.34536	43.53085	44.75003	46.00286	47.29076	48.61516	49.97672	51.37618	52.81490	54.29362	55.81372	57.37660	58.98314
24	A	~~70,105~~	~~72,068~~	~~74,086~~	~~76,160~~	~~78,293~~	~~80,485~~	~~82,739~~	~~85,055~~	~~87,437~~	~~89,885~~	~~92,401~~	~~94,988~~	~~97,647~~	~~100,381~~
	H	~~38.30891~~	~~39.38142~~	~~40.48405~~	~~41.61748~~	~~42.78311~~	~~43.98004~~	~~45.21237~~	~~46.47810~~	~~47.77957~~	~~49.11740~~	~~50.49234~~	~~51.90581~~	~~53.35917~~	~~54.85323~~
	A	70,246	72,212	74,234	76,312	78,450	80,646	82,904	85,225	87,611	90,065	92,586	95,178	97,843	100,582
	H	38.38552	39.46018	40.56501	41.70071	42.86867	44.06889	45.30279	46.57105	47.87511	49.21562	50.59332	52.00961	53.46588	54.96293
23	A	~~65,327~~	~~67,156~~	~~69,037~~	~~70,970~~	~~72,957~~	~~75,001~~	~~77,100~~	~~79,259~~	~~81,478~~	~~83,760~~	~~86,105~~	~~88,517~~	~~90,996~~	~~93,543~~
	H	~~35.69761~~	~~36.69734~~	~~37.72505~~	~~38.78147~~	~~39.86728~~	~~40.98390~~	~~42.13133~~	~~43.31097~~	~~44.52351~~	~~45.77034~~	~~47.05218~~	~~48.36971~~	~~49.72437~~	~~51.11665~~
	A	65,457	67,290	69,175	71,112	73,103	75,151	77,255	79,418	81,641	83,927	86,278	88,694	91,178	93,731
	H	35.76900	36.77072	37.80050	38.85902	39.94701	41.06586	42.21559	43.39758	44.61255	45.86187	47.14628	48.46644	49.82381	51.21887
22	A	~~60,881~~	~~62,586~~	~~64,339~~	~~66,140~~	~~67,993~~	~~69,896~~	~~71,854~~	~~73,865~~	~~75,933~~	~~78,060~~	~~80,246~~	~~82,493~~	~~84,803~~	~~87,177~~
	H	~~33.26835~~	~~34.20015~~	~~35.15786~~	~~36.14218~~	~~37.15448~~	~~38.19480~~	~~39.26452~~	~~40.36364~~	~~41.49356~~	~~42.65568~~	~~43.85001~~	~~45.07794~~	~~46.34021~~	~~47.63773~~
	A	61,003	62,711	64,468	66,272	68,129	70,036	71,998	74,013	76,085	78,216	80,406	82,658	84,972	87,351
	H	33.33488	34.26854	35.22817	36.21445	37.22878	38.27118	39.34304	40.44436	41.57654	42.74099	43.93770	45.16809	46.43288	47.73299
21	A	~~56,742~~	~~58,330~~	~~59,964~~	~~61,643~~	~~63,369~~	~~65,143~~	~~66,968~~	~~68,843~~	~~70,772~~	~~72,753~~	~~74,790~~	~~76,885~~	~~79,037~~	~~81,250~~
	H	~~31.00642~~	~~31.87451~~	~~32.76710~~	~~33.68490~~	~~34.62790~~	~~35.59751~~	~~36.59442~~	~~37.61932~~	~~38.67296~~	~~39.75597~~	~~40.86909~~	~~42.01373~~	~~43.18984~~	~~44.39916~~
	A	56,855	58,447	60,084	61,767	63,496	65,274	67,102	68,981	70,913	72,899	74,940	77,039	79,195	81,413
	H	31.06843	31.93825	32.83263	33.75227	34.69715	35.66870	36.66760	37.69456	38.75030	39.83547	40.95082	42.09774	43.27621	44.48795
20	A	~~52,869~~	~~54,349~~	~~55,871~~	~~57,435~~	~~59,043~~	~~60,695~~	~~62,395~~	~~64,143~~	~~65,939~~	~~67,785~~	~~69,683~~	~~71,634~~	~~73,640~~	~~75,702~~
	H	~~28.89007~~	~~29.69867~~	~~30.53035~~	~~31.38514~~	~~32.26375~~	~~33.16684~~	~~34.09585~~	~~35.05076~~	~~36.03227~~	~~37.04107~~	~~38.07790~~	~~39.14410~~	~~40.24043~~	~~41.36718~~
	A	52,975	54,457	55,982	57,550	59,161	60,817	62,520	64,271	66,071	67,921	69,822	71,777	73,787	75,853
	H	28.94784	29.75806	30.59141	31.44791	32.32827	33.23316	34.16403	35.12085	36.10432	37.11515	38.15405	39.22238	40.32091	41.44990
19	A	~~49,269~~	~~50,649~~	~~52,067~~	~~53,525~~	~~55,024~~	~~56,565~~	~~58,148~~	~~59,777~~	~~61,450~~	~~63,170~~	~~64,949~~	~~66,758~~	~~68,627~~	~~70,548~~
	H	~~26.92286~~	~~27.67685~~	~~28.45183~~	~~29.24851~~	~~30.06762~~	~~30.90980~~	~~31.77509~~	~~32.66489~~	~~33.57919~~	~~34.51940~~	~~35.48621~~	~~36.47961~~	~~37.50102~~	~~38.55105~~
	A	49,367	50,750	52,171	53,632	55,134	56,678	58,265	59,896	61,573	63,297	65,070	66,891	68,764	70,689
	H	26.97670	27.73219	28.50872	29.30700	30.12775	30.97161	31.83864	32.73022	33.64635	34.58843	35.55717	36.55256	37.57601	38.62814
18	A	~~45,915~~	~~47,200~~	~~48,522~~	~~49,880~~	~~51,276~~	~~52,713~~	~~54,188~~	~~55,705~~	~~57,264~~	~~58,868~~	~~60,517~~	~~62,212~~	~~63,955~~	~~65,745~~
	H	~~25.09005~~	~~25.79224~~	~~26.51472~~	~~27.25680~~	~~28.01988~~	~~28.80467~~	~~29.61115~~	~~30.44005~~	~~31.29204~~	~~32.16853~~	~~33.06952~~	~~33.99573~~	~~34.94785~~	~~35.92638~~
	A	46,007	47,294	48,619	49,980	51,379	52,818	54,297	55,817	57,379	58,986	60,638	62,337	64,082	65,877
	H	25.14023	25.84382	26.56774	27.31131	28.07592	28.86228	29.67037	30.50092	31.35462	32.23286	33.13566	34.06372	35.01774	35.99823
17	A	~~42,793~~	~~43,991~~	~~45,222~~	~~46,487~~	~~47,789~~	~~49,127~~	~~50,503~~	~~51,917~~	~~53,371~~	~~54,865~~	~~56,401~~	~~57,981~~	~~59,604~~	~~61,273~~
	H	~~23.38398~~	~~24.03855~~	~~24.71132~~	~~25.40299~~	~~26.11427~~	~~26.84516~~	~~27.59704~~	~~28.36992~~	~~29.16450~~	~~29.98080~~	~~30.82018~~	~~31.68339~~	~~32.57038~~	~~33.48234~~
	A	42,878	44,079	45,312	46,580	47,885	49,225	50,604	52,021	53,478	54,975	56,514	58,097	59,723	61,395
	H	23.43074	24.08662	24.76073	25.45379	26.16650	26.89884	27.65223	28.42665	29.22282	30.04075	30.88182	31.74675	32.63551	33.54930
16	A	~~39,872~~	~~40,988~~	~~42,135~~	~~43,315~~	~~44,529~~	~~45,775~~	~~47,056~~	~~48,373~~	~~49,727~~	~~51,120~~	~~52,551~~	~~54,023~~	~~55,536~~	~~57,091~~
	H	~~21.78779~~	~~22.39755~~	~~23.02483~~	~~23.66960~~	~~24.33258~~	~~25.01375~~	~~25.71383~~	~~26.43351~~	~~27.17349~~	~~27.93447~~	~~28.71646~~	~~29.52084~~	~~30.34765~~	~~31.19737~~
	A	39,951	41,069	42,220	43,402	44,618	45,867	47,150	48,470	49,827	51,222	52,656	54,131	55,647	57,205
	H	21.83136	22.44234	23.07088	23.71693	24.38124	25.06377	25.76525	26.48637	27.22783	27.99033	28.77389	29.57988	30.40834	31.25976
15	A	~~37,154~~	~~38,195~~	~~39,264~~	~~40,364~~	~~41,494~~	~~42,656~~	~~43,850~~	~~45,077~~	~~46,339~~	~~47,637~~	~~48,970~~	~~50,341~~	~~51,750~~	~~53,199~~
	H	~~20.30292~~	~~20.87139~~	~~21.45596~~	~~22.05663~~	~~22.67410~~	~~23.30906~~	~~23.96153~~	~~24.63222~~	~~25.32181~~	~~26.03096~~	~~26.75975~~	~~27.50884~~	~~28.27880~~	~~29.07071~~
	A	37,229	38,271	39,343	40,444	41,577	42,741	43,937	45,167	46,432	47,732	49,068	50,442	51,854	53,306
	H	20.34353	20.91313	21.49886	22.10074	22.71944	23.35568	24.00945	24.68148	25.37244	26.08302	26.81326	27.56385	28.33545	29.12885
14	A	~~34,774~~	~~35,748~~	~~36,748~~	~~37,777~~	~~38,835~~	~~39,923~~	~~41,041~~	~~42,191~~	~~43,372~~	~~44,586~~	~~45,834~~	~~47,118~~	~~48,437~~	~~49,794~~
	H	~~19.00219~~	~~19.53425~~	~~20.08101~~	~~20.64316~~	~~21.22144~~	~~21.81581~~	~~22.42696~~	~~23.05493~~	~~23.70041~~	~~24.36409~~	~~25.04595~~	~~25.74743~~	~~26.46851~~	~~27.20962~~
	A	34,844	35,819	36,822	37,853	38,913	40,003	41,123	42,275	43,458	44,675	45,926	47,212	48,534	49,893
	H	19.04019	19.57331	20.12117	20.68444	21.26387	21.85944	22.47181	23.10103	23.74780	24.41281	25.09603	25.79892	26.52145	27.26403

THIS SCHEDULE IS BASED ON A 244 DAY CALENDAR AND A 7 1/2 HOUR WORKDAY.

~~For the 2024-2025 school year, employees in the BTU-TSP bargaining unit in an active status as of the date of board approval, shall receive a step increase retroactive to July 1, 2024.~~

~~The remaining amount will be spread equally across the salary schedule equivalent to 0.20%.~~

~~Employees on the top step of the salary schedule shall receive a one time (non-recurring) bonus payment equivalent to a step of 2.80% of the base salary.~~

As of the 2016-2017 school year, BTU-TSP employees with fifteen (15) to twenty (20) years of employment tenure with the District as of June 30, 2016 shall receive a recurring payment of $1,000 annually.
As of the 2016-2017 school year, BTU-TSP employees with greater than twenty (20) years of employment tenure with the District as of June 30, 2016 shall receive a recurring payment of $1,400 annually.

Advanced Degree Incentives and Amounts of Incentives: Bachelors - $1,000, Masters - $1,500 and Doctorate - $2,000.

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIES

CODE	POSITION TITLE	TSP JOB FAMILY	Pay Grade
WW-006.1	Accountant I	Finance	20
WW-006.2	Accountant II	Finance	22
WW-006.3	Accountant III	Finance	23
WW-004	Accountant IV (Except Financial Reporting)	Finance	25
W-007	Accountant V (Except Benefits)	Finance	27
ZZ-032	Accountant, BEF	Finance	20
DD-116	Analyst, Energy Conservation	Facilities & Maintenance	25
SS-040	Architect IV	Facilities & Maintenance	26
SS-028	Architect V	Facilities & Maintenance	25
BB-001	Area Business Analyst	Finance	27
DD-009	Area Supervisor I, Maintenance	Facilities & Maintenance	23
DD-039	Assistant Area Supervisor, Maintenance	Facilities & Maintenance	27
S-012	Assistant Chief Building Official, Inspections	Facilities & Maintenance	25
R-051	Basis Administrator	Computer-NW/Sys Analyst	27
RR-073	BECON - Traffic Supervisor	Production/Eng & Art.Graphics	23
RR-038	Becon Engineering Manager	Production/Eng & Art.Graphics	28
R-020	Becon Station Manager	Production/Eng & Art.Graphics	28
WW-014.1	Budget Analyst I	Finance	20
WW-014.2	Budget Analyst II	Finance	22
WW-014.3	Budget Analyst III	Finance	23
WW-017	Budget Specialist/FTE Specialist	Computer - Cust Svc	18
RR-032	Building Control Specialist IV	Facilities & Maintenance	14
W-032	Business Warehouse Administrator	Computer-NW/Sys Analyst	27
WW-010.1	Capital Budget Analyst I	Finance	20
WW-10.2	Capital Budget Analyst II	Finance	22
WW-010.3	Capital Budget Analyst III	Finance	23
WW-005	Capital Budget Analyst IV	Finance	25
W-009	Capital Budget Analyst V	Finance	27
W-003	Capital Network Syst Administrator	Computer - Applications	27
WW-001	Capital Network Syst Coordinator	Computer - Applications	26
W-004	Capital Payment Review Supervisor	Finance	27
RR-058	CATV Technician Apprentice	Production/Eng & Art.Graphics	16
EE-138	Clinical Nurse, Health Ed Services	Nursing	23
EE-125	Clinical Nursing Supervisor - Exceptional Centers, ESE Clusters, Head Start, Full Service	Nursing	25
RR-056	Community Relations Assistant	Public Affairs	20
RR-054	Community Resource Specialist, Volunteer Services	Public Affairs	23
KK-106	Community Service Specialist I	Public Affairs	18
EE-006	Community Service Specialist II	Public Affairs	16
SS-046.1	Computer Aided Drafting (CAD) Draftsperson A	Facilities & Maintenance	17
SS-046.2	Computer Aided Drafting (CAD) Draftsperson B	Facilities & Maintenance	19
SS-046.3	Computer Aided Drafting (CAD) Draftsperson C	Facilities & Maintenance	21
SS-046.4	Computer Aided Drafting (CAD) Draftsperson D	Facilities & Maintenance	25
DD-098	Computer Training Instructor, Food Service	Customer Service	25
SS-084	Construction Purchasing Agent	Purchasing	23
DD-105	Coordinator II, Loss Prevention & Safety	Facilities & Maintenance	27
RR-061	Coordinator, BECON Public Relations & Fund Raising	Public Affairs	26
E-134	Coordinator, Behavior	Ed Pgms/Curriculum	27
B-020	Coordinator, Charter Schools	Ed Pgms/Curriculum	27
E-129	Coordinator, Diversity & Cultural Outreach	Ed Pgms/Curriculum	27
SS-094	Coordinator, Environmental Resource Mgmt	Facilities & Maintenance	27
S-031	Coordinator, Facility Planning & Educational Programming	Facilities & Maintenance	26
Z-026	Coordinator, Governmental Affairs	Public Affairs	27
S-014	Coordinator, Management Systems	Computer - Applications	27
E-028	Coordinator, Medicaid	Finance	27
C-036	Coordinator, Non-Instructional Development	HR/Staff Dev	27
R-012	Coordinator, Parents, Business & Community Partnerships	Public Affairs	27
R-002	Coordinator, Partners in Education	Public Affairs	27
C-043	Coordinator, Quality Support	HR/Staff Dev	27
DD-109	Coordinator, Supplier Diversity and Outreach Program	Purchasing	26
C-040	Coordinator, Teacher Support	Ed Pgms/Curriculum	25
SS-069	Coordinator, Telecommunications, Wiring & Installation	Telecommunications	25

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIES

CODE	POSITION TITLE	TSP JOB FAMILY	Pay Grade
C-042	Coordinator, Training	HR/Staff Dev	27
RR-053	Coordinator, Volunteer Services	Public Affairs	27
WW-008	Cost Accountant	Finance	24
SS-086	Cost Estimator / Scheduler	Facilities & Maintenance	24
EE-135	Courts Liaison	Ed Pgms/Curriculum	25
KK-025	CTACE Business Analyst - Career, Technical, and Adult/Community Education	Finance	23
EE-128	CTACE Grant Administrator	Finance	23
ZZ-027	Curator, Old Dillard Museum	Public Affairs	25
EE-137	Curriculum Support Specialist, Military Science	Ed Pgms/Curriculum	25
WW-013.1	Customer Service Analyst I	Computer - Cust Svc	20
WW-013.2	Customer Service Analyst II	Computer - Cust Svc	22
WW-013.3	Customer Service Analyst III	Computer - Cust Svc	24
RR-050.1	Database Researcher I	Research/Evaluation	21
RR-050.2	Database Researcher II	Research/Evaluation	22
RR-050.3	Database Researcher III	Research/Evaluation	23
RR-050.4	Database Researcher IV	Research/Evaluation	24
RR-072	Demographer Analyst	Facilities & Maintenance	20, 22, 23
SS-066	Designer I, II, III, Architectural	Facilities & Maintenance	23
SS-042	Designer III, Architectural	Facilities & Maintenance	23
SS-043	Designer III, Engineering	Facilities & Maintenance	27
RR-070	Digital Broadcast Engineer	Production/Eng & Art.Graphics	22
SS-075	Director, Design & Construction Contracts	Facilities & Maintenance	29
S-010.1	Director, Plan/Designs	Facilities & Maintenance	24
RR-071	Distance Learning Outreach Specialist	Computer - Applications	22
R-022	District Network Coordinator	Computer - Applications	27
SS-093	District Space Planner	Facilities & Maintenance	14
RR-066	District Webmaster	Computer - Applications	24
SS-056	Document Specialist	Facilities & Maintenance	20
SS-058	Draftsperson E	Facilities & Maintenance	23
SS-044	Draftsperson, Senior	Facilities & Maintenance	26
EE-090	Educational Specialist I, English for Speakers of Other Languages (ESOL)/Foreign Language	Ed Pgms/Curriculum	25
CC-055	Employee Health Testing Specialist	HR/Staff Dev	25
RR-051	Evaluation Administrator	Research/Evaluation	27
RR-060	Executive Producer - BECON	Production/Eng & Art.Graphics	24
SS-041	Facilities Engineer V	Facilities & Maintenance	26
R-049	Finance Manager, ETS	Finance	27
WW-012	Financial Reporting Analyst	Finance	24
WW-016	Financial Systems Integrator	Computer-NW/Sys Analyst	24
SS-027	Furniture & Equipment Coordinator	Purchasing	26
ZZ-026	Gang Prevention Coordinator	Ed Pgms/Curriculum	23
EE-047	General Education Development Tester	Ed Pgms/Curriculum	23
ZZ-034	Grants Administrative Specialist	Ed Pgms/Curriculum	26
DD-020	Grounds Manager	Facilities & Maintenance	27
JJ-083	Licensed Practical Nurse I, II, III/Medically Complex Exceptional Students	Nursing	14, 16, 17
RR-041	Local Area Network Coordinator	Computer - Applications	26
EE-023	Magnet - Communications/Broadcast Arts Engineer	Production/Eng & Art.Graphics	22
D-021	Manager Energy Conservation Utility Management (Previously R-021)	Facilities & Maintenance	24
R-030	Manager I, Customer Support Services	Computer - Cust Svc	27
W-015	Manager I, Systems & Procedures	Finance	27
D-048	Manager I, Systems & Procedures - Physical Plant Operations	Computer-NW/Sys Analyst	27
RR-028	Manager II, Production	Production/Eng & Art.Graphics	26
RR-062	Manager of Graphics, Print Products	Production/Eng & Art.Graphics	26
RR-027	Manager of Graphics, Video Products	Production/Eng & Art.Graphics	26
D-033	Manager Purchasing Operations	Purchasing	27
R-045	Manager, Conferencing Services	Computer - Applications	27
W-029	Manager, ERP-Budget	Finance	27
W-029	Manager, ERP-Finance & Integration	Finance	27
W-029	Manager, ERP-HR	HR/Staff Dev	21
W-029	Manager, ERP-Operations	Purchasing	27
W-029	Manager, ERP-Payroll	Finance	27

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIES

CODE	POSITION TITLE	TSP JOB FAMILY	Pay Grade
W-029	Manager, ERP-Programming	Computer-Programmer	20
D-050	Manager, Food & Nutrition Services	Finance	27
EE-136	Manager, SSS/ESE Electronic Management System (EMS)	Ed Pgms/Curriculum	24
DD-090	Manager, Training	HR/Staff Dev	27
DD-081	Manager, Transportation Terminal	Transportation	26
RR-074	Marketing Specialist, BECON	Public Affairs	21
DD-111	Minority/women Business Enterprise (M/WBE) Contract Compliance Administrator I, II, III	Purchasing	20, 22, 23
DD-110	Minority/Women Business Enterprise (M/WBE) Specialist I, II, III	Purchasing	20, 22, 23
RR-011	Network Analyst III	Computer-NW/Sys Analyst	21
RR-004	Network Analyst IV	Computer-NW/Sys Analyst	23
JJ-050	Occupational Therapy Assistant	Nursing	17
DD-119	Operational Analyst, Physical Plant Operations	Facilities & Maintenance	27
EE-130	Operations and Logistics Specialist, Junior Reserve Officers Training Corps (JROTC) and Principal's Leadership Development Corps (PLDC)	Ed Pgms/Curriculum	27
RR-050	Operations Service Specialist	Computer - Operations	20
RR-045	Operations Specialist	Computer - Operations	22
RR-002	Operations Supervisor	Computer - Operations	24
CC-012.1	Personnel Administrator I	HR/Staff Dev	25
CC-012.2	Personnel Administrator II	HR/Staff Dev	20
CC-012.3	Personnel Administrator III	HR/Staff Dev	22
C-011	Personnel Specialist/Instructor I, II, III	HR/Staff Dev	23
JJ-051	Physical Therapy Assistant	Nursing	17
Z-027	Planner, Grants	Ed Pgms/Curriculum	23
S-033	Planner, Growth Management Impact	Facilities & Maintenance	27
S-035	Planner, Growth Management Monitoring	Facilities & Maintenance	25
RR-064	Planner, School Boundaries	Facilities & Maintenance	23
SS-053	Planning Analyst	Facilities & Maintenance	24
SS-089	Plans Examiner (Specialties: Building , Civil, Structural, HVAC, Plumbing, Electrical)	Facilities & Maintenance	25
SS-014.1	Plans Examiner / Inspector - Building	Facilities & Maintenance	25
SS-014.4	Plans Examiner / Inspector - Electrical	Facilities & Maintenance	25
SS-014.6	Plans Examiner / Inspector - Fire Safety	Facilities & Maintenance	25
SS-014.3	Plans Examiner / Inspector - Mechanical	Facilities & Maintenance	25
SS-014.2	Plans Examiner / Inspector - Plumbing	Facilities & Maintenance	25
SS-014.5	Plans Examiner / Inspector - Roofing	Facilities & Maintenance	25
W-034	Portal Administrator	Computer-NW/Sys Analyst	27
W-031	Process Analyst - Personnel Dev	HR/Staff Dev	18, 20, 22
W-031	Process Analyst - Accounts Payable	Finance	25
W-031	Process Analyst - Benefits	HR/Staff Dev	25
W-031	Process Analyst - Bus Warehouse	Computer-NW/Sys Analyst	25
W-031	Process Analyst - Change Management	Computer - Cust Svc	25
W-031	Process Analyst - Chg Mgmt-Web	Computer - Applications	25
W-031	Process Analyst - Controlling	Finance	25
W-031	Process Analyst - E-Recruitment	HR/Staff Dev	25
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W-031	Process Analyst - Grants Management	Finance	25
W-031	Process Analyst - Learning Solutions	HR/Staff Dev	25
W-031	Process Analyst - Mat/Inv Mgmt	Purchasing	25
W-031	Process Analyst - Org Management	HR/Staff Dev	25
W-031	Process Analyst - Payroll	Finance	25
W-031	Process Analyst - Personnel Admin	HR/Staff Dev	25
W-031	Process Analyst - Plant Maint	Facilities & Maintenance	25
W-031	Process Analyst - Purchasing	Purchasing	25
W-031	Process Analyst - Time Management	HR/Staff Dev	25
W-031	Process Analyst - Transportation	Transportation	25
W-031	Process Analyst - Treasury	Finance	25
DD-075	Program Manager, Nutrition Education and Training	HR/Staff Dev	25
EE-139	Program Supervisor, BASCC	Ed Pgms/Curriculum	20
RR-012.1	Programmer I	Computer-Programmer	22
RR-012.2	Programmer II	Computer-Programmer	23

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIES

CODE	POSITION TITLE	TSP JOB FAMILY	Pay Grade
RR-012.3	Programmer III	Computer-Programmer	24
RR-001	Programmer IV	Computer-Programmer	27
ZZ-031	Programs Coordinator III, Broward Education Foundation	Public Affairs	22
CC-022	Project Manager - Occupational Health/Environmental Control	Facilities & Maintenance	25
SS-019	Project Manager I	Facilities & Maintenance	25
SS-039	Project Manager I	Facilities & Maintenance	25
SS-054	Project Manager I	Facilities & Maintenance	25
SS-060	Project Manager I	Facilities & Maintenance	26
SS-080	Project Manager II	Facilities & Maintenance	26
SS-081.1	Project Manager II	Facilities & Maintenance	26
SS-079	Project Manager II (Warranty Administrator)	Facilities & Maintenance	26
D-054	Project Manager II, Energy Conservation & Utility Management	Facilities & Maintenance	27
S-017	Project Manager III - Facilities & Construction	Facilities & Maintenance	23
R-048	Project Manager, Tech and Instruction	Computer-NW/Sys Analyst	27
R-016	Project Manager, Technology, Project Management Office	Computer-NW/Sys Analyst	26
DD-089	Projects Coordinator, Physical Plant	Facilities & Maintenance	26
SS-057	Property Coordinator	Facilities & Maintenance	24
DD-086-1	Purchasing Agent I	Purchasing	20
DD-094-1	Purchasing Agent I, School Food Service	Purchasing	20
DD-086-2	Purchasing Agent II	Purchasing	22
DD-094-2	Purchasing Agent II, School Food Service	Purchasing	22
DD-086-3	Purchasing Agent III	Purchasing	23
DD-078	Purchasing Agent IV	Purchasing	25
DD-093	Purchasing Agent, Food Service Equipment & Supplies	Purchasing	25
DD-103	Purchasing Card Coordinator	Purchasing	20
SS-018	Real Property Analyst	Facilities & Maintenance	20
R-033	Research Specialist	Research/Evaluation	27
DD-085	Route Planner	Transportation	20
DD-107	Safety Specialist I	Facilities & Maintenance	23
DD-106	Safety Specialist II	Facilities & Maintenance	21
DD-118	Scheduler, Physical Plant Operations	Facilities & Maintenance	27
KK-136	School Age Child Care Supervisor	Ed Pgms/Curriculum	25
JJ-049	School Nurse - Exceptional Student Centers or Schools with ESE Clusters, Head Start, Full Service Schools Programs	Nursing	20
S-002	Senior Architect	Facilities & Maintenance	16
SS-020	Senior Capital Project Planner	Computer-NW/Sys Analyst	27
R-026	Senior Data Warehouse (DHW) Analyst	Computer-NW/Sys Analyst	27
SS-045	Senior Document Specialist	Facilities & Maintenance	27
S-020	Senior Engineer	Facilities & Maintenance	26
SS-090	Senior Plan Examiner (Specialties: Building, Civil, Structural, Mechanical, Electrical)	Facilities & Maintenance	29
S-010.2	Senior Project Manager / Construction Phase	Facilities & Maintenance	25
R-025	Senior Rapid Application Development (RAD) Analyst	Computer-NW/Sys Analyst	27
SS-087	Senior Webmaster / Project Planner	Computer - Applications	25
DD-082	Shift Supervisor, Transportation Terminal	Transportation	22
EE-008	Specialist (ESEA Title I) Basic Parent Involvement Program	Ed Pgms/Curriculum	25
EE-112	Specialist , Innovative Programs	Public Affairs	25
CC-059	Specialist Workers - Compensation	HR/Staff Dev	25
EE-126	Specialist, (Bilingual - title VII) Parent Outreach Program	Public Affairs	25
EE-007	Specialist, (ESEA Title I) Basic School-Wide Project and Program Improvement	Ed Pgms/Curriculum	25
EE-003	Specialist, *Title I) Non-Public, Neglected and Delinquent	Ed Pgms/Curriculum	25
SS-092	Specialist, American with Disabilities Act (ADA) Accessibility Projects	Facilities & Maintenance	27
RR-065	Specialist, Demographer / Statistician	Facilities & Maintenance	24
EE-009	Specialist, Family-School Partnership Programs	Public Affairs	25
SS-088	Specialist, Florida Inventory of School Houses (FISH)	Facilities & Maintenance	20
ZZ-028	Specialist, Grants	Ed Pgms/Curriculum	25
EE-129	Specialist, Media & Instructional Material	Ed Pgms/Curriculum	20
RR-055	Specialist, Parents, Business, & Community Partnerships	Public Affairs	25
RR-052	Specialist, Public Affairs & Community Relations	Public Affairs	25
DD-113	Specialist, QA - Custodial	Facilities & Maintenance	25
EE-132	Specialist, Technical, Adult and Community Education	Ed Pgms/Curriculum	25

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIES

CODE	POSITION TITLE	TSP JOB FAMILY	Pay Grade
RR-030	Specialist, Testing	Ed Pgms/Curriculum	25
EE-005	Specialist, Title I, Elementary	Ed Pgms/Curriculum	25
EE-004	Specialist, Title I, Secondary	Ed Pgms/Curriculum	26
SS-085	Specification Writer	Facilities & Maintenance	25
CC-053	Staff Assistant	HR/Staff Dev	25
DD-038	Staff Developer, Transportation Training Operations	HR/Staff Dev	23
RR-057	Supervisor I, Customer Support Services	Computer - Cust Svc	25
DD-022	Supervisor I, Electrical	Facilities & Maintenance	25
DD-003	Supervisor I, Heating, Ventilating and Air Conditioning	Facilities & Maintenance	25
DD-023	Supervisor I, Mechanical Equipment	Facilities & Maintenance	25
DD-026	Supervisor I, Minor Capital Outlay	Facilities & Maintenance	25
DD-002	Supervisor I, Painting	Facilities & Maintenance	25
RR-063	Supervisor I, Printing Services	Production/Eng & Art.Graphics	26
DD-008	Supervisor I, Roofing	Facilities & Maintenance	23
RR-005	Supervisor II, Computer Operations	Computer - Operations	23
DD-114	Supervisor II, Custodial	Facilities & Maintenance	23
DD-115	Supervisor II, Grounds	Facilities & Maintenance	20
DD-037	Supervisor II, Transportation Staffing	Transportation	23
DD-087	Supervisor II, Vehicle Maintenance, Parts	Transportation	23
DD-007	Supervisor III, Mail Service	Facilities & Maintenance	20
DD-088	Supervisor III, Office Operations/Data Entry	Computer - Applications	20
CC-052	Supervisor III, Operations	Facilities & Maintenance	23
WW-015	Supervisor Internal Accounts Support	Finance	23
DD-034	Supervisor Physical Plan Operations (PPO) Stockroom	Facilities & Maintenance	26
CC-030	Supervisor Risk Management	Facilities & Maintenance	25
DD-079	Supervisor Training Operations	HR/Staff Dev	20
WW-007	Supervisor, Accounts Payable	Finance	24
DD-019	Supervisor, Capital Projects	Facilities & Maintenance	23
RR-006	Supervisor, Computer Operations	Computer - Operations	22
WW-009	Supervisor, Data Entry (Accounting)	Computer - Applications	22
ZZ-035	Supervisor, Kids in Need Resource Center (KINRC)	Public Affairs	20
DD-120	Supervisor, Logistics & Relocation Services	Facilities & Maintenance	25
DD-091	Supervisor, Planning & Scheduling	Facilities & Maintenance	25
RR-010	Supervisor, Records Retention	Computer - Cust Svc	23
DD-035	Supervisor, Special Needs Trans	Transportation	24
DD-036	Supervisor, Transportation Operations	Transportation	25
DD-117	Supervisor, Vehicle Maintenance	Transportation	25
DD-021	Supervisor, Work Order/Work Flow	Facilities & Maintenance	25
DD-010	Supervisor, Workflow/Labor Utilization	Facilities & Maintenance	27
R-018	Systems Analyst	Computer-NW/Sys Analyst	20
RR-025.1	Systems Analyst I	Computer-NW/Sys Analyst	22
RR-025.2	Systems Analyst II	Computer-NW/Sys Analyst	24
RR-025.3	Systems Analyst III	Computer-NW/Sys Analyst	26
RR-035	Systems Analyst IV	Computer-NW/Sys Analyst	26
RR-039	Systems Integrator	Computer-NW/Sys Analyst	24
R-019	Systems Programmer	Computer-Programmer	23
RR-044	Systems Programmer I	Computer-Programmer	24
RR-003	Systems Programmer II	Computer-Programmer	27
SS-082	Systems Support Specialist	Computer - Cust Svc	23
DD-108	Technical Services Supervisor, Food Service	Computer-NW/Sys Analyst	27
DD-104	Technology/Telecommunications Standard Specialist - Purchasing	Telecommunications	25
RR-033	Telecommunications Analyst IV	Telecommunications	25
EE-084	Textbook Analyst	Ed Pgms/Curriculum	25
RR-036	Training Analyst	HR/Staff Dev	23
CC-051	Training Specialist, Management Skills Development	HR/Staff Dev	25
E-138	Transition Services Specialist	Ed Pgms/Curriculum	23
DD-074	Transportation Route Analyst	Transportation	24
WW-011. 1.2.3	Treasury Analyst I, II, III	Finance	20, 22, 23
W-025	Treasury Manager	Finance	27
RR-020	TV Art/Graphics Specialist	Production/Eng & Art.Graphics	19

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIES

CODE	POSITION TITLE	TSP JOB FAMILY	Pay Grade
RR-019	TV Audio Production Specialist	Production/Eng & Art.Graphics	20
RR-017	TV Broadcast Engineer I	Production/Eng & Art.Graphics	20
RR-022	TV Broadcast Engineer II	Production/Eng & Art.Graphics	18
RR-014	TV Broadcast Maintenance Engineer	Production/Eng & Art.Graphics	22
RR-024	TV Graphics Assistant	Production/Eng & Art.Graphics	16
RR-015	TV Producer/Director	Production/Eng & Art.Graphics	22
RR-042	TV Production Apprentice	Production/Eng & Art.Graphics	16
RR-021	TV Production Assistant	Production/Eng & Art.Graphics	19
RR-018	TV Production Crew Chief	Production/Eng & Art.Graphics	20
RR-016	TV Studio Technical Advisor	Production/Eng & Art.Graphics	22
RR-023	TV Traffic Specialist	Production/Eng & Art.Graphics	17
CC-029	Wellness Coordinator	HR/Staff Dev	24
RR-040	Wide Area Network Coordinator	Computer - Applications	26
EE-131	World Refugee Recruiter/Employability Skills Job Developer (Grant Funded)	Ed Pgms/Curriculum	23
Total	312		

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
REQUEST FOR HARDSHIP TRANSFER (BTU-TSP)

Hardship Transfer is defined as an employee traveling 20 miles or more one way to work or having a serious medical condition (must be documented).

EMPLOYEE NAME: _____ REQUEST DATE: _____

EMPLOYEE ADDRESS: _____ PERSONNEL NO. _____

CURRENT SCHOOL/DEPARTMENT: _____

PRESENT CLASSIFICATION: _____

I REQUEST A TRANSFER TO THE FOLLOWING LOCATION(S) IN DESCENDING ORDER OF PREFERENCE:

	LOCATION NUMBER	**LOCATION NAME**
1.		
2.		
3.		
4.		
5.		

REASON FOR REQUEST:

An employee who meets the "hardship" definition will be guaranteed an interview for a Board-determined vacancy at any of the work locations that the employee has selected.

_____ _____

Employee's Signature Date

DISTRIBUTION:

Original to (Talent Acquisition & Operations (Non-Instructional)
Copy to Administrator **(Optional)**
Copy to be retained by Employee

Form #4075
NEW – Employee & Labor Relations

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
NON-INSTRUCTIONAL STAFFING

Telephone: 754-321-1815 **Facsimile: 754-321-2448**

PERSONNEL DATA FORM

Job Family: _____

Name _____ Personnel Number _____

Current Job Title _____ Current Pay Grade _____

College Degree: ___ Yes ___ No Degree(s) & Major(s): _____

Enclosed is a listing of all position titles in your job family that are equal to or lower than your current pay grade, and that are held by employees with less seniority than you, as well as all vacant positions in your job family.

Job descriptions are online at: http://www.broward.k12.fl.us/Compensation/JDPDF/jdsearch2.asp. Job descriptions include qualifications and performance responsibilities for each position.

Throughout this process, "seniority "shall be based upon employee's date of hire pursuant to Article 3 of the BTU-TSP Collective Bargaining Agreement. Pursuant to Article 14 of the BTU-TSP Collective Bargaining Agreement, "For any option, the laid-off employee must be qualified for the position and the position must be at an equivalent or lower pay grade."

Failure to select one of the following options will result in the District determining your placement.

Section I:

Place an "X" next to ONE of the following options:

_____ Fill a vacant position within his/her current job family.
Note: If there is an "N/A" next to the option above, there are no vacant positions within your job family.

or

_____ Return to the job classification within the same job family, which the laid-off employee most recently held, and displace the employee with the least seniority.

or

_____ Displace the employee with the least seniority in any position within the job family.

All affected employees must complete Section II on the second page of this form.

PLEASE SUBMIT THE FOLLOWING DOCUMENTS WITH THIS FORM:

- Current Resume
- Copy of College Diploma(s)
- Copy of any professional licenses

Section II:

Based upon your selected option in **Section I**, identify a job choice and an alternate job choice. If your choice is not available, you will be placed into the alternate position you selected, if available. You will be notified via email if your selected or alternate job is not available.

For any option, the laid-off employee must be qualified for the position and the position must be at an equivalent or lower pay grade.

Job Title
Job Choice
Alternate Choice

List any Licenses/Certifications that you have:

Licenses/Certifications	Expiration Date

List any Licenses/Certifications that you are ELIGIBLE for:

Please complete and return forms to Victoria K. Kaufman, Director, Non-Instructional Staffing, KCW 3rd Floor, by _____.

Section III

Check Here: _____ if you are claiming Veterans' Preference and submit the following documents:

- o VETERANS' PREFERENCE CLAIM FORM
- o COPY OF YOUR DD-214
- o PROOF OF FLORIDA RESIDENCY

Employee Signature: _____ **Date:** _____

Form #4072
NEW



Orientation and Training Guidelines

Transferred TSP Employees

The School Board of Broward County, Florida

TABLE OF CONTENTS

I. ORIENTATION AND TRAINING GUIDELINES*

- SAMPLE EMAILS
- SAMPLE LETTER

II. FIRST DAY CHECKLIST

III. FIRST WEEK CHECKLIST

IV. TRAINING/SUPPORT & PROGRESS MONITORING

V. TIMELINES

VI. PROFICIENCY ASSESSMENT FORM

*PURSUANT TO ARTICLE 14(A)(5)(f)

Orientation and Training Guidelines for Transferred TSP Employees

Prior to First Day

- Send Email to All Coworkers Announcing Transferred Employee

Sample Email

> On MM/DD/YY we are welcoming (Name) into our department as a (Job Title). Please do everything you can to make (First Name) feel welcome. Initially, (Name) will be assigned as a buddy to (Name) to assist (Name) with his/her transition into our department.
>
> Please make a point of welcoming (Name) during his/her first day on the job.

- Email Welcome Letter to the New Employee

Sample Letter

> Dear Name:
>
> I am pleased to welcome you to your new position, (Position Title). The team is looking forward to working with you.
>
> On your first day, I will meet with you to review your work area, departmental procedures, job description including specific responsibilities, expectations, and progress monitoring processes. It is my goal to help you become comfortable and productive in your new position as quickly as possible.
>
> Please accept my personal welcome to the (Department) of the School Board of Broward County.
>
> Sincerely,
> Supervisor

First Day Checklist

- Introduce employee to all team members including clerical staff. (In one setting if possible.) During introductions, review everyone's function within the department.
- Escort employee to his/her work area.
- Introduce and explain departmental policies and procedures.
- Provide an opportunity to complete any necessary paperwork.
- Go over employee's work schedule and hours of access to building.
- Conduct a brief tour of the facility.
- If employee will be supervising others, notify affected employees.
- Provide employee a list of important phone numbers to know.
- Answer employee questions.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

First Week Checklist

Staff Member's Name: _____ **Title:** _____

Department: _____ **Completed by:** _____

Supervisor's Instructions: Please complete this checklist with new staff member at the appropriate times. Both parties should initial items as they are completed and then sign and date the form acknowledging its completion.

Supervisor's Initials / Staff Member's Initials

1. ____ ____ Review the progress monitoring process.

2. ____ ____ Review applicable and appropriate staff compensation processes, including:
   - ☐ Comp time/Payroll Time Reporting Processes
   - ☐ Vacation scheduling

3. ____ ____ Review computer system, including:
   - ☐ Computer network access/passwords
   - ☐ Setting up and use
   - ☐ Office software programs
   - ☐ Email accounts

4. ____ ____ Review the structure and procedures of his/her department including:
   - ☐ Department organization chart – highlight the names and duties of key personnel and who to contact if the supervisor isn't available
   - ☐ Ordering/Obtaining supplies
   - ☐ Severe weather callout procedure
   - ☐ Work travel or trips (policy & procedure)

5. ____ ____ Review applicable job description and specific responsibilities associated with the position
   - ☐ Tasks to be completed
   - ☐ Deadlines to be met
   - ☐ Frequency of completion (daily, quarterly, annually, etc.)
   - ☐ Required meetings
   - ☐ Expectation for proficiency

6. ____ ____ Discuss appropriate staff development opportunities and requirements:
   - ☐ Training and Development requirements (complete within 30 days if possible)
   - ☐ Orient employee to evaluation instrument within three (3) weeks of reassignment date.

7. ____ ____ Supervisor: Schedule regular follow up meetings to discuss employee progress

Supervisor's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

Form #4051A
NEW – Employee Relations

Training/Support

Training may be required according to an employee's duties, job description, manager, department, and division.

Training Required According to Job Duties and Job Description

- Supervisor must identify specific training requirements, if any
- Provide opportunity for employee to complete requisite training, if any (Suggested within thirty (30) days)

Provide Support by assigning an "Advisor" to assist with the transition into the department and position

- Go-to person for questions
- If appropriate, schedule some time with the new employee to assist with their training in the position, (work with the employee one full week then weekly or biweekly follow up)

Progress Monitoring

(Contact Evaluation Coordinators)

As the employee's supervisor, you must monitor their progress in becoming proficient in the responsibilities of their new position. It is recommended to meet with the employee on a biweekly basis to review any questions or clarifications the employee may have, review their progress in the new position, and assess what they are doing well as well as any concerns you may have. If there are deficiencies noted, expectations and recommended corrective action needs to be discussed and memorialized in writing. Attached is a format to be used for this documentation. (See Proficiency Assessment Form)

TIMELINES

(Contingent upon employee's reassignment date)

- **Day One Checklist – See First Day Checklist**
- **First Week Checklist**
- **Within the 1st three weeks of starting the job, orient to Evaluation Instrument**
- **Progress Monitoring Meetings**
  - **30 Day Required**
  - **45 Day Optional, unless performance proficiencies are identified**
  - **60 Day Optional, unless performance proficiencies are identified**
  - **90 Day Required**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Proficiency Assessment Form

Shaded areas to be completed by employee/Non-shaded areas to be completed by supervisor

Section I

Assessment Period:	
Employee Name:	
Employee Title:	
Department:	
Supervisor:	

Section II – Objectives (Proficiency Areas/Job Description Responsibilities to be focused on for this assessment period)
(To be completed within the first 30 days)

1.
2.
3.
4.

Employee Comments on Achievement of Objectives, Deficiencies and/or Training needed
(To be completed at the end of 30 , 45, 60, 90 days (circle one) or sooner if needed)

Supervisor Comments on Achievement of Objectives, Deficiencies and/or Training needed
(To be completed at the end of 30, 45, 60, 90 days (circle one) or sooner if needed)

My signature acknowledges receipt of this document and the fact that the contents of the document have been shared with me.

Employee Signature Date Supervisor Signature Date

Section III

Additional Job Competencies	**Performance – Assessment and Results**
Acquires and applies knowledge, skills and experience to accomplish results. **Quality of Work Products** **Professionalism** **Collaboration/Teamwork**	**Employee Assessment of performance w/examples** **Supervisor Assessment of performance w/ examples** **Supervisor Overall Assessment of Proficiency in Objectives** **(Required at the end of each assessment)** **Meets _____ Needs Improvement_____ Fails to Meet_____** **(See attached comments)**

My signature acknowledges receipt of this document and the fact that the contents of the document have been shared with me.

Employee Signature Date Supervisor Signature Date

This form shall remain at the worksite and shall not be placed in the employee's permanent personnel file.

Form #4051B
NEW – Employee Relations

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Relief of Duty	9 E
Renewal, Contract	6 K
Reporting, Electronic	5 N
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Subject	Article/Section
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Sick Leave, Use of	15 O 3
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Status: ADDED / SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	HH. Human Resources
DEPARTMENT:	Human Resources

Agenda Item Number:	HH-4.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	10:30

TITLE:

BPAA Salary Schedule for the 2025-26 School Year
ADDED / SPECIAL ORDER - 10:30 A.M.

REQUESTED ACTION:

Adopt the 2025-26 BPAA Salary Schedules for the 2025-26 school year. District-wide

RATIONALE:

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

EXHIBITS:

Executive Summary
GF Salary Schedule
PFP Salary Schedule
2027 Health Insurance Plan

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	David Azzarito	Phone:	754-321-2140
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jun 1, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

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

EXECUTIVE SUMMARY

BPAA Salary Schedule for the 2025-26 School Year

Board Meeting Date: June 9, 2026

Requested Action: Adopt the 2025-26 BPAA Salary Schedules for the 2025-26 school year.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Florida Statute 1001.42 – Powers and Duties of District School Board.
If the School Board votes "Yes"	• Upon board approval, the salary schedules will be implemented. In addition, employee-only contributions to the health insurance plan will begin in December 2026.
If the School Board votes "No"	• The salary schedules will not be implemented. In addition, this action may impact the District's ability to commence employee-only contributions to the health insurance plan beginning in December 2026.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The successful implementation of the provisions of the agreement.

Background/History
Each year, the District's bargaining team meets and confers with our non-union employee groups on the topics of salary and wages, health insurance, and other topics. Once concluded, staff present the salary schedules to the Board annually for approval.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. There is no additional financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	**N/A**	**N/A**	**N/A**	**N/A**

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	**N/A**	**N/A**	**N/A**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Salary Schedules
2027 Health Insurance Plan

BROWARD PRINCIPALS AND ASSISTANTS ASSOCIATION (BPAA)
SCHOOL-BASED ADMINISTRATORS (SBA)
~~2024-2025~~ 2025-2026 SALARY SCHEDULE

CATEGORY A*			CATEGORY B*			CATEGORY C**			CATEGORY D**			CATEGORY E**		
STEP			STEP			STEP			STEP			STEP		
	103,454	A		109,005	A		134,880	A		140,619	A		145,020	A
15	478.95163	D	**15**	504.65362	D	**15**	552.78873	D	**15**	576.30937	D	**15**	594.34295	D
	63.86022	H		67.28715	H		73.70516	H		76.84125	H		79.24573	H
	102,254	A		107,823	A		133,522	A		139,276	A		143,715	A
14	473.39631	D	**14**	499.18194	D	**14**	547.22313	D	**14**	570.80387	D	**14**	588.99483	D
	63.11951	H		66.55759	H		72.96308	H		76.10718	H		78.53264	H
	101,047	A		106,624	A		132,177	A		137,946	A		142,405	A
13	467.80961	D	**13**	493.63180	D	**13**	541.70849	D	**13**	565.35406	D	**13**	583.62820	D
	62.37461	H		65.81757	H		72.22780	H		75.38054	H		77.81709	H
	99,845	A		105,430	A		130,830	A		136,613	A		141,091	A
12	462.24385	D	**12**	488.10261	D	**12**	536.18920	D	**12**	559.89015	D	**12**	578.24306	D
	61.63251	H		65.08035	H		71.49189	H		74.65202	H		77.09908	H
	98,631	A		104,231	A		129,483	A		135,278	A		139,782	A
11	456.62576	D	**11**	482.55247	D	**11**	530.66999	D	**11**	554.41718	D	**11**	572.87643	D
	60.88343	H		64.34033	H		70.75600	H		73.92229	H		76.38352	H
	97,429	A		103,037	A		128,136	A		133,949	A		138,470	A
10	451.05993	D	**10**	477.02328	D	**10**	525.14597	D	**10**	548.97193	D	**10**	567.50066	D
	60.14132	H		63.60310	H		70.01946	H		73.19626	H		75.66676	H
	96,220	A		101,842	A		126,789	A		132,617	A		137,160	A
9	445.46279	D	**9**	471.48875	D	**9**	519.62676	D	**9**	543.51283	D	**9**	562.12939	D
	59.39504	H		62.86517	H		69.28357	H		72.46838	H		74.95059	H
	95,011	A		100,643	A		125,442	A		131,285	A		135,848	A
8	439.86557	D	**8**	465.93869	D	**8**	514.10747	D	**8**	538.05364	D	**8**	556.75354	D
	58.64874	H		62.12516	H		68.54766	H		71.74049	H		74.23381	H
	93,807	A		99,447	A		124,091	A		129,952	A		134,534	A
7	434.28937	D	**7**	460.40424	D	**7**	508.56967	D	**7**	532.58989	D	**7**	551.36840	D
	57.90525	H		61.38723	H		67.80929	H		71.01198	H		73.51579	H
	92,596	A		98,246	A		122,748	A		128,622	A		133,227	A
6	428.68705	D	**6**	454.84366	D	**6**	503.06425	D	**6**	527.14000	D	**6**	546.01099	D
	57.15827	H		60.64582	H		67.07523	H		70.28533	H		72.80147	H
	91,393	A		97,055	A		121,401	A		127,288	A		131,915	A
5	423.11589	D	**5**	449.33009	D	**5**	497.54504	D	**5**	521.67159	D	**5**	540.63515	D
	56.41545	H		59.91068	H		66.33934	H		69.55621	H		72.08469	H
	90,182	A		95,856	A		120,055	A		125,956	A		130,606	A
4	417.50831	D	**4**	443.77995	D	**4**	492.03024	D	**4**	516.21249	D	**4**	535.26852	D
	55.66777	H		59.17066	H		65.60403	H		68.82833	H		71.36914	H
	88,976	A		94,658	A		118,709	A		124,631	A		129,299	A
3	411.92686	D	**3**	438.22981	D	**3**	486.51111	D	**3**	510.78103	D	**3**	529.91583	D
	54.92358	H		58.43064	H		64.86815	H		68.10414	H		70.65544	H
	87,769	A		93,462	A		117,360	A		123,295	A		127,982	A
2	406.34015	D	**2**	432.69544	D	**2**	480.98253	D	**2**	505.30806	D	**2**	524.51690	D
	54.17869	H		57.69272	H		64.13100	H		67.37441	H		69.93559	H
	86,565	A		92,265	A		116,018	A		121,963	A		126,672	A
1	400.76381	D	**1**	427.15459	D	**1**	475.48167	D	**1**	499.84895	D	**1**	519.14563	D
	53.43517	H		56.95395	H		63.39756	H		66.64653	H		69.21942	H
	85,356	A		91,069	A		114,664	A		120,627	A		125,359	A
0	395.16667	D	**0**	421.61611	D	**0**	469.93466	D	**0**	494.37125	D	**0**	513.76513	D
	52.68889	H		56.21548	H		62.65795	H		65.91617	H		68.50202	H

*These categories are based on a 216 day calendar and a 7.5 hour day. **These categories are based on a 244 day calendar and a 7.5 hour day.

~~For **2024-2025** school year, BPAA employees assigned to the Grandfathered salary schedule and who are in an active status as of the date of Board approval, shall receive a step increase retroactive to July 1, 2024. The remaining amount will be spread equally across the salary schedule equivalent to 1.57%. Employees on the top step of the salary schedule shall receive a one-time (non-recurring) bonus payment equivalent to a step of 1.13% of the base salary.~~

For the **2025-2026** school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in the Salary Schedule shall remain in effect in accordance with the terms provided therein.

CATEGORY A - Assistant Principals (Elementary Schools, Middle Schools, and Alternative Centers)

CATEGORY B - Assistant Principals (High Schools, Lanier James, Cypress Run, Community Schools, Adult Centers, Vocational Centers, Seagull School, Bright Horizons, Cross Creek, The Quest Center and Whispering Pines, Exceptional Student Education Centers, and Off-Campus Adult & Vocational Centers).

CATEGORY C - Principals (Elementary Schools)

CATEGORY D - Principals (K-8, Middle Schools, and Alternative Centers)

CATEGORY E - Principals (6-12, High Schools, Lanier James, Cypress Run, Whiddon-Rogers Education Center, Hallandale Adult & Community School, Pompano Multi-Purpose Center, Bright Horizons, Cross Creek, The Quest Center and Whispering Pines, Exceptional Student Education Centers, Community Schools-North & South and Technical Centers)

Referendum Funds: For the 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the Broward Principals and Assistant Association whose effective start date is on or before July 1st of the school year, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the 2024-2025, 2025-2026 and 2026-2027 school years. These supplements are FRS eligible.

Newly hired employees after the commencement of the 2024-2025, 2025-2026 and 2026-2027 school years shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

Effective July 1, 2022, Advanced Degree Incentives and Amounts of Incentives: Specialist - $2,800 and Doctorate - $4,000.

BROWARD PRINCIPALS AND ASSISTANTS ASSOCIATION (BPAA)
~~2024-2025~~ 2025-2026 PAY FOR PERFORMANCE SALARY SCHEDULE

Category		Minimum	Midpoint	Maximum
A*	**A**	$81,600	$91,000	$108,000
	D	$377.77785	$421.29630	$495.37043
	H	$50.37038	$56.17284	$66.04939
B*	**A**	$86,700	$96,071	$113,000
	D	$401.38889	$444.77318	$523.14818
	H	$53.51852	$59.30309	$69.75309
C**	**A**	$109,000	$119,703	$146,000
	D	$446.72138	$490.58610	$598.36066
	H	$59.56285	$65.41148	$79.78142
D**	**A**	$115,000	$125,832	$148,000
	D	$471.31155	$515.70495	$602.45903
	H	$62.84154	$68.76066	$80.87432
E**	**A**	$119,000	$130,000	$151,000
	D	$487.70498	$532.78538	$618.85246
	H	$65.02733	$71.03825	$82.51366

***These categories are based on a 216 day calendar and a 7.5 hour day.**

****These categories are based on a 244 day calendar and a 7.5 hour day.**

~~For the **2024-2025** school year, BPAA employees assigneed to the Pay for Performance salary schedule and who are in an active status as of the date of Board approval, rated as~~
~~"Highly Effective" during the 2023-2024 School Year, shall receive a base salary increase of 3.20% effective July 1, 2024. Pay for Performance School Based Administrators rated as~~

~~"Effective" will receive a base salary increase of 2.42% effective July 1, 2024. School Based Administrators receiving an overall evaluation rating of Needs Improvement or Unsatisfactory, or School Based Administrators who do not receive an evaluation, are not entitled to a Pay for Performance salary increase.~~

For the **2025-2026** school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in the Salary Schedule shall remain in effect in accordance with the terms provided therein.

Pay for Performance Employees:

Effective July 1, 2024 the schedule minimum, midpoint and maximum will increase.

CATEGORY A - Assistant Principals (Elementary Schools, Middle Schools and Alternative Centers

CATEGORY B - Assistant Principals (High Schools, Lanier James, Cypress Run, Community Schools, Adult Centers, Technical Colleges.
Seagull School, Bright Horizons, Cross Creek, The Quest Center and Whispering Pines, Exceptional Student Education Centers and Off-Campus Adult & Technical Colleges)

CATEGORY C - Principals (Elementary Schools)

CATEGORY D - Principals (K-8, Middle Schools, and Alternative Centers)

CATEGORY E - Principals (6-12, High Schools, Lanier James, Cyrpess Run, Whiddon-Rogers Education Center, Community Schools-North & South, Bright Horizons, Cross Creek, The Quest Center and Whispering Pines, Exceptional Student Education Centers and Technical Colleges)

Referendum Funds: For the 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the Broward Principals and Assistant Association whose effective start date is on or before July 1st of the school year, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the 2024-2025, 2025-2026 and 2026-2027 school years. These supplements are FRS eligible.

Newly hired employees after the commencement of the 2024-2025, 2025-2026 and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

Effective July 1, 2022, Advanced Degree Incentives and Amounts of Incentives: Specialist -2,800 and Doctorate -- $4,000.

2027 Health Insurance Changes
Changes in Blue

Premier Plus							
	<25K	**25K - 50K**	**50K - 75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	**$390**	**$490**	**$990**	**$1,600**	**$2,250**	**$2,820**	**$3,375**
24 deductions 12-month calendar	**$16.25**	**$20.42**	**$41.25**	**$66.67**	**$93.75**	**$117.50**	**$140.63**
20 deductions 10-month calendar	**$19.50**	**$24.50**	**$49.50**	**$80.00**	**$112.50**	**$141.00**	**$168.75**
Premier							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	**$240**	**$300**	**$720**	**$960**	**$1,560**	**$2,280**	**$2,400**
24 deductions 12-month calendar	**$10.00**	**$12.50**	**$30.00**	**$40.00**	**$65.00**	**$95.00**	**$100.00**
20 deductions 10-month calendar	**$12.00**	**$15.00**	**$36.00**	**$48.00**	**$78.00**	**$114.00**	**$120.00**
Premier Choice							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	$0	$0	$0	$0	$0	$0	$0

* Illustrative Purposes Only
* Individual employees' bi-weekly deductions will vary based on payroll calendar.
* If approved, deductions would begin in December 2026

	Premier Plus HMO		**Premier HMO**		**Premier Choice HSA**	
	Current	Changes	Current	Changes	Current	Changes
Deductible Before Copay	No	**Yes**	No	**Yes**	Yes	Yes
Deductible	$250	**$350**	$500	**$700**	$2,500	$2,500
Out of Pocket Max	$2,000	**$2,500**	$2,500	**$3,000**	$6,600	$6,600
PCP Copay	$25	$25	$25	**$35**	**30%	**30%
Specialist Copay	$45	$45	$45	**$60**	**30%	**30%
Pharmacy Copay - 30 day ($)	6/10/50/75	**15/25/75/120**	10/50/75	**20/75/120**	**10/45/75	**10/45/75
Pharmacy Copay - 90 day ($)	6/10/100/150	**15/25/150/240**	10/100/150	**20/150/180**	**20/90/150	**20/90/150

** After Deductible

<u>In Addition:</u>

1. The Distict will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider at no additional cost to the employee.

2.New employees to the District must elect to enroll in the District-paid Premier Choice HSA plan for the first three years of employment, if they do not voluntarily opt out of health insurance. After three years, the employee may elect to remain in the Premier Choice HSA or elect a different medical plan during the Open Enrollment period effective Jan. 1st of the following year.

3. Employees choosing not to participate in the SBBC's health insurance program shall receive **$1,000** if they provide proof of medical insurance through another provider.

Status: ADDED / SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	HH. Human Resources
DEPARTMENT:	Human Resources

Agenda Item Number:	HH-5.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	10:30

TITLE:

COPA Salary Schedule for the 2025-26 School Year
ADDED / SPECIAL ORDER - 10:30 A.M.

REQUESTED ACTION:

Adopt the 2025-26 COPA Salary Schedule for the 2025-26 school year. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Salary Schedule
- 2027 Health Insurance Plan

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jun 1, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

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

EXECUTIVE SUMMARY

COPA Salary Schedule for the 2025-26 School Year

Board Meeting Date: June 9, 2026

Requested Action: Adopt the 2025-26 COPA Salary Schedule for the 2025-26 school year.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Florida Statute 1001.42 – Powers and Duties of District School Board.
If the School Board votes "Yes"	• Upon board approval, the salary schedules will be implemented. In addition, employee-only contributions to the health insurance plan will begin in December 2026.
If the School Board votes "No"	• The salary schedules will not be implemented. In addition, this action may impact the District's ability to commence employee-only contributions to the health insurance plan beginning in December 2026.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The successful implementation of the provisions of the agreement.

Background/History
Each year, the District's bargaining team meets and confers with our non-union employee groups on the topics of salary and wages, health insurance, and other topics. Once concluded, staff present the salary schedules to the Board annually for approval.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. There is no additional financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	**N/A**	**N/A**	**N/A**	**N/A**

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	**N/A**	**N/A**	**N/A**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Salary Schedule
2027 Health Insurance Plan

CONFIDENTIAL OFFICE PERSONNEL ASSOCIATION (COPA)

~~2024-2025~~ 2025-2026 CLERICAL SALARY SCHEDULE

Grade/Level		Minimum	Midpoint	Maximum
12	Annual	$ 63,200	$ 79,763	$ 92,802
	Daily	$ 251.79188	$ 317.77985	$ 369.73040
	Hourly	$ 33.57225	$ 42.37065	$ 49.29739
11	Annual	$ 55,620	$ 70,197	$ 81,672
	Daily	$ 221.59358	$ 279.66779	$ 325.38812
	Hourly	$ 29.54581	$ 37.28904	$ 43.38508
10	Annual	$ 50,302	$ 64,277	$ 75,448
	Daily	$ 200.40443	$ 256.08244	$ 300.58794
	Hourly	$ 26.72059	$ 34.14432	$ 40.07839
9	Annual	$ 49,041	$ 61,895	$ 72,014
	Daily	$ 195.38318	$ 246.59204	$ 286.90828
	Hourly	$ 26.05109	$ 32.87894	$ 38.25444
8	Annual	$ 46,090	$ 58,169	$ 67,678
	Daily	$ 183.62730	$ 231.74838	$ 269.63224
	Hourly	$ 24.48364	$ 30.89978	$ 35.95097
7	Annual	$ 43,679	$ 55,816	$ 65,518
	Daily	$ 174.01868	$ 222.37363	$ 261.02713
	Hourly	$ 23.20249	$ 29.64982	$ 34.80362
6	Annual	$ 43,322	$ 54,684	$ 63,631
	Daily	$ 172.59945	$ 217.86509	$ 253.50839
	Hourly	$ 23.01326	$ 29.04868	$ 33.80112
5	Annual	$ 40,702	$ 52,010	$ 61,050
	Daily	$ 162.15863	$ 207.21308	$ 243.22719
	Hourly	$ 21.62115	$ 27.62841	$ 32.43029
4	Annual	$ 37,930	$ 48,469	$ 56,893
	Daily	$ 151.11615	$ 193.10368	$ 226.66641
	Hourly	$ 20.14882	$ 25.74716	$ 30.22219
3	Annual	$ 35,352	$ 45,174	$ 53,025
	Daily	$ 140.84565	$ 179.97713	$ 211.25642
	Hourly	$ 18.77942	$ 23.99695	$ 28.16752
2	Annual	$ 32,942	$ 42,094	$ 49,410
	Daily	$ 131.24198	$ 167.70550	$ 196.85231
	Hourly	$ 17.49893	$ 22.36073	$ 26.24698
1	Annual	$ 30,695	$ 39,222	$ 46,039
	Daily	$ 122.28908	$ 156.26377	$ 183.42078
	Hourly	$ 16.30521	$ 20.83517	$ 24.45610

The annual salaries listed are based on a seven and one-half (7.5) hour workday and a 251 day calendar. To calculate the annual salary for another calendar, multiply the daily rate by the number of days in the assigned calendar.

~~For the **2024-2025** school year, COPA employees who are in an active status as of the date of Board approval , with 0-0.99 years of unit tenure shall receive a $650 one time payment, COPA employees with 1-19.99 unit tenure their base rate shall increase by 3.00%, COPA employees with 20 or more years of unit tenure their base rate shall shall increase by 3.10% effective July 1, 2024.The salary schedule midpoint, and maximum values shall increase by 3.00% effective July 1, 2024.~~

For the **2025-2026** school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in the Salary Schedule shall remain in effect in accordance with the terms provided therein.

Referendum Funds: For the 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the Confidential Office Personnel Association whose effective start date is on or before July 1st of the school year, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the 2024-2025, 2025-2026 and 2026-2027 school years. The supplement is FRS eligible.

Newly hired employees after the commencement of the 2024-2025, 2025-2026 and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

2027 Health Insurance Changes
Changes in Blue

Premier Plus							
	<25K	**25K - 50K**	**50K - 75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	**$390**	**$490**	**$990**	**$1,600**	**$2,250**	**$2,820**	**$3,375**
24 deductions 12-month calendar	**$16.25**	**$20.42**	**$41.25**	**$66.67**	**$93.75**	**$117.50**	**$140.63**
20 deductions 10-month calendar	**$19.50**	**$24.50**	**$49.50**	**$80.00**	**$112.50**	**$141.00**	**$168.75**
Premier							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	**$240**	**$300**	**$720**	**$960**	**$1,560**	**$2,280**	**$2,400**
24 deductions 12-month calendar	**$10.00**	**$12.50**	**$30.00**	**$40.00**	**$65.00**	**$95.00**	**$100.00**
20 deductions 10-month calendar	**$12.00**	**$15.00**	**$36.00**	**$48.00**	**$78.00**	**$114.00**	**$120.00**
Premier Choice							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	$0	$0	$0	$0	$0	$0	$0

* Illustrative Purposes Only
* Individual employees' bi-weekly deductions will vary based on payroll calendar.
* If approved, deductions would begin in December 2026

	Premier Plus HMO		**Premier HMO**		**Premier Choice HSA**	
	Current	Changes	Current	Changes	Current	Changes
Deductible Before Copay	No	**Yes**	No	**Yes**	Yes	Yes
Deductible	$250	**$350**	$500	**$700**	$2,500	$2,500
Out of Pocket Max	$2,000	**$2,500**	$2,500	**$3,000**	$6,600	$6,600
PCP Copay	$25	$25	$25	**$35**	**30%	**30%
Specialist Copay	$45	$45	$45	**$60**	**30%	**30%
Pharmacy Copay - 30 day ($)	6/10/50/75	**15/25/75/120**	10/50/75	**20/75/120**	**10/45/75	**10/45/75
Pharmacy Copay - 90 day ($)	6/10/100/150	**15/25/150/240**	10/100/150	**20/150/180**	**20/90/150	**20/90/150

** After Deductible

<u>In Addition:</u>

1. The Distict will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider at no additional cost to the employee.

2.New employees to the District must elect to enroll in the District-paid Premier Choice HSA plan for the first three years of employment, if they do not voluntarily opt out of health insurance. After three years, the employee may elect to remain in the Premier Choice HSA or elect a different medical plan during the Open Enrollment period effective Jan. 1st of the following year.

3. Employees choosing not to participate in the SBBC's health insurance program shall receive **$1,000** if they provide proof of medical insurance through another provider.

Status: ADDED / SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	HH. Human Resources
DEPARTMENT:	Human Resources

Agenda Item Number:	HH-6.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	10:30

TITLE:

ESMAB Salary Schedule for the 2025-26 School Year
ADDED / SPECIAL ORDER - 10:30 A.M.

REQUESTED ACTION:

Adopt the 2025-26 ESMAB Salary Schedule for the 2025-26 school year. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Salary Schedule
- 2027 Health Insurance Plan

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jun 1, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

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

EXECUTIVE SUMMARY

ESMAB Salary Schedule for the 2025-26 School Year

Board Meeting Date: June 9, 2026

Requested Action: Adopt the 2025-26 ESMAB Salary Schedule for the 2025-26 school year.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Florida Statute 1001.42 – Powers and Duties of District School Board.
If the School Board votes "Yes"	• Upon board approval, the salary schedules will be implemented. In addition, employee-only contributions to the health insurance plan will begin in December 2026.
If the School Board votes "No"	• The salary schedules will not be implemented. In addition, this action may impact the District's ability to commence employee-only contributions to the health insurance plan beginning in December 2026.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The successful implementation of the provisions of the agreement.

Background/History
Each year, the District's bargaining team meets and confers with our non-union employee groups on the topics of salary and wages, health insurance, and other topics. Once concluded, staff present the salary schedules to the Board annually for approval.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
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Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
1. There is no additional financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	**N/A**	**N/A**	**N/A**	**N/A**

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	**N/A**	**N/A**	**N/A**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Salary Schedule
2027 Health Insurance Plan

Educational Support Management Association of Broward, INC.
(ESMAB)

Salary Band Schedule

~~2024-2025~~ 2025-2026

SALARY BAND		MINIMUM	MIDPOINT	MAXIMUM
T	**A**	$164,800	$200,850	$252,803
	D	$675.41	$823.16	$1,036.08
	H	$90.05464	$109.75410	$138.14383
S	**A**	$123,485	$173,725	$224,395
	D	$506.09	$711.99	$919.65
	H	$67.47837	$94.93171	$122.61998
E	**A**	$107,981	$151,273	$194,889
	D	$442.55	$619.97	$798.72
	H	$59.00609	$82.66259	$106.49651
D	**A**	$87,190	$128,420	$170,414
	D	$357.34	$526.31	$698.42
	H	$47.64494	$70.17503	$93.12267
C	**A**	$76,639	$107,162	$137,899
	D	$314.09	$439.19	$565.16
	H	$41.87912	$58.55832	$75.35458
B	**A**	$66,556	$93,640	$120,956
	D	$272.77	$383.77	$495.72
	H	$36.36935	$51.16934	$66.09620
A2	**A**	$57,794	$81,312	$105,032
	D	$236.86	$333.25	$430.46
	H	$31.58131	$44.43289	$57.39463
A1	**A**	$46,773	$68,793	$91,216
	D	$191.69	$281.94	$373.84
	H	$25.55878	$37.59205	$49.84508

~~For the 2024-2025 school year, ESMAB employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024. The salary schedule minimum, midpoint, and maximum values shall increase by 3.00% effective July 1, 2024.~~

For the **2025-2026** school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in the Salary Schedule shall remain in effect in accordance with the terms provided therein.

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees on Pay Band Level D and below in the Educational Support and Management Association of Broward, Inc. whose effective start date is on or before July 1st of the school year, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the 2024-2025, 2025-2026 and 2026-2027 school years. The supplement is FRS eligible.

Newly hired employees after the commencement of the 2024-2025, 2025-2026 and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

2027 Health Insurance Changes
Changes in Blue

Premier Plus							
	<25K	**25K - 50K**	**50K - 75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	**$390**	**$490**	**$990**	**$1,600**	**$2,250**	**$2,820**	**$3,375**
24 deductions 12-month calendar	**$16.25**	**$20.42**	**$41.25**	**$66.67**	**$93.75**	**$117.50**	**$140.63**
20 deductions 10-month calendar	**$19.50**	**$24.50**	**$49.50**	**$80.00**	**$112.50**	**$141.00**	**$168.75**
Premier							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	**$240**	**$300**	**$720**	**$960**	**$1,560**	**$2,280**	**$2,400**
24 deductions 12-month calendar	**$10.00**	**$12.50**	**$30.00**	**$40.00**	**$65.00**	**$95.00**	**$100.00**
20 deductions 10-month calendar	**$12.00**	**$15.00**	**$36.00**	**$48.00**	**$78.00**	**$114.00**	**$120.00**
Premier Choice							
	<25K	**25K - 50K**	**50K-75K**	**75K-100K**	**100K-125K**	**125K-150K**	**150K+**
*Annual	$0	$0	$0	$0	$0	$0	$0

* Illustrative Purposes Only
* Individual employees' bi-weekly deductions will vary based on payroll calendar.
* If approved, deductions would begin in December 2026

	Premier Plus HMO		**Premier HMO**		**Premier Choice HSA**	
	Current	Changes	Current	Changes	Current	Changes
Deductible Before Copay	No	**Yes**	No	**Yes**	Yes	Yes
Deductible	$250	**$350**	$500	**$700**	$2,500	$2,500
Out of Pocket Max	$2,000	**$2,500**	$2,500	**$3,000**	$6,600	$6,600
PCP Copay	$25	$25	$25	**$35**	**30%	**30%
Specialist Copay	$45	$45	$45	**$60**	**30%	**30%
Pharmacy Copay - 30 day ($)	6/10/50/75	**15/25/75/120**	10/50/75	**20/75/120**	**10/45/75	**10/45/75
Pharmacy Copay - 90 day ($)	6/10/100/150	**15/25/150/240**	10/100/150	**20/150/180**	**20/90/150	**20/90/150

** After Deductible

<u>In Addition:</u>

1. The Distict will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider at no additional cost to the employee.

2.New employees to the District must elect to enroll in the District-paid Premier Choice HSA plan for the first three years of employment, if they do not voluntarily opt out of health insurance. After three years, the employee may elect to remain in the Premier Choice HSA or elect a different medical plan during the Open Enrollment period effective Jan. 1st of the following year.

3. Employees choosing not to participate in the SBBC's health insurance program shall receive **$1,000** if they provide proof of medical insurance through another provider.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Innovative Learning

Agenda Item Number:	AA-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

K-12 English Language Arts (ELA) Gap Purchase

REQUESTED ACTION:

Approve the Gap purchase of the recommended instructional materials for K-12 English Language Arts. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Presentation

FINANCIAL IMPACT:

$10,671,612. The funding source will be the General fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone:754-321-2100

EXECUTIVE SUMMARY

K-12 English Language Arts (ELA) Gap Purchase

Board Meeting Date: June 9, 2026

Requested Action: Approve the purchase of the K-12 English Language Arts (ELA) Gap purchase (one-year gap purchase). This action will ensure that Broward County Public Schools (BCPS) maintains compliance with state statutes regarding instructional materials adoption.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Pursuant to School Board policy 4100- Instructional and Digital Classroom Materials: BCPS is responsible for ensuring equitable access to Board-approved instructional and digital materials necessary to support student learning and implementation of the District's academic programs.
Statutory Requirement	• Supports Fla. Stat. 1006.28 - Duties of School Board, Superintendent, and Principals, 1006.283 - Review and selection process for Instructional Materials, and 1006.40 - The use of Instructional Materials Funds.
If the School Board votes "Yes"	• If the School Board votes "Yes", approval authorizes the purchase of the English Language Arts (ELA) Gap Purchase, providing continued support of the previously adopted state approved content in schools for the 2026-2027 school year.
If the School Board votes "No"	• If the School Board votes "No", the item is not approved, the ELA Gap Purchase will not be made at this time. **This delay would postpone procurement and delivery timelines, resulting in instructional materials being received after the start of the 2026-2027 school year** and limiting timely student access to already approved ELA content.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Guardrail 3: School Support • Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Currently, one hundred percent (100%) of students have access to the currently adopted instructional materials for the English Language Arts content areas, which were adopted five years ago. • By the beginning of the 2026-2027 school year, one hundred percent (100%) of students will receive the appropriate instructional materials to maintain access to currently adopted ELA instructional materials. This will

	ensure that students are best equipped with instructional materials for the school year.

Background/History
The District's most recent English Language Arts (ELA) adoption was approved in May 2021 for the 2021–2026 school years, with a total value of $30,749,364. In the 2024 school year, the state revised the ELA adoption schedule, moving ELA back one year and World Languages forward one year. As a result, the District had one year remaining in the current ELA cycle. Due to current fiscal constraints, the District cannot implement a full ELA adoption at the same time as the World Languages adoption; therefore, this item proposes a one-year gap purchase to maintain continuity of ELA instructional materials.

This agenda item supports The District's 2022–2027 Strategic Plan by ensuring students and teachers have access to state-adopted instructional materials and digital resources necessary for standards-aligned instruction and continuous improvement. The Gap purchase supports Goal 1: Early Literacy Proficiency by strengthening students' language proficiency and communication skills aligned to state standards expectations. This action aligns with the District's Guardrail 3: School Support, by ensuring classrooms have essential instructional resources; and Guardrail 4: Accountability, by ensuring implementation is aligned to state adoption requirements and district monitoring expectations.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Agreement Term from July 10, 2026, through June 30, 2027;
Multi-Year Agreement:	No. This is a one-year agreement totaling **$10,671,612.**
Procurement Method:	N/A

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

Budget Impact Summary Statement:
Approval of this item will result in an estimated one-time expenditure of $10,671,612 from General funds. This item includes a one-year spending authority for the purchase of ELA Gap materials.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
July 1, 2026 – June 30, 2027	**12 months**	$10,671,612

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	**12 months**	General Fund	**$10,671,612**

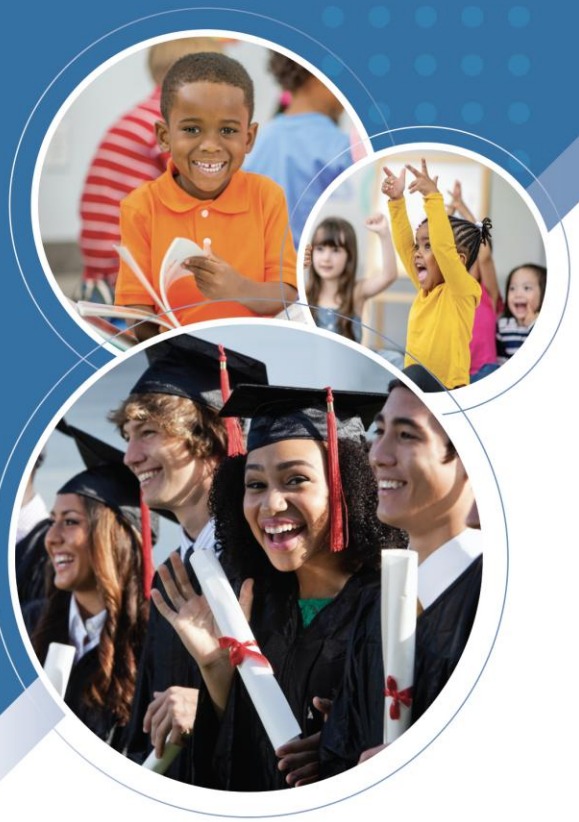
School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	All schools will receive the currently adopted state-approved ELA curriculum, aligned with state standards.
School Selection /Prioritization	All schools will be included in this Gap purchase, based on enrollment.
Community/ Stakeholder Engagement	Stakeholder engagement included parental participation in the Instructional Materials Review process, as well as community engagement based on the Public Hearing during the initial May 2021 adoption of these instructional materials.
End-User Input	As part of the review process, district content area experts and teachers participated and provided feedback on the curriculum being considered.
Technology/Capital Expected Lifecycle/Replacement Cycle	The expected lifecycle of a Gap purchase is one year.

Additional Backup:

Exhibit 2: Presentation



Division of Academics

English Language Arts (ELA) Gap Purchase with Appendices

June 9, 2026
Regular School Board Meeting

Dr. Fabian H. Cone, Chief Academic Officer
Dr. Sherri N. Wilson, Director, Innovative Learning
Melissa W. Holtz, Director, Elementary Learning
Guy Barmoha, Director, Secondary Learning
Nathan Clock, Instructional & Digital Materials Analyst, Innovative Learning



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BROWARD
County Public Schools

INTRODUCTION

Presentation Rationale:	**Instructional Materials English Language Arts (ELA) Gap Purchase** This item is presented pursuant to Sections 1006.28 and 1006.283, Florida Statutes, which establish the District School Board's constitutional duty to adopt and provide adequate instructional materials through a transparent and publicly accessible process. this item includes a one-year gap purchase for K–12 English Language Arts (ELA) materials to maintain continuity of instruction.
Purpose:	The purpose of this item is to request School Board approval of the **Instructional Materials English Language Arts (ELA) Gap Purchase**. This action supports the District's responsibility to provide adequate instructional materials in both print and digital formats and to address identified instructional gaps resulting from enrollment changes, program expansion, and evolving course offerings.
Connection to the Strategic Plan:	The World Languages Adoption addresses the following goals from the Strategic Plan: Goal 1: Early Literacy Proficiency, Guardrail 3: School Support, and aligns with state statutes 1006.28, 1006.28(3), and 1006.40.
Request to the School Board:	Approve the **English Language Arts (ELA) Gap Purchase** to ensure students have equitable access to high-quality, standards-aligned instructional materials in support of districtwide teaching and learning for the 2026–2027 school year.

Florida State Statute 1006.28

Florida Statute 1006.28 Updated definition

- **Adequate Instructional Materials Defined:** "Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hardbacked or softbacked textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serve as the basis for instruction for each student in the core subject areas of mathematics, language arts, social studies, science, reading, and literature.

Instructional Materials English Language Arts (ELA) Gap Purchase

- The Department of Innovative Learning will place a district order for all schools based on the current enrollment data pulled from the Student Information System (SIS) and projections from the Department of Demographics and Enrollment Planning to avoid inflated orders district-wide.

- Previously adopted materials will be ordered early to ensure access and accuracy of instructional materials district-wide for the first day of school.

- Based on Board Approval of the ELA Gap Purchase, the ELA Gap orders can be placed in the state queue for processing.

Instructional Materials English Language Arts (ELA) Gap Purchase

Course Name	Grade Levels	Vendor	Cost of Adoption
ELA Gap Purchase	K-12	Includes Freight	$10,671,612

*** Funding Source: State Instructional Materials Funds**

All Pricing includes Print and Digital Content

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

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

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

browardschools.com

Appendices

2026-2027 ELA Gap Purchase Instructional Materials and Corresponding Appendices

Course Name	Grade Levels	Vendor	Instructional Materials	Corresponding Appendices
Language Arts	K-5	Benchmark Education	Benchmark Advance	Appendix A
M/J Language Arts 1-3 Reg. & Adv. English 1-4 Regular & Honors	6-12	Houghton Mifflin Harcourt (HMH)	Into Literature	Appendix B
Intensive Reading	6-12	Houghton Mifflin Harcourt (HMH)	Read 180 & System 44	Appendix C
Developmental Language Arts Through ESOL (Reading)	6-12	Savvas Learning Company LLC	iLitELL	Appendix D
English 4: Florida College Prep	12	Perfection Learning	Connections & Vocabu-lit	Appendix E
Dual Language	K-5	Benchmark Education	Adalante	Appendix F
A.P. English Language and Composition	11-12	McGraw-Hill Education	Language & Composition: The Art of Voice, 2E	Appendix G
A.P. English Literature and Composition	11-12	Bedford, Freeman & Worth	Literature & Composition, 2E	Appendix H

Appendix A



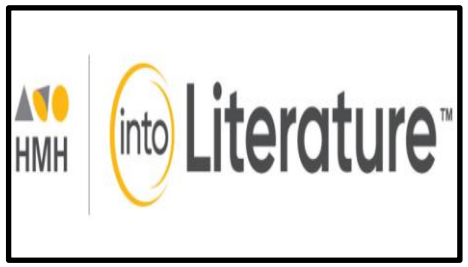
Language Arts (Grades K-5)
Benchmark Advance
Benchmark Education

- *Florida Benchmark Advance* is a K–5 standards-based, core ELA program which provides a cohesive framework for the development of literacy skills and content knowledge over time.
- This framework reflects scientific evidence (science of reading) about how children learn to read and expand their proficiency in the areas of phonological awareness, phonics and word study, fluency, vocabulary, and comprehension.

Appendix A (cont.)

- Benchmark Advance includes
  - social and emotional lessons tied to text sets for seamless integration of SEL concepts.
  - diverse texts that reflect today's classroom as students see themselves in the text and build perspectives.
  - small-group texts, authentic literature texts, and research & inquiry projects that connect concepts to students' real world.
  - constructive conversations that stretch students beyond collaborative conversations with oral discussions that matter to students.
  - intervention lessons that are tied directly to the 3-week skill focus for targeted, time-efficient instruction for identified students.

Appendix B



M/J Language Arts 1-3 Regular & Advanced (Grades 6-8)
English 1-4 Regular & Honors (Grades 9-12)
Into Literature
Houghton Mifflin Harcourt (HMH)

- *HMH Florida Into Literature* Grades 6-12 is a comprehensive English Language Arts/Literature program covering all the required skills for academic success and college and career readiness: analysis of complex texts, text evidence, critical thinking, purposeful collaboration, appropriate technology use, and oral and written communication.
- The program increases students' reading ability and content-area knowledge, resulting in clearer and more impactful communication.

Appendix B (Cont.)

- The program is comprised of six cross-genre units connected by a common theme or topic and linked to an Essential Question. This framework invites students to make connections across texts and to build toward higher-order skills like synthesizing and critique.
- Cultural diversity is honored as each unit includes a rich array of selections that represent multicultural authors and experiences.
- Social emotional learning supports are embedded throughout the program to foster student emotional growth and build resilience.
- A full range of embedded assessments, reporting, analytics, and grade-level measures offer teachers and administrators just-in-time evaluation of student growth as well as year-long progress against state standards.

Appendix C



M/J Intensive Reading (Grades 6-8)
Intensive Reading (Grades 9-12)
Read 180 & System 44
Houghton Mifflin Harcourt (HMH)

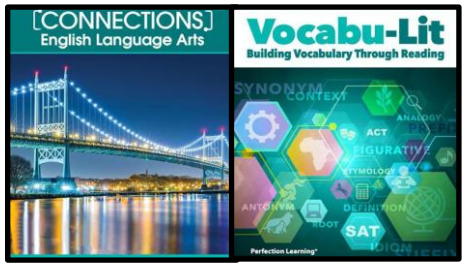
- *READ 180 & System 44* accelerates academic achievement for struggling readers by merging the latest in brain science, adaptive technology, and knowledge for school and life.
- It builds reading comprehension, academic vocabulary, listening, speaking and writing skills so struggling students become proficient readers.
- It also provides a comprehensive and systematic approach to language development, including instruction in phonics and decoding, helping each individual student accelerate reading proficiency through personalized and adaptive technology, differentiated instruction with the teacher, and independent reading.

Appendix D

M/J Developmental Language Arts Through ESOL (Reading) (Grades 6-8)
Developmental Language Arts Through ESOL (Reading) (Grades 9-12)
iLitELL
Savvas Learning Company LLC

- *iLitELL* supports grade-level reading, writing, speaking, and listening skills at ELs' individual proficiency levels.
- It is a single, easy-to-manage solution that supports all English learners, including newcomers and long-term ELs.
- It accelerates English language development through a brilliant mix of strategic scaffolding, interactive content, visual aids, academic vocabulary support, survival vocabulary for newcomers, and home language help.

Appendix E



English 4: Florida College Prep (Grade 12)
Connections & Vocabu-lit
Perfection Learning

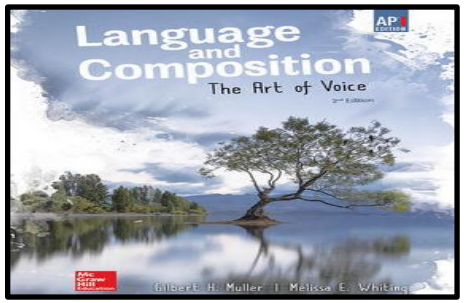
- *Connections* is designed to inspire active engagement.
- Each text stimulates thought-provoking questions; develop targeted skills; and encourage critical reasoning, discussion, and collaboration.
- Built to address the realities of today's classrooms as it provides the tools needed to build the foundation for life-long success.
- Each text opens a door to active learning using a set of activities that inspire students to take responsibility for developing their critical reading and analysis, writing, language, speaking, and listening skills.
- *Vocabu-lit* teaches Tier 2 and Tier 3 academic vocabulary through selections from grade-level appropriate fiction and informational text commonly read in the classroom.

Appendix F

Dual Language (Grades K-5)
Adelante
Benchmark

- Specifically designed to build content knowledge in Spanish, allowing for smooth skill transfer between Spanish and English environments.
- Features explicit, systematic phonics instruction combined with complex texts to build foundational skills and comprehension.
- Ten units per grade level focus on one knowledge strand at a time, allowing students to deepen their understanding of topics in science and social studies.
- Includes a mix of informational and literary texts, featuring high-quality, authentic Spanish literature.
- Units are structured around a "backward-mapped" design, starting with end-of-unit assessments to drive weekly planning, building toward 3-week unit goals

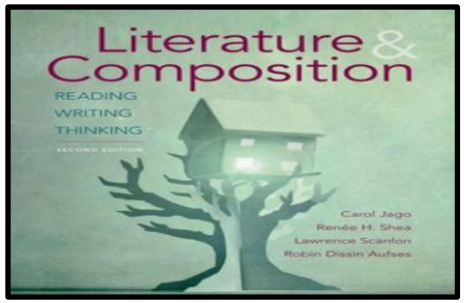
Appendix G



A.P. English Language and Composition (Grades 11-12)
Language & Composition: The Art of Voice, 2E
McGraw-Hill Education

- *Language and Composition: The Art of Voice* is a blended reader/rhetoric that span myriad ages, cultures, and disciplines while building a solid foundation for students as they learn to approach, analyze, and respond to a variety of selections.
- It also provides well-considered approaches for teaching individual essays, sample rhetorical analyses, answers to questions, additional thought-provoking questions, comparative essay discussion formats, and tips for prewriting and guided writing activities.
- The text, paired with the digital resources in the AP advantage, delivers accessible and adaptive support to help student prepare for the course, keep pace with the course, and pass the exam.

Appendix H



A.P. English Literature and Composition (Grades 11-12)
Literature & Composition, 2E
Bedford, Freeman & Worth

- *Literature & Composition* is a fully conforming program comprised of a student textbook, teacher textbook, teacher resources, full test bank with AP-style questions keyed to the course, and a full suite of digital resources including downloadable and online ebook and teacher and student-specific tools including videos, tutorials, and additional learning resources.
- Organized thematically to put meaning first and offers a wide variety of classic and current literature, plus all of the support students need to analyze and write about it—for assignments and on the AP® Literature Exam.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Innovative Learning

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

TITLE:

K-12 World Languages Adoption

REQUESTED ACTION:

Approve the adoption of the recommended instructional materials for World Languages K-12. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Presentation

FINANCIAL IMPACT:

$11,387,471. The funding source will be the General fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone:754-321-2100

EXECUTIVE SUMMARY

K-12 World Languages Adoption

Board Meeting Date: June 9, 2026

Requested Action: Approve the purchase of the recommended state-adopted instructional materials for K-12 World Languages (five-year purchase). This action will ensure that Broward County Public Schools (BCPS) maintains compliance with state statutes regarding instructional materials adoption.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Pursuant to School Board policy 4100- Instructional and Digital Classroom Materials: BCPS is responsible for ensuring equitable access to Board-approved instructional and digital materials necessary to support student learning and implementation of the District's academic programs.
Statutory Requirement	• Supports Fla. Stat. 1006.28 - Duties of School Board, Superintendent, and Principals, 1006.283 - Review and selection process for Instructional Materials, and 1006.40 - The use of Instructional Materials Funds.
If the School Board votes "Yes"	• If the School Board votes "Yes", approval authorizes the purchase and implementation of the recommended World Languages instructional materials and related resources. This action includes professional learning for teachers; print textbooks (non-consumable and consumable, including five-year replenishment); five-year digital licenses for students and teachers; and any bundled ancillary materials. Approval supports continued compliance with state statutes for the next five years related to state-adopted World Languages titles and will ensure timely delivery to schools for the beginning of the 2026-2027 school year.
If the School Board votes "No"	• If the School Board votes "No", the item is not approved, and the recommended titles and publishers cannot be purchased or implemented at this time. While the District would remain within the state's allowable three-year window to transition to the most recent state adoption, a subsequent agenda item would need to be brought forward for future consideration. **This delay would postpone procurement and delivery timelines, resulting in instructional materials being received after the start of the 2026-2027 school year** and limiting timely student access to World Languages materials.

Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness • Guardrail 2: Equity • Guardrail 3: School Support • Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Currently, one hundred percent (100%) of students have access to the previously adopted instructional materials for the World Languages content areas, which were adopted seven years ago. • By the beginning of the 2026-2027 school year, one hundred percent (100%) of students will receive the appropriate instructional materials for the World Languages content areas. This will ensure that students are best equipped with instructional materials for the school year.

Background/History
The previous World Languages Adoption took place in 2020 with an approximate cost of $8,287,176, which was inclusive of Dual Language and spent during the five years of the World Languages and Dual Language Adoption. Approximately $2,700,000 was spent for the 2025-2026 school year to purchase Gap materials for World Languages.

The World Languages Adoption scheduled for 2025-2026 was delayed from presentation to the School Board due to required revisions to specific language within the instructional materials prior to receiving state approval for adoption. Those revisions were completed, and **the state has approved all recommended materials**. The delay was not related to curriculum concerns; rather, it reflected the need to ensure full alignment with the State of Florida's requirements.

This agenda item supports The District's 2022–2027 Strategic Plan by ensuring students and teachers have access to state-adopted instructional materials and digital resources necessary for standards-aligned instruction and continuous improvement. The adoption supports Goal 4: College & Career Readiness by strengthening students' language proficiency and communication skills aligned to postsecondary and workforce expectations. This action aligns with the District's Guardrail 2: Equity, by providing equitable access to high-quality materials; Guardrail 3: School Support, by ensuring classrooms have essential instructional resources; and Guardrail 4: Accountability, by ensuring implementation is aligned to state adoption requirements and district monitoring expectations.

Florida Statute 1006.283 outlines a multi-step approval process to ensure input from all stakeholders in the adoption of instructional materials. The process includes:

- **Online Access:** Student editions of the recommended instructional materials have been made available online for 20 days prior to the Public Hearing for public review, starting on **Friday, April 10, 2026**. Online access will remain available until **Tuesday, June 30, 2026**.
- **Public Hearing:** An open, noticed public hearing will be held on **Tuesday**, **May 5, 2026**, during which the public can provide feedback on the recommended materials.
- **School Board meeting:** An open, noted School Board meeting will take place at the Regular School Board Meeting on **Tuesday, June 9, 2026**, to approve the annual instructional materials plan, identifying materials to be purchased through the district's review process.
- **Second Public Hearing (If necessary):** If formal objections are raised, a second public hearing, chaired by a Hearing Officer, will be scheduled at least 30 days after the Board's approval, no earlier than **Friday, July 10, 2026.**

This structured process ensures transparency and accountability in the selection of instructional materials.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Agreement Term from July 10, 2026, through June 30, 2031;
Multi-Year Agreement:	Yes. This is a five-year agreement totaling **$11,387,471** for the World Languages Adoption. Although the World Languages Adoption **covers a period of five years the total cost is expensed in the first year FY27.**
Procurement Method:	N/A

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

Budget Impact Summary Statement:
Approval of this item will result in an estimated one-time expenditure of $11,387,471 from the General Fund Budget. **Please note that the 60-month agreement amount will be paid in its entirety in the FY27 Future Fiscal Year.**

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
July 1, 2026 – June 30, 2031	**60 months**	$11,387,471

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund	$11,387,471

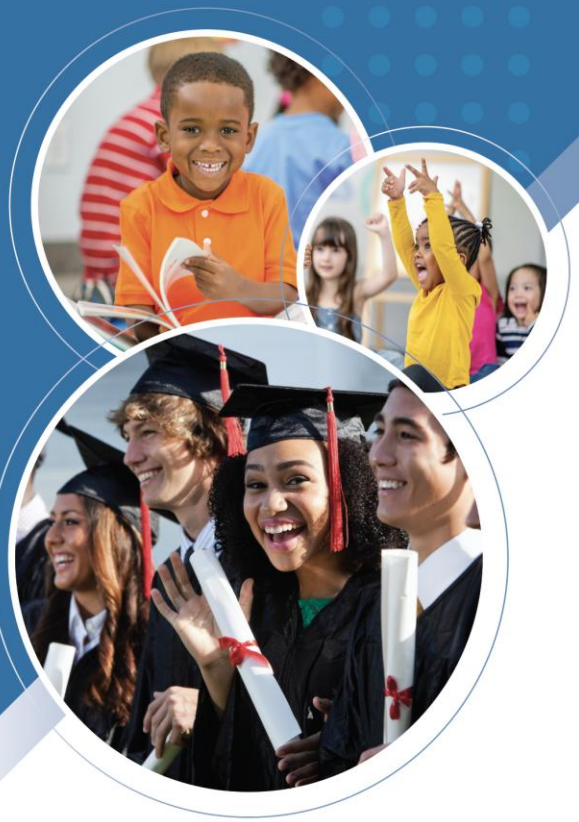
School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	All schools with K-12 World Languages classes will receive the updated, state-approved curriculum, aligned with state standards.
School Selection /Prioritization	All schools with World Languages courses will be included in this adoption, based on enrollment.
Community/ Stakeholder Engagement	Stakeholder engagement included parental participation in the Instructional Materials Review process, as well as community engagement based on the open-noticed Public Hearing on Tuesday, May 5, 2026.
End-User Input	As part of the review process, district content area experts and teachers participated and provided feedback on the curriculum being considered.
Technology/Capital Expected Lifecycle/Replacement Cycle	World Languages instructional materials are adopted on a five-year cycle, aligned to the State's adoption timeline.

Additional Backup:

Exhibit 2: Presentation



Division of Academics

Instructional Materials 2026-2027 World Languages Adoption (K-12) with Appendices

June 9, 2026
Regular School Board Meeting

Dr. Fabian H. Cone, Chief Academic Officer
Victoria B. Saldala, Director, Bilingual/ESOL
Dr. Sherri N. Wilson, Director, Innovative Learning
Nathan Clock, Instructional & Digital Materials Analyst, Innovative Learning



Established 1915
BROWARD County Public Schools

2015

INTRODUCTION

Presentation Rationale:	**Instructional Materials 2026-2027 World Languages Adoption (K-12)** This item is presented pursuant to Sections 1006.28 and 1006.283, Florida Statutes, which establish the District School Board's constitutional duty to adopt and provide adequate instructional materials through a transparent and publicly accessible process. The proposed 2026–2027 World Languages instructional materials have been reviewed to ensure alignment with Florida's academic standards, instructional quality benchmarks, and equitable student access.
Purpose:	The purpose of this item is to request School Board approval of the **Instructional Materials 2026–2027 World Languages Adoption (K-12)**. This action supports the District's responsibility to provide adequate instructional materials in both print and digital formats and to address identified instructional gaps resulting from enrollment changes, program expansion, and evolving course offerings.
Connection to the Strategic Plan:	The World Languages Adoption addresses the following goals from the Strategic Plan: Goal 1: Early Literacy, and Goal 3: College and Career Readiness/Acceleration. This item aligns with Guardrail 2: Equity, and aligns with state statutes 1006.28, 1006.28(3), and 1006.40.
Request to the School Board:	Approve the **Instructional Materials 2026–2027 World Languages Adoption (K–12)** to ensure students have equitable access to high-quality, standards-aligned instructional materials in support of districtwide teaching and learning for the 2026–2027 school year.

Florida State Statute 1006.28

Florida Statute 1006.28 Updated definition

- **Adequate Instructional Materials Defined:** "Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hardbacked or softbacked textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serve as the basis for instruction for each student in the core subject areas of mathematics, language arts, social studies, science, reading, and literature.

2026-2027 Instructional Materials Plan

Instructional Materials Adoption Process

1. Use a review tool **(EdCredible)** that prioritizes content and standards-alignment
2. Provide a rigorous and transparent selection process
3. Train reviewers to have a professional in-depth grasp of the instructional shifts and how to apply the tool to instructional materials in alignment with the state rubric
4. Manage publishers to emphasize the District's commitment to high quality content, standards alignment, and meeting IT technical requirements (**EdCredible**)
5. Provide District recommendations to the School Board for Adoption

**EdCredible is an electronic database used by the Department of Innovative Learning to preserve the integrity of the instructional materials review process and the datapoints collected from participating stakeholders. EdCredible operates and houses the instructional materials review responses on potential resources for the upcoming adoption cycle.*

2026-2027 Instructional Materials Plan Cont.

- The Department of Innovative Learning will place a district order for all schools based on the current enrollment data pulled from the Student Information System (SIS) and projections from the Department of Demographics and Enrollment Planning to avoid inflated orders district-wide.

- Previously adopted materials will be ordered early to ensure access and accuracy of instructional materials district-wide for the first day of school.

- Based on Board Approval of the World Languages Adoption, the initial World Language order can be placed in the state queue for processing.

2026-2027 World Language Courses for Adoption: Vendor and Cost

Course Name	Grade Levels	Vendor	Cost of Adoption
Elementary Spanish	K-5	Vista Higher Learning	$5,424,159
M/J French, Beginning (Regular & Advanced)	6	Klett World Language	$81,345
M/J Spanish, Beginning (Regular & Advanced)	6	Klett World Language	$528,202
M/J Spanish for Spanish Speakers, Beginning (Regular & Advanced)	6	Vista Higher Learning	$28,012
American Sign Language 1-3 (Regular & Honors)	7-12	eDynamic Learning	$256,839
M/J Chinese, Beginning (Regular & Advanced)	6	Carnegie Learning	$8,471
Chinese 1-4 (Regular & Honors)	7-12	Carnegie Learning	$78,758

- **Florida Statute 1006.28:** "Adequate instructional materials" means (summary) a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form.
- ***All Pricing includes Print and Digital Content***

2026-2027 World Language Courses for Adoption: Vendor and Cost

Course Name	Grade Levels	Vendor	Cost of Adoption
French 1-4 (Regular & Honors)	7-12	Vista Higher Learning	$437,163
Spanish 1-4 (Regular & Honors)	7-12	Vista Higher Learning Includes PL for K-12	$2,764,292
Spanish for Spanish Speakers 1-4 (Regular & Honors)	7-12	Vista Higher Learning	$315,203
Pre AICE/Pre IB French	7-12	Vista Higher Learning	$53,927
AICE/IB French	9-12	Vista Higher Learning	$42,552
Pre AICE/Pre IB Spanish	7-12	Vista Higher Learning	$156,727
AICE/IB Spanish	9-12	Vista Higher Learning	$211,821
Freight*		Vendor Direct Shipping	$1,000,000
Total			**$11,387,471**

*** Funding Source: State Instructional Materials Funds**

All Pricing includes Print and Digital Content

2026-2027 World Language Courses for Adoption: Vendor and Cost

Course Name	Grade Level	Vendor	Cost of Adoption
AP French	9-12	Vista Higher Learning	$16,905
AP Spanish	9-12	Vista Higher Learning	$160,984

***Advanced Placement courses are not purchased by the district. The district provides recommendations for school purchase of these items. The "Cost of Adoption" provided represents a cost to schools if all schools with current enrollment use these recommended titles.**

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

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

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

browardschools.com

Appendices

2026-2027 World Languages Instructional Materials and Corresponding Appendices

Course Name	Grade Levels	Vendor	Instructional Materials	Corresponding Appendices
American Sign Language	9-12	eDynamic Learning	American Sign Language 1,2, & 3	Appendix A
Chinese	7-12	Carnegie Learning	Zhēn Báng!	Appendix B
M/J French, Beginning	6-8	Klett World Language	Reporters Francophones 1 – Florida Standards Edition	Appendix C
French 1 & 2, 3 Honors	7-12	Vista Higher Learning	Chemins	Appendix C
AP French	9-12	Vista Higher Learning	Thèmes	Appendix C

2026-2027 World Languages Instructional Materials and Corresponding Appendices

Course Name	Grade Levels	Vendor	Instructional Materials	Corresponding Appendices
Spanish – Elementary	K-5	Vista Higher Learning	¡Listos!	Appendix D
M/J Spanish, Beginning	6-8	Klett World Language	Reporteros	Appendix D
Spanish 1, 2, & 3 Honors	7-12	Vista Higher Learning	Senderos	Appendix D
AICE/IB Spanish	9-12	Vista Higher Learning	Descubre	Appendix D
AP Spanish	9-12	Vista Higher Learning	Temas	Appendix D
M/J Spanish for Spanish Speakers, Beginning	6-8	Vista Higher Learning	Español Yabisí	Appendix E
Spanish for Spanish Speakers	7-12	Vista Higher Learning	Galería A, B, & C	Appendix E
Spanish for Spanish Speakers Honors	9-12	Vista Higher Learning	Intrigas	Appendix E

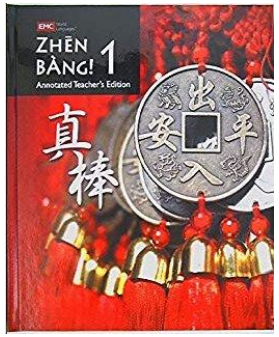
Appendix A



American Sign Language
1a/1b, 2a/2b, 3a/3b (Grades 9-12)
American Sign Language
eDynamic Learning

- Developed to meet both American Council on the Teaching of Foreign Languages (ACTFL) and state standards.
- Students experience using the language with spiraling activities and have access to more than 700 videos from Deaf individuals who use ASL every day.
- Covers everything students need to understand regarding Deaf etiquette.
- Deaf educators fluent in ASL and English serve as subject matter experts. They consult on course development, accuracy, instructions and respectful depiction of the Deaf community and Deaf culture.

Appendix B

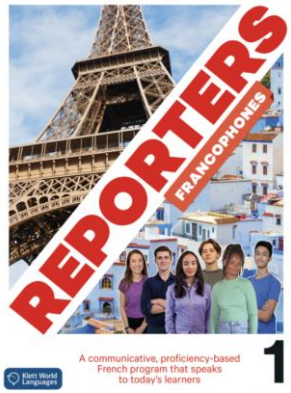


Chinese
(Grades 7-12)
Zhēn Báng!
Carnegie Learning

- Integrates language and culture seamlessly and provides technology resources that are easy to use.

- Students interact with culture through products, perspectives, and practices of the Chinese-speaking world while making comparisons to their own lives.

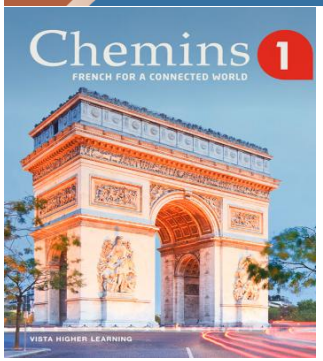
Appendix C



M/J French, Beginning
(Grade 6)
Reporters Francophones 1 –
Florida Standards Edition
Klett World Languages

- Inclusive, innovative, standards-based French program aimed at middle school and high school students at the introductory level.
- It follows a communicative approach to learning through projects inspired by real-world scenarios.
- The program offers authentic, engaging content that awakens students' curiosity about the French-speaking world.

Appendix C (cont.)



French
1, 2 and 3 Honors
(Grades 7-12)
Chemins
Vista Higher Learning

- Chemins is a fully integrated and scaffolded French-language program that builds intercultural communicative proficiency through a cohesive cultural approach within each unit.

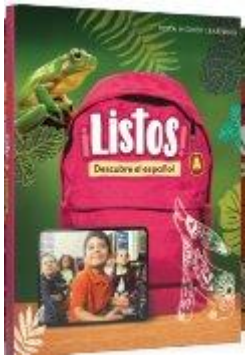


AP French
(Grades 9-12)
Thèmes
Vista Higher Learning

- Units focus on the themes and recommended contexts from the College Board's AP® French Language and Culture Curriculum ensuring that students have extensive interpretive, interpersonal, and presentational communication skills.

- Contemporary, culturally-rich source material from the Francophone world—print, short films, and audio—provide an engaging, authentic environment for learning.

Appendix D



Spanish – Elementary (Grades K-5)
¡Listos!
Vista Higher Learning

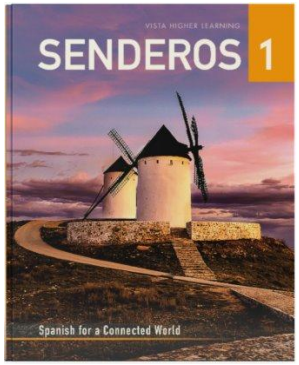
- Designed with culture as the backdrop to the entire series, students join engaging characters as they travel to eight Spanish-speaking countries.
- Contains an interactive Smartbook with auto-graded activities, integrated audios and videos, and voice recording with audio synchronization and vocabulary highlighting and pronunciation.



M/J Spanish, Beginning (Grade 6)
Reporteros
Klett World Languages

- Inclusive, innovative, standards-based Spanish program aimed at middle school and high school students at the introductory level.
- It follows a communicative approach to learning through projects inspired by real-world scenarios.
- The program offers authentic, engaging content that awakens students' curiosity about the Spanish-speaking world.

Appendix D (cont.)



Spanish 1, 2, 3 Honors
(Grades 7-12)
Senderos
Vista Higher Learning

- Blends the underlying principles of the World-Readiness Standards with features and strategies tailored specifically to build students' language and cultural competencies.

- Lessons are supported by a range of activities, media, audio, and resources that facilitate speaking and foster a love of languages.

- Focuses on personalization, authenticity, cultural immersion, and the seamless integration of text and technology.

Appendix D (cont.)

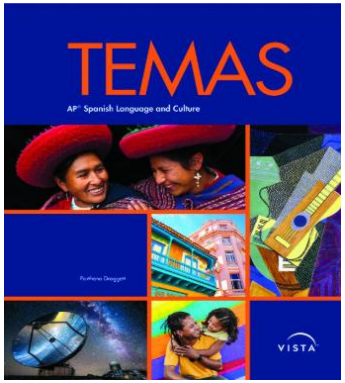


AICE/IB
(Grades 9-12)
Descubre
Vista Higher Learning

- Descubre is a comprehensive Spanish-as-a-world-language curriculum designed to get students ready for AP® Spanish in four years.

- Built to address today's dynamic learning environment, the program immerses students in authentic Spanish language and culture experiences through text, video, audio, and online learning.

Appendix D (cont.)



AP Spanish
(Grades 9-12)
Temas
Vista Higher Learning

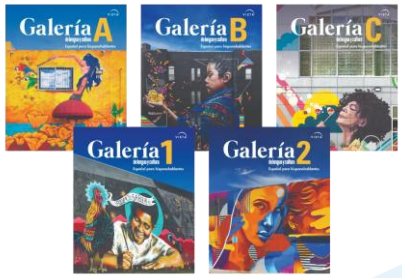
- Contains units focused on themes and recommended contexts from the College Board's AP® Spanish Language and Culture curriculum framework.
- Contemporary print, short films, and audio material from the Spanish-speaking world provide an engaging, authentic environment for learning.
- Designed with integrated grammar and extensive cultural coverage support interpretive, interpersonal, and presentational communication skill development.

Appendix E



M/J Spanish for Spanish Speakers (Grade 6)
Español Yabisí
Vista Higher Learning

- Español Yabisí includes dozens of authentic reading selections by authors from the Spanish-speaking world and supports grammar instruction within the context of each program unit.
- Fosters a love of reading through a wide range of authentic texts.
- Presents language and grammatical rules according to the *Real Academia Española* (Royal Spanish Academy).



Spanish for Spanish Speakers A, B & C Honors (Grades 7-12)
Galería
Vista Higher Learning

- Created specifically for U.S. heritage and native speakers in order to bridge the language gap and promote bilingualism, biliteracy, and biculturalism.
- Engages students with the language as they meet artists, poets, mathematicians, scientists, and other iconic cultural figures of the past and present, from all regions of the Spanish-speaking world!
- Helps students acquire and practice vocabulary and language structures from social studies, science, art, music, and other content areas.

Appendix E (cont.)



Spanish for Spanish Speakers 4 Honors (Grades 9-12)
Intrigas
Vista Higher Learning

- Contains universally distinguished, relevant film and literature from the Spanish-speaking world.
- The six theme-related lessons foster engaging, thought-provoking discussion, and analytical writing for advanced level students.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Head Start/Early Intervention

Agenda Item Number:	AA-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

2026-2027 Statewide Voluntary Prekindergarten (VPK) Provider Contract

REQUESTED ACTION:

Approve the Statewide Voluntary Prekindergarten Provider Agreement Form DEL-VPK 20 between the Early Learning Coalition of Broward County, Inc. and The School Board of Broward County, Florida, for a term that commences on August 10, 2026, and concludes upon completion of the VPK instructional hours and completion of the requirements outlined in the Contract or termination, and the spending authority of $4,600,719. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement ELC and SBBC

FINANCIAL IMPACT:

Estimated positive financial impact $4,600,719 from the Department of Education via the Early Learning Coalition of Broward, Inc.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Fabian H. Cone	Phone:	754-321-2618
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

2026-2027 Statewide Voluntary Prekindergarten (VPK) Provider Contract

Board Meeting Date: June 9, 2026

Requested Action: Approve the Statewide Voluntary Prekindergarten Provider Agreement Form DEL-VPK 20 between the Early Learning Coalition of Broward County, Inc. (ELC) and The School Board of Broward County, Florida (SBBC), for a term that commences on August 10, 2026, and concludes upon completion of the VPK instructional hours and completion of the requirements outlined in the Contract or termination, and the spending authority of $4,600,719.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The SBBC will receive approximately $4,600,719 in state funding to provide the VPK program to eligible children within District schools during the school year and summer.
If the School Board votes "No"	• The SBBC will lose approximately $4,600,719 in state funding and will be unable to provide the VPK to eligible children within District schools during the school year and summer. This would impact on the enrollment of approximately 1,542 students and the employment of approximately two hundred fifty (250) employees.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal I: Early Literacy Proficiency
Measurable Outcome(s)/Return on Investment	• SBBC will provide high-quality screening, instruction, and Early Literacy interventions to approximately one thousand five hundred forty-two (1,542) children at fifty-four (54) schools during the 2026-2027 school year and additional schools during the summer terms. Providing VPK programs within SBBC improves kindergarten readiness and the likelihood of enrollment within kindergarten at Broward County Public Schools (BCPS). • Assessment data indicated that from Fall 2024 to Spring 2025, there was an increase of 44% of enrolled VPK students scoring at or above 707 (kindergarten ready) on Star Early Literacy.

Background/History

The Florida VPK Program was established in 2005 following a 2002 Florida constitutional amendment, and is governed by Chapter 1002, Part V, Florida Statutes. Its implementation and enforcement are carried out through rules within Chapter 6M-8, Florida Administrative Code, with local administration by the ELC under state oversight by the Division of Early Learning (DEL). The Statewide VPK Provider Contract (DEL-VPK20) is a compliance-based agreement between the ELC and SBBC that establishes the requirements for participation in the VPK Program. It explains provider eligibility and payment through reimbursement rather than direct funding. SBBC must deliver the required instructional hours, adhere to all statutory and regulatory requirements, submit verified enrollment and attendance data, with funding contingent upon legislative appropriations and compliance with program rules. VPK funds are restricted to program use and cannot be redirected for non-VPK purposes.

SBBC began providing VPK instruction to eligible children during the 2005-2006 school year. During the initial years, only summer and half-day VPK classes were offered. Years later, during the 2013-2014 school year, SBBC expanded the VPK program to introduce full-day VPK classes and has steadily expanded the full-day program to serve seventy-five (75) full-day classes at fifty-four (54) schools for the 2026-2027 school year. Please see the school list below.

Annabel C. Perry PK-8
Bayview Elementary
Broward Estates Early Learning and Resource Center
Coconut Palm Elementary
Coral Glades High
Coral Park Elementary
Cresthaven Elementary
Deerfield Beach Elementary
Dillard Elementary
Eagle Point Elementary
Everglades Elementary
Fairway Elementary
Flamingo Elementary
Floranada Elementary
Forest Hills Elementary
Fox Trail Elementary
Griffin Elementary
Gulfstream Early Learning Center
Hawkes Bluff Elementary
Heron Heights Elementary
Horizon Elementary
Liberty Elementary
Lloyd Estates Elementary
Manatee Bay Elementary
Margate Elementary
C. Robert Markham Elementary
Dr. Martin Luther King, Jr. Elementary
Morrow Elementary
Nob Hill Elementary
North Lauderdale Elementary
Oakridge Elementary
Orange Brook Elementary
Oriole Elementary
Park Trails Elementary
Pasadena Lakes Elementary
Pembroke Pines Elementary
Pines Lakes Elementary
Pinewood Elementary
Riverside Elementary
Royal Palm Elementary
Sandpiper Elementary
Sea Castle Elementary
Silver Palms Elementary
Silver Ridge Elementary
Stephen Foster Elementary
Stirling Elementary
Sunland Park Academy
Sunset Lakes Elementary
Tamarac Elementary
Tradewinds Elementary
Welleby Elementary
West Broward High
West Hollywood Elementary
Winston Park Elementary

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	August 10, 2026, and concludes upon completion of the VPK instructional hours and completion of the requirements outlined in the Contract or termination, and the spending authority of $4,600,719.
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**:

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

Budget Impact Summary Statement:

1. The estimated positive financial impact to the SBBC is $4,600,719.
2. The source of funds is the Florida Department of Education (FLDOE)/DEL through ELC.
3. There is no additional financial impact to SBBC.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/10/2026 – 8/10/2027	12 months	$4,600,719

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY26	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	11 months	FLDOE/DEL/ELC	$4,600,719

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Offering the VPK program expands access to free, high-quality preschool instruction. The program strengthens the school and district's early learning continuum by promoting kindergarten readiness, improving long-term academic outcomes, and supporting early identification of learning needs. Student enrollment in the VPK program creates a direct pipeline toward kindergarten enrollment and future FTE.
School Selection /Prioritization	Schools are selected based on many criteria, including but not limited to: • Identification of necessary funding • Available space • School and parent interest • Existing preschool offerings • Current level of compliance and program effectiveness
Community/ Stakeholder Engagement	Efforts are made at the school and district level to recruit children for the VPK program.
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: The Florida VPK program provides reimbursement on a per-child basis. VPK program capacity within the district is scalable and not inherently capped by state statute or Florida Administrative Code.

Exhibit 2: Agreement ELC and SBBC

STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this _____ day of ____, 20 26, by and between the Early Learning Coalition of Broward County, Inc. (herein referred to as "COALITION"), and The School Board of Broward County, Florida (doing business as, if applicable)_____(herein referred to as "PROVIDER"), with its principal offices located at 600 SE 3rd Avenue, Ft. Lauderdale, Florida 33301 and its provider physical site address (if the single site provider physical site address is different from principal office address) located at_____.

   a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER must include each entity listed in Exhibit 1.

   b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER must include each entity listed in Exhibit 1.

   c. **Identification Number.** Insert PROVIDER's ☑EIN or ☐SSN here: 59-6000530

   PROVIDER's EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss. 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Division of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a VPK provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Division's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.), and a child's attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.).

3. **Term.** This Contract applies to the 20 26 - 20 27 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract is effective beginning on August 10, or on the date on which the

Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract under Section XI.

A school-year VPK program must be at least 540 instructional hours and a summer VPK program must be at least 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK classes previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will neither receive nor be entitled to payment for VPK Program services before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
   - Part V Chapter 1002, Florida Statutes (F.S.);
   - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
   - Rule 6A-6.03033, F.A.C.

6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership, or other transfer of ownership interest, the provider must notify COALITION no later than thirty (30) calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. **General Eligibility.**

   a. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, licensed family day care home, licensed large family child care home, a nonpublic school exempt from licensure, faith-based child care provider exempt from licensure, or child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense).

   A charter school that includes a VPK Program in its charter is a public school and must only execute this Contract with the approval and oversight of the school district. A charter school that does not include the VPK Program in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

   Check the box to indicate PROVIDER's type:

   ☑A public school (Form DEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

   ☐A private provider/nonpublic school (Form DEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior contract, as applicable, for the duration of this Contract.

e. Eligibility pursuant to s. 448.095, F.S. PROVIDER acknowledges that PROVIDER must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. PROVIDER represents that it does not employ, contract with, or subcontract with an unauthorized alien, and will provide an affidavit affirming this prior to the effective date of the Contract. PROVIDER further acknowledges that violation of s. 448.09(1), F.S., may result in termination of this Contract.

f. Eligibility pursuant to s. 1002.68(5)(a), F.S. PROVIDER acknowledges that PROVIDER must have a composite program assessment score that meets the contract minimum threshold in accordance with Rule 6M-8.621, F.A.C.

PROVIDER's school year composite program assessment score: _____.

PROVIDER's summer composite program assessment score: _____.

If PROVIDER has multiple sites, the program assessment score for each site is listed in Exhibit 1.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Division, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in paragraph 64 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements will result in financial consequences referenced in paragraph 52 and corrective action referenced in paragraph 54.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION, which will be provided in the form of a Certificate of Eligibility from the single statewide information system. PROVIDER agrees to obtain and complete, with parent, a *certificate of eligiblity* or a *certificate of eligibility for reenrollment*. In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.

10. **Adherence to Requirements.**

a. PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements set forth in applicable statutes, rules, and this Contract.

b. PROVIDER agrees to participate in a VPK Program orientation conducted by the COALITION prior to the execution of this Contract.

11. **Assessment.** PROVIDER agrees to implement the coordinated screening and progress monitoring program and program assessment in accordance with s. 1002.68, F.S., and Rules 6M-8.620 and 6M-8.621, F.A.C.

12. **Curricula**. PROVIDER agrees that it will implement curricula to deliver VPK Program instruction in accordance with s. 1002.67(2)(b), F.S.

13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. PROVIDER will adopt its own attendance policy, and in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Division in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK Pprogram attendance policy for the duration of this Contract. PROVIDER attendance policy must address school-year and summer programs separately, if applicable.

14. **Fees Prohibited**. PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER must not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER must not require a fee or payment as a condition of enrollment or participation in the VPK Program. A provider found to have required such fees is subject to termination of this Contract for cause as described in paragraph 55.

15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER will not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll a child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care). A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 55.

16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER will not require the child's parent to pay for the services.

17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s) meet the eligibility requirements set forth in sections 1002.55, 1002.61, and 1002.63, F.S.

18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by ss. 1002.55, 1002.61, and 1002.63, F.S. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor who is eligible to work in the VPK provider's setting must be present, in accordance with ss. 1002.55 and 1002.63, F.S. The VPK class size must not exceed the approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C., may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. Substitute instructors may replace a lead instructor no more than thirty (30) percent of the VPK Program's total instructional hours in a VPK class.

20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating, or frightening. The discipline must not be associated with food, rest, or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.

21. **Single Statewide Information System.** PROVIDER agrees to utilize the single statewide information system as referenced in s. 1002.82(2)(q), F.S., to submit information and updates regarding the VPK Program. The PROVIDER must execute this Contract on the Provider Portal found at https://providerservices.floridaearlylearning.com.

22. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the VPK Program.

23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK Program in advertisements, letterhead, and educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form DEL-VPK 20B) and must cease use of the VPK logo once services under this Contract are suspended or terminated.

24. Provider Deliverable

Deliverable	Provider	Task and Activities	Due Date
VPK instructional hours; 540 for school-year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per requirements in paragraph 12	
		Instructor requirements per paragraphs 17-19	
VPK Child Attendance	Private and Public	Completion of Child Attendance and Parental Choice Certificate forms (OEL-VPK 03S and OEL-VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 44	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 64	See paragraph 64
Liability insurance notification	Private	Notification of cancellation or changes to general liability coverage	10 calendar days prior to cancellation or changes to general liability coverage
Implementation of the coordinated screening and progress monitoring program in accordance with s. 1002.68, F.S., and Rule 6M-8.620, F.A.C.	Private and Public	Administration of the coordinated screening and progress monitoring program during the first administration window.	See Rule 6M-8.620, F.A.C.
		Administration of the coordinated screening and progress monitoring program during the second administration window (School Year program only).	See Rule 6M-8.620, F.A.C.

		Administration of the coordinated screening and progress monitoring program during the third administration window.	See Rule 6M-8.620, F.A.C.

IV. COALITION RESPONSIBILITIES

25. **Forms Approved**. COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, in accordance with s. 1002.55(3)(h), 1002.61(9), or 1002.63(8), F.S., as applicable.

26. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality VPK services for all providers, including providers on probation.The technical assistance will be offered in a manner and schedule prescribed by COALITION or the school district.

27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *certificate of eligibility* or a *certificate of eligibility for reenrollment* adopted in Rule 6M-8.201, F.A.C., for each eligible child whose parent applies for the VPK Program or requests a reenrollment through the Family Portal.

28. **Limitations on Authority.** COALITION must not impose any requirement on PROVIDER that exceeds the authority provided under parts V of chapter 1002, F.S., or rules adopted pursuant to parts V of chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring**. PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION will monitor PROVIDER for compliance with the requirements of offering the VPK Program.

30. **Physical Access.** PROVIDER agrees to allow the Division and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.

31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Division to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Division. Records shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program will only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72(3)(a), F.S. Accordingly,

to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and in accordance with paragraphs 33 and 34 below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, the Division, and other entities identified in s. 1002.72, F.S.

33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records, for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and, if PROVIDER does so, then PROVIDER must back up records on a regular basis to safeguard against loss.

34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER must transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will not receive payment until PROVIDER has entered the certificate of eligibility number into the Provider Portal and COALITION has in turn approved the enrollment of the child through the Provider Portal.

36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Division. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.

37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) adopted in Rule 6M-8.305 F.A.C., which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es).

38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of direct deposit, however, the reimbursement may be delayed up to twenty-one (21) calendar days should PROVIDER choose to opt out.

39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one (1) full-time equivalent (FTE) student as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one (1) FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year. In the event that a change of ownership or transfer of a VPK Program has occurred and payment, including advance payment, has been made, the succeeding VPK provider must not receive funding that, combined with the funds already dispersed to the preceding VPK provider(s), would exceed the funding for one (1) full-time (FTE) for each child enrolled.

40. **Differential Payment.** PROVIDER understands that, subject to appropriation by the Legislature, PROVIDER may receive a differential payment based on the PROVIDER's performance designation in accordance with s. 1002.68(4)(e), F.S.

41. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Division of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in PROVIDER's VPK Program class(es) by checking the appropriate box for each program:

School-Year Program

☐ PROVIDER elects to receive monthly advance payments for the school-year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Division.

☑ PROVIDER elects **not** to receive monthly advance payments for the school-year program.

or

☐ PROVIDER does not intend to offer the school-year program.

Summer Program

☐ PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Division.

☑ PROVIDER elects **not** to receive monthly advance payments for the summer program.

or

☐ PROVIDER does **not** intend to offer the summer program.

42. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK Program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Division.

43. **Overpayment**. PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.

44. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification, in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.

45. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.

46. **Closures.** PROVIDER agrees that compensation for temporary closures will be handled in accordance with Rule 6M-8.204(5), F.A.C.

47. **Disallowed Costs.** PROVIDER understands that expenditures submitted for reimbursement will be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.

48. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))

49. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. PROVISIONS FOR PROVIDER ACCOUNTABILITY

50. **Performance Metric.** PROVIDER understands that it is required to adhere to the accountability measures set forth in s. 1002.68, F.S. PROVIDER acknowledges that the performance metric will be calculated in accordance with Rule 6M-8.622, F.A.C., and include the composite program assessment score, learning gains, and norm-referenced developmental learning outcomes resulting from the coordinated screening and progress monitoring program. PROVIDER understands that an incomplete status will be assigned to the PROVIDER if it does not have sufficient data to calculate a performance metric in accordance with Rule 6M-8.622, F.A.C.

51. **Provider on Probation.** PROVIDER understands that it is required to adhere to the probation requirements set forth in s. 1002.68, F.S., and Rule 6M-8.700, F.A.C.

IX. FINANCIAL CONSEQUENCES

52. **Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION must temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

X. NONDISCRIMINATION

53. **Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

54. **Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5 or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must: (i) identify the specific requirement(s) that the PROVIDER failed to meet, (ii) describe how PROVIDER failed to meet each requirement, (iii) provide a detailed description of any required corrective action, (iv) set a deadline for completion of the corrective action, and (v) state that PROVIDER may request a review of the determination as described in paragraph 61. Upon determining that PROVIDER has completed the corrective action, COALITION must notify PROVIDER in writing. If PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, PROVIDER will

still be held accountable for implementing the remainder of the corrective actions if PROVIDER remains eligible to deliver the VPK Program and executes a new contract with COALITION.

55. Termination for Cause.

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) action, or lack of action, which threatens the health, safety, or welfare of children; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable; (b) the material failure to comply with one or more of the terms of this Contract, including failure to verify all new hires work authorization status using E-Verify system as described in paragraph 7, and failure to implement corrective action; (c) the refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 60.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract will be terminated on the date identified in the notice. COALITION must document any refusal of delivery.

56. Emergency Termination. COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body of actions or inactions of PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61.

57. Revocation of Eligibility.

a. In accordance with sections 1002.55(6), 1002.61(10), or 1002.63(9), F.S., if PROVIDER's Contract is terminated under paragraphs 55 or 56, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program and SCHOOL DISTRICT may revoke a public school's eligibility to deliver the VPK Program. When revoking PROVIDER'S eligibility, COALITION or SCHOOL DISTRICT must adhere to requirements provided in Rule 6M-8.702, F.A.C. COALITION or SCHOOL DISTRICT shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER. For multi-site providers, such as corporate chains or school districts, VPK Program ineligibility is per site and may not apply to all locations unless specifically determined otherwise by COALITION.

b. PROVIDER agrees that in the event that this Contract is terminated under the provisions of paragraphs 55 or 56, and PROVIDER's eligibility is not revoked under paragraph 57 part a., the parties may not enter into another contract for VPK services for the remainder of the contract term of this Contract.

58. **Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V of Chapter 1002, of the Florida Statutes or Chapter 6M-8, F.A.C., COALITION may revoke PROVIDER'S eligibility in accordance with Rule 6M-8.702, F.A.C., if the noncompliance is upheld by the early learning coalition review hearing committee.

59. **Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION must terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER must be paid for the documented VPK hours completed prior to termination of this Contract.

60. **Fraud.**

a. **Suspension or Termination for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 61. This review shall be limited to a determination of whether COALITION has reasonable belief that fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Division, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

b. **Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., for a period of five (5) years.

c. **Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

61. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.73(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK

Provider Contract is being examined.

62. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which locations previously part of this Contract have been removed. This information must be provided in the Provider Portal. This Contract will remain in force and effect as to all locations in Exhibit 1 that are not modified.

63. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract that is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

64. **Information Change Notification**. PROVIDER agrees that it will comply with each of the following notification requirements:

- **a.** Provide notice to COALITION of class transfers of children at the same provider location within fourteen (14) calendar days;
- **b.** Provide notice to COALITION of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes, in accordance with Rule 6M-8.300, F.A.C.;
- **c.** Provide notice of temporary closure in accordance with the requirements of Rule 6M-8.204, F.A.C.;
- **d.** Provide notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days.
- **e.** Provide notice to COALITION of a request for an additional program assessment in accordance with Rule 6M-8.621, F.A.C. PROVIDER acknowledges additional assessments are at PROVIDER's expense. The cost of the additional program assessment charged by COALITION is: _____.

65. **Child Care Resource & Referral (CCR&R) Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information must be provided in the Provider Portal.

66. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION will constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.

67. Notification of Disqualification or Public Assistance Fraud.

a. PROVIDER must notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

b. PROVIDER must notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

XIII. INDEMNIFICATION

68. Indemnification. PROVIDER will be fully liable for and indemnify, defend, and hold harmless COALITION, Division, and all of their officers, directors, agents, contractors, subcontractors, and employees from and against any and all third-party claims, suits, actions, damages, judgments, and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors, or employees' acts, actions, neglect, or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S. If PROVIDER is a child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense as identified in s. 1002.55(3)(a), F.S., PROVIDER is subject to the Federal Tort Claims Act, 28 U.S.C., ss. 2671 et seq.

XIV. SEVERABILITY

69. Severability. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XV. AMENDMENTS

70. Only Authorized Amendments. Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form DEL-VPK 20A, Amendment to Statewide Voluntary Prekindergarten Provider Contract; and Form DEL-VPK 20PP or Form DEL-VPK 20PS, as described in paragraph 7.

XVI. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, will result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

Warranty of Authority. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

	Sarah Leonardi
Signature of President/Vice President/ Name Secretary/Officer/Owner/Principal/Other Authorized Representative ☐ By Electronic Signature	**Print**
Chair, The School Board of Broward County, Florida	
Title	**Date**

	Dr. Howard Hepburn
Provider's Additional Signatory (If required by Name the Provider) ☐ By Electronic Signature	**Print**
Superintendent	
Title	**Date**

Nicole Vele	Nicole Vele GrayRobinson, P.A. as Cadre Counsel for Office of General Counsel
Provider's Additional Signatory (If required by the Provider) ☒ By Electronic Signature	**Print Name**
Assistant General Counsel	April 23, 2026
Title	**Date**

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

Renee Jaffe	Renee Jaffe
Signature of Authorized Coalition Representative ☒ By Electronic Signature	**Print Name**
CEO, Early Learning Coalition of Broard County, Inc.	04/22/2026
Title	**Date**

** Electronic signature: By providing this electronic signature, I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20

Exhibit 1: Provider Location List

Provider Legal Name: The School Board of Broward County, Florida
(doing business as) _____

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

☐ **Not Applicable**

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION's service area, PROVIDER must complete a Provider Location List in a table format with the following rows:

- Location Number (optional)
- Location Legal Name
- Doing Business As Name (if applicable)
- Physical Address
- Employer Identification Number (EIN)
- School Year (Y/N)
- Summer (Y/N)
- Provider on Probation (Y/N)
- Operating Under Good Cause Exemption (Y/N)
- Incomplete Status (Y/N)
- School Year Composite Program Assessment Score
- Summer Composite Program Assessment Score
- Official Use Only (for coalition use)

Exhibit 2: Due Process Procedures

Provider Legal Name: The School Board of Broward County, Florida

1. Purpose of Exhibit. Early learning coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an early learning coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law (s. 268.011, F.S.) and is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address coalition staff or sub-contractor staff regarding the coalition's action and to present supporting evidence before a Review Hearing Committee. The provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the coalition receives a request for review hearing from the provider, the coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three (3) but no more than five (5) members of the Coalition Board. The Chair of the coalition's board shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the coalition board is available, then the

requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the coalition staff or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee must assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question coalition staff or sub-contractor staff regarding the determinations of the coalition and to present evidence before the Review Hearing Committee. The coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Committee Decision. Following completion of the presentation by the provider and the coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its deliberations, the Review Hearing Committee must determine:

i. If the determination made by the coalition was correct, in whole or in part, or incorrect.

ii. If no part of the determination made by the coalition was correct, then the provider is not required to take further action.

iii. If any part of the determination made by the coalition is correct, the Committee must identify the portion(s) determined to be correct and, as applicable, decide:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or

B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee must ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program must be included in the notice. The Chair of the Review Hearing Committee must approve the notice and ensure it is made public within ten (10) business days of the conclusion of the review hearing.

STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PUBLIC SCHOOL ATTACHMENT FORM DEL-VPK 20PS

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the _____ day of _____, 20 26 , by and between the Early Learning Coalition of Broward County, Inc. (herein referred to as "COALITION"), and The School Board of Broward County, Florida (herein referred to as "PROVIDER"), with its principal offices located at _____.

2. **Provider Type.** This Attachment is designed for use by public school districts and/or public schools. If a VPK site under this Contract is a charter school, COALITION must confirm that the VPK Program is in its charter before use of this Attachment.

II. PUBLIC SCHOOLS

3. **Monitoring Assurance.** The school district understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program at public schools, and that COALITION will monitor public schools for compliance with the requirements of offering the VPK Program, in accordance with sections 1002.61(10) and 1002.63(9), F.S.

4. **Summer Funding.** Each school district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form DEL-VPK 20) in accordance with s. 1002.71(3)(d), F.S.

5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S., for student transportation funds.

6. **School District Authorization.** An authorized school district representative must be a signatory of this Contract.

EXHIBIT 1: Provider Location List

School Name	Loc #	Address	EIN #	School Year	Summer	Provider on Probation	Good Cause Exemption	Incomplete Status	School Year Composite Score	Summer Composite Score	Official Use Only
Atlantic West Elementary	2511	301 NW 69 Terrace, Margate, FL 33063	59-6000530	Y	Y	N	N	N			
Banyan Elementary	2001	8800 NW 50 Street, Sunrise, FL 33351	59-6000530	Y	Y	N	N	N			
Bayview Elementary	0641	1175 Middle River Drive, Ft. Lauderdale, FL 33304	59-6000530	Y	Y	N	N	N	6.13		
Beachside Montessori Village Elementary	2041	2230 Lincoln Street, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N			
Bennett Elementary	0201	1755 NE 14 Street, Ft. Lauderdale, FL 33304	59-6000530	Y	Y	N	N	N			
Bethune Mary M. Elementary	0341	2400 Meade Street, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N			
Boulevard Heights Elementary	0971	7201 Johnson Street, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Broadview Elementary	0811	1800 SW 62 Avenue, Pompano Beach, FL 33068	59-6000530	Y	Y	N	N	N			
Broward Estates Elementary	0501	441 NW 35 Avenue, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Broward Virtual School	3921	1400 NW 44 Avenue, Coconut Creek, FL, FL 33066	59-6000530	Y	Y	N	N	N			
Castle Hill Elementary	1461	2640 NW 46 Avenue, Lauderhill, FL 33313	59-6000530	Y	Y	N	N	N			
Central Park Elementary	2641	777 N. Nob Hill Road, Plantation, FL 33322	59-6000530	Y	Y	N	N	N			
Challenger Elementary	3771	5703 NW 94 Avenue, Tamarac, FL 33321	59-6000530	Y	Y	N	N	N			
Chapel Trail Elementary	2961	19595 Taft Street, Pembroke Pines, FL 33029	59-6000530	Y	Y	N	N	N			
Coconut Creek Elementary	1421	500 NW 45 Avenue, Coconut Creek, FL 33066	59-6000530	Y	Y	N	N	N			
Coconut Palm Elementary	3741	13601 Monarch Lakes Blvd., Miramar, FL 33027	59-6000530	Y	Y	N	N	N			
Colbert Elementary	0231	2701 Plunkett Street, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N			
Collins Elementary	0331	1050 NW 2 Street, Dania, FL 33004	59-6000530	Y	Y	N	N	N			
Cooper City Elementary	1211	5080 SW 92 Avenue, Cooper City, FL 33328	59-6000530	Y	Y	N	N	N			
Coral Cove Elementary	2011	5100 SW 148th Avenue, Miramar, FL 33027	59-6000530	Y	Y	N	N	N			
Coral Park Elementary	3041	8401 Westview Drive, Coral Springs, FL 33067	59-6000530	Y	Y	N	N	N	6.42		
Coral Springs Elementary	2551	3601 NW 110 Avenue, Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N			
Country Hills Elementary	3111	10550 Westview Drive, Coral Springs, FL 33076	59-6000530	Y	Y	N	N	N			
Country Isles Elementary	2981	2300 Country Isles Road, Weston, FL 33326	59-6000530	Y	Y	N	N	N			
Cresthaven Elementary	0901	801 NE 25 Street, Pompano Beach, FL 33064	59-6000530	Y	Y	Y	N	N			
Croissant Park Elementary	0221	1800 SW 4 Avenue, Ft. Lauderdale, FL 33315	59-6000530	Y	Y	N	N	N			
Cypress Elementary	1781	851 SW 3 Avenue, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N			
Dania Elementary	0101	300 SE 2 Avenue, Dania, FL 33004	59-6000530	Y	Y	N	N	N			
Davie Elementary	2801	7025 SW 39 Street, Davie, FL 33314	59-6000530	Y	Y	N	N	N			
Deerfield Beach Elementary	0011	650 NE 1 Street, Deerfield Beach, FL 33441	59-6000530	Y	Y	N	N	N	6.19		
Deerfield Park Elementary	0391	650 SW 3rd Avenue, Deerfield Beach, FL 33441	59-6000530	Y	Y	N	N	N			
Dillard Elementary	0271	2330 NW 12 Court, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Discovery Elementary	3962	8800 NW 54 Court, Sunrise, FL 33351	59-6000530	Y	Y	N	N	N			
Dolphin Bay Elementary	3751	16450 Miramar Parkway, Miramar, FL 33027	59-6000530	Y	Y	N	N	N			
Drew, Charles Elementary	3221	1000 NW 31 Avenue, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N			
Driftwood Elementary	0721	2700 NW 69 Avenue, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Eagle Point Elementary	3461	100 Indian Trace, Weston, FL 33326	59-6000530	Y	Y	N	N	N	5.68		
Eagle Ridge Elementary	3441	11500 Westview Drive, Coral Springs, FL 33076	59-6000530	Y	Y	N	N	N			
Embassy Creek Elementary	3191	10905 SE Lake Blvd., Cooper City, FL 33026	59-6000530	Y	Y	N	N	N			
Endeavour Primary Learning Center	3301	2701 NW 56 Avenue, Lauderhill, FL 33313	59-6000530	Y	Y	N	N	N			
Everglades Elementary	2942	2900 Bonaventure Boulevard, Weston, FL 33331	59-6000530	Y	Y	N	N	N	6.39		
Fairway Elementary	1641	7850 Fairway Blvd., Miramar, FL 33023	59-6000530	Y	Y	N	N	N	5.33		
Flamingo Elementary	2541	1130 SW 133 Avenue, Davie, FL 33325	59-6000530	Y	Y	N	N	N	6.46		
Floranada Elementary	0851	5251 NE 14 Way, Ft. Lauderdale, FL 33334	59-6000530	Y	Y	N	N	N	6.22		
Forest Hills Elementary	2631	3100 NW 85 Avenue, Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N	6.5		
Foster, Stephen Elementary	0921	3471 SW 22 Street, Ft. Lauderdale, FL 33312	59-6000530	Y	Y	N	N	N	5.89		
Fox Trail Elementary	3531	1250 Nob Hill Road, Davie, FL 33324	59-6000530	Y	Y	N	N	N	6.11		
Gator Run Elementary	3642	1101 Arvida Parkway, Weston, FL 33327	59-6000530	Y	Y	N	N	N			
Griffin Elementary	2851	5050 SW 116 Avenue, Cooper City, FL 33330	59-6000530	Y	Y	N	N	N			
Hallandale Elementary	0131	900 SW 8th Street, Hallandale, FL 33009	59-6000530	Y	Y	N	N	N			
Harbordale Elementary	0491	900 SE 15 Street, Ft. Lauderdale, FL 33316	59-6000530	Y	Y	N	N	N			
Hawkes Bluff Elementary	3131	5900 SW 160 Avenue, Davie, FL 33331	59-6000530	Y	Y	N	N	N	6.61		
Heron Heights Elementary	3961	11010 Nob Hill Road, Parkland, FL 33076	59-6000530	Y	Y	N	N	N	6.64		
Hollywood Central Elementary	0121	1700 Monroe Street, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N			
Hollywood Hills Elementary	0111	3501 Taft Street, Hollywood, FL 33021	59-6000530	Y	Y	N	N	N			
Hollywood Park Elementary	1761	901 N. 69 Way, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Horizon Elementary	2531	2101 Pine Island Road, Sunrise, FL 33322	59-6000530	Y	Y	N	N	N	6.31		
Hunt, James S. Elementary	1971	7800 NW 35 Court, Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N			
Indian Trace Elementary	3181	400 Indian Trace, Weston, FL 33326	59-6000530	Y	Y	N	N	N			
King, Martin Luther Elementary	1611	591 NW 31 Avenue, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N	5.78		
Lake Forest Elementary	0831	3550 SW 48 Avenue, Pembroke Park, FL 33023	59-6000530	Y	Y	N	N	N			
Lakeside Elementary	3591	900 NW 136 Avenue, Pembroke Pines, FL 33028	59-6000530	Y	Y	N	N	N			
Larkdale Elementary	0621	3250 NW 12 Place, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Lauderhill Paul Turner Elementary	1381	1500 NW 49 Avenue, Lauderhill, FL 33313	59-6000530	Y	Y	N	N	N			
Liberty Elementary	3821	2450 Banks Road, Margate, FL 33063	59-6000530	Y	Y	N	N	N			
Lloyd Estates Elementary	1091	750 NW 41 Street, Oakland Park, FL 33309	59-6000530	Y	Y	N	N	N	5.44		
Manatee Bay Elementary	3841	19200 SW 36 Street, Weston, FL 33332	59-6000530	Y	Y	N	N	N			
Maplewood Elementary	2741	9850 Ramblewood Drive, Coral Springs, FL 33071	59-6000530	Y	Y	N	N	N			

EXHIBIT 1: Provider Location List

School Name	Loc #	Address	EIN #	School Year	Summer	Provider on Probation	Good Cause Exemption	Incomplete Status	School Year Composite Score	Summer Composite Score	Official Use Only
Margate Elementary	1161	6300 NW 18 Street, Margate, FL 33063	59-6000530	Y	Y	N	N	N	5.75		
Markham, Robert C. Elementary	1671	1501 NW 15 Avenue, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N	6.08		
Marshall, Thurgood Elementary	3291	800 NW 13 Street, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
McNab Elementary	0841	1350 SE 9th Avenue, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N			
Meadowbrook Elementary	0761	2300 SW 46th Avenue, Ft. Lauderdale, FL 33317	59-6000530	Y	Y	N	N	N			
Miramar Elementary	0531	6831 SW 26 Street, Miramar, FL 33023	59-6000530	Y	Y	N	N	N			
Mirror Lake Elementary	1841	1200 NW 72 Avenue, Plantation, FL 33313	59-6000530	Y	Y	N	N	N			
Morrow Elementary	2691	408 SW 76 Terrace, North Lauderdale, FL 33068	59-6000530	Y	Y	N	N	N	5.58		
Nob Hill Elementary	2671	2100 NW 104 Avenue, Sunrise, FL 33322	59-6000530	Y	Y	N	N	N	6.31		
Norcrest Elementary	0561	3951 NE 16 Avenue, Pompano Beach, FL 33064	59-6000530	Y	Y	N	N	N			
North Andrews Gardens Elementary	0521	345 NE 56 Street, Ft. Lauderdale, FL 33334	59-6000530	Y	Y	N	N	N			
North Fork Elementary	1191	101 NW 15 Avenue, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
North Lauderdale Elementary	2231	7500 Kimberly Blvd., No Lauderdale, FL 33068	59-6000530	Y	Y	N	N	N	5.81		
North Side Elementary	0041	120 NE 11 Street, Ft. Lauderdale, FL 33304	59-6000530	Y	Y	N	N	N			
Nova Blanche Forman Elementary	1282	3521 SW Davie Road, Davie, FL 33314	59-6000530	Y	Y	N	N	N			
Nova Dwight D. Eisenhower Elementary	1271	6501 SW 39 Street, Davie, FL 33314	59-6000530	Y	Y	N	N	N			
Oakland Park Elementary	0031	936 NE 33 Street, Oakland Park, FL 33334	59-6000530	Y	Y	N	N	N			
Oakridge Elementary	0461	1507 N. 28 Avenue, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N	6.58		
Orange Brook Elementary	0711	715 S. 46 Avenue, Hollywood, FL 33021	59-6000530	Y	Y	N	N	N	5.93		
Oriole Elementary	1831	3081 NW 39 Street, Lauderdale Lakes, FL 33309	59-6000530	Y	Y	N	N	N			
Palm Cove Elementary	3311	11601 Washington Street, Pembroke Pines, FL 33025	59-6000530	Y	Y	N	N	N			
Palmview Elementary	1131	2601 NE 1 Avenue, Pompano Beach, FL 33064	59-6000530	Y	Y	N	N	N			
Panther Run Elementary	3571	801 NW 172 Avenue, Pembroke Pines, FL 33029	59-6000530	Y	Y	N	N	N			
Park Lakes Elementary	3761	3925 North State Road 7, Lauderdale Lakes, FL 33319	59-6000530	Y	Y	N	N	N			
Park Ridge Elementary	1951	5200 NE 9 Avenue, Pompano Beach, FL 33064	59-6000530	Y	Y	N	N	N			
Park Springs Elementary	3171	5800 NW 66 Terrace, Coral Springs, FL 33067	59-6000530	Y	Y	N	N	N			
Park Trails Elementary	3781	10700 Trails End, Parkland, FL 33076	59-6000530	Y	Y	N	N	N			
Parkside Elementary	3631	10257 NW 29 Street, Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N			
Pasadena Lakes Elementary□	2071	8801 Pasadena Blvd., Pembroke Pines, FL 33024	59-6000530	Y	Y	N	N	N	5.89		
Pembroke Lakes Elementary	2661	11251 Taft Street, Pembroke Pines, FL 33026	59-6000530	Y	Y	N	N	N			
Pembroke Pines Elementary	1221	6700 SW 9 Street, Pembroke Pines, FL 33023	59-6000530	Y	Y	N	N	N	6.29		
Perry, Annabel C. Elementary	1631	6850 SW 34 Street, Miramar, FL 33023	59-6000530	Y	Y	N	N	N	6.33		
Peters Elementary	0931	851 NW 68 Avenue, Plantation, FL 33317	59-6000530	Y	Y	N	N	N			
Pines Lakes Elementary	2861	10300 Johnson Street, Pembroke Pines, FL 33026	59-6000530	Y	Y	N	N	N	5.31		
Pinewood Elementary	2811	1600 SW 83 Avenue, North Lauderdale, FL 33068	59-6000530	Y	Y	N	N	N	6.01		
Plantation Elementary	0941	651 NW 42 Avenue, Plantation, FL 33317	59-6000530	Y	Y	N	N	N			
Plantation Park Elementary	1251	875 SW 54 Avenue, Plantation, FL 33317	59-6000530	Y	Y	N	N	N			
Pompano Beach Elementary	0751	700 NE 13 Avenue, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N	5.11		
Quiet Waters Elementary	3121	4150 W. Hillsboro Blvd., Deerfield Beach, FL 33442	59-6000530	Y	Y	N	N	N			
Ramblewood Elementary	2721	8950 Shadow Wood Blvd., Coral Springs, FL 33071	59-6000530	Y	Y	N	N	N			
Riverglades Elementary	2891	7400 Parkside Drive, Parkland, FL 33067	59-6000530	Y	Y	N	N	N			
Riverland Elementary	0151	2600 SW 11 Court, Ft. Lauderdale, FL 33312	59-6000530	Y	Y	N	N	N			
Riverside Elementary	3031	11450 Riverside Drive, Coral Springs, FL 33071	59-6000530	Y	Y	N	N	N			
Rock Island Elementary	3701	2350 NW 19 Street, Oakland Park, FL 33311	59-6000530	Y	Y	N	N	N			
Royal Palm Elementary	1851	1951 NW 56 Avenue, Lauderhill, FL 33313	59-6000530	Y	Y	N	N	N	5.64		
Sanders Park Elementary	0891	800 NW 16 Street, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N			
Sandpiper Elementary	3061	3700 Hiatus Road, Sunrise, FL 33351	59-6000530	Y	Y	Y	N	N			
Sawgrass Elementary	3401	12655 NW 8th Street, Sunrise, FL 33325	59-6000530	Y	Y	N	N	N			
Sea Castle Elementary	2871	9600 Miramar Blvd., Miramar, FL 33025	59-6000530	Y	Y	N	N	N			
Sheridan Hills Elementary	1811	5001 Thomas Street, Hollywood, FL 33021	59-6000530	Y	Y	N	N	N			
Sheridan Park Elementary	1321	2310 N. 70 Terrace, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Silver Lakes Elementary	3371	2300 SW 173 Avenue, Miramar, FL 33029	59-6000530	Y	Y	N	N	N			
Silver Palms Elementary	3491	1209 NW 155 Avenue, Pembroke Pines, FL 33028	59-6000530	Y	Y	N	N	N	6.11		
Silver Ridge Elementary	3081	9100 SW 36 Street, Davie, FL 33328	59-6000530	Y	Y	N	N	N			
Silver Shores Elementary	3581	1701 SW 160 Avenue, Miramar, FL 33027	59-6000530	Y	Y	N	N	N			
Stirling Elementary	0691	5500 Stirling Road, Hollywood, FL 33021	59-6000530	Y	Y	N	N	N			
Sunland Park Elementary	0611	919 NW 13 Avenue, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Sunset Lakes Elementary	3661	18400 SW 25 Street, Miramar, FL 33029	59-6000530	Y	Y	N	N	N	6.28		
Sunshine Elementary	1171	7737 W. LaSalle Blvd., Miramar, FL 33023	59-6000530	Y	Y	N	N	N			
Tamarac Elementary	2621	7601 N. University Drive, Tamarac, FL 33321	59-6000530	Y	Y	N	N	N	6.28		
Tedder Elementary	0571	4157 NE 1 Terrace, Pompano Beach, FL 33064	59-6000530	Y	Y	N	N	N			
Tradewinds Elementary	3481	5400 Johnson Road, Coconut Creek, FL 33073	59-6000530	Y	Y	N	N	N			
Tropical Elementary	0731	1500 SW 66 Avenue, Plantation, FL 33317	59-6000530	Y	Y	N	N	N			
Village Elementary	1621	2100 NW 70 Avenue, Sunrise, FL 33313	59-6000530	Y	Y	N	N	N			
Walker Elementary	0321	1001 NW 4 Street, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Watkins Elementary	0511	3520 SW 52 Avenue, Hollywood, FL 33023	59-6000530	Y	Y	N	N	N			
Welleby Elementary	2881	3230 Nob Hill Road, Sunrise, FL 33351	59-6000530	Y	Y	N	N	N	6.15		
West Hollywood Elementary	0161	6301 Hollywood Blvd., Hollywood, FL 33024	59-6000530	Y	Y	N	N	N	6.42		

EXHIBIT 1: Provider Location List

School Name	Loc #	Address	EIN #	School Year	Summer	Provider on Probation	Good Cause Exemption	Incomplete Status	School Year Composite Score	Summer Composite Score	Official Use Only
Westchester Elementary	2681	12405 Royal Palm Blvd., Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N			
Westwood Heights Elementary	0631	2861 SW 9 Street, Ft. Lauderdale, FL 33312	59-6000530	Y	Y	N	N	N			
Wilton Manors Elementary	0191	2401 NE 3 Avenue, Ft. Lauderdale, FL 33305	59-6000530	Y	Y	N	N	N			
Winston Park Elementary	3091	4000 Winston Park Blvd., Coconut Creek, FL 33073	59-6000530	Y	Y	N	N	N			
Young, Virginia Shuman Elementary	3321	101 NE 11 Avenue, Ft. Lauderdale, FL 33301	59-6000530	Y	Y	N	N	N			
Apollo Middle	1791	6800 Arthur Street, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Attucks Middle	0343	3500 N. 22 Avenue, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N			
Bair Middle	2611	9100 NW 21 Manor, Sunrise, FL 33322	59-6000530	Y	Y	N	N	N			
Coral Springs Middle	2561	10300 W. Wiles Road, Coral Springs, FL 33076	59-6000530	Y	Y	N	N	N			
Crystal Lake Middle	1871	3551 NE 3 Avenue, Pompano Beach, FL 33064	59-6000530	Y	Y	N	N	N			
Dandy, William Middle	1071	2400 NW 26 Street, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Deerfield Beach Middle	0911	701 SE 6 Avenue, Deerfield Beach, FL 33441	59-6000530	Y	Y	N	N	N			
Driftwood Middle	0861	2751 NW 70 Terrace, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Falcon Cove Middle	3622	4251 Bonaventure Blvd, Weston, FL 33332	59-6000530	Y	Y	N	N	N			
Forest Glen Middle	3051	6501 Turtle Run Blvd., Coral Springs, FL 33067	59-6000530	Y	Y	N	N	N			
Glades Middle	2021	16700 SW 48 Court, Miramar, FL 33027	59-6000530	Y	Y	N	N	N			
Gulfstream Middle (M-1)	3931	120 SW 4th Avenue, Hallandale Beach, FL 33009	59-6000530	Y	Y	N	N	N			
Indian Ridge Middle	3471	1355 Nob Hill Road, Davie, FL 33324	59-6000530	Y	Y	N	N	N			
Lauderdale Lakes Middle	1701	3911 NW 30 Avenue, Lauderdale Lakes, FL 33309	59-6000530	Y	Y	N	N	N			
Lauderhill 6-12 STEM-MED Magnet School	1391	1901 NW 49 Avenue, Lauderhill, FL 33313	59-6000530	Y	Y	N	N	N			
Lyons Creek Middle	3101	4333 Sol Press Blvd., Coconut Creek, FL 33073	59-6000530	Y	Y	N	N	N			
Margate Middle	0581	500 NW 65 Avenue, Margate, FL 33063	59-6000530	Y	Y	N	N	N			
McNicol Middle	0481	1602 S. 27 Avenue, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N			
Millennium Middle	4772	5803 NW 94 Avenue, Tamarac, FL 33321	59-6000530	Y	Y	N	N	N			
New Renaissance Middle	3911	10701 Miramar Blvd., Miramar, FL 33025	59-6000530	Y	Y	N	N	N			
New River Middle	0881	3100 Riverland Road, Ft. Lauderdale, FL 33312	59-6000530	Y	Y	N	N	N			
Nova Middle	1311	3602 College Avenue, Davie, FL 33314	59-6000530	Y	Y	N	N	N			
Olsen Middle	0471	330 SE 11 Terrace, Dania, FL 33004	59-6000530	Y	Y	N	N	N			
Parkway Middle	0701	3600 NW 5th Court, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Perry, Henry D. Middle	1011	3400 Wildcat Way, Miramar, FL 33023	59-6000530	Y	Y	N	N	N			
Pines Middle	1881	200 N.W. Douglas Road, Pembroke Pines, FL 33024	59-6000530	Y	Y	N	N	N			
Pioneer Middle	2571	5350 SW 90 Avenue, Cooper City, FL 33328	59-6000530	Y	Y	N	N	N			
Plantation Middle	0551	6600 W. Sunrise Blvd., Plantation, FL 33313	59-6000530	Y	Y	N	N	N			
Pompano Beach Middle	0021	310 NE 6 Street, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N			
Ramblewood Middle	2711	8505 W. Atlantic Blvd., Coral Springs, FL 33071	59-6000530	Y	Y	N	N	N			
Rickards, James S. Middle	2121	6000 NE 9th Avenue, Oakland Park, FL 33334	59-6000530	Y	Y	N	N	N			
Sawgrass Springs Middle	3431	12500 West Sample Road, Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N			
Seminole Middle	1891	6200 SW 16 Street, Plantation, FL 33317	59-6000530	Y	Y	N	N	N			
Silver Lakes Middle	2971	7600 Tam O'Shanter Blvd., No Lauderdale, FL 33068	59-6000530	Y	Y	N	N	N			
Silver Trail Middle	3331	18300 Sheridan Street, Pembroke Pines, FL 33331	59-6000530	Y	Y	N	N	N			
Sunrise Middle	0251	1750 NE 14 Street, Ft. Lauderdale, FL 33304	59-6000530	Y	Y	N	N	N			
Tequesta Trace Middle	3151	1800 Indian Trace, Weston, FL 33326	59-6000530	Y	Y	N	N	N			
Westglades Middle	3871	11000 Holmberg Road, Parkland, FL 33076	59-6000530	Y	Y	N	N	N			
Westpine Middle	2052	9393 NW 50 Street, Sunrise, FL 33351	59-6000530	Y	Y	N	N	N			
Young, Walter C. Middle	3001	901 NW 129 Avenue, Pembroke Pines, FL 33028	59-6000530	Y	Y	N	N	N			
Anderson, Boyd H. High	1741	3050 NW 41 Street, Lauderdale Lakes, FL 33369	59-6000530	Y	Y	N	N	N			
Atlantic Technical College/High	2221	4700 Coconut Creek Pkwy, Coconut Creek, FL 33063	59-6000530	Y	Y	N	N	N			
Coconut Creek High	1681	1400 NW 44 Avenue, Coconut Creek, FL 33066	59-6000530	Y	Y	N	N	N			
College Academy @ BC	3851	3501 SW Davie Road, Davie, FL 33314	59-6000530	Y	Y	N	N	N			
Cooper City High	1931	9401 Stirling Road, Cooper City, FL 33328	59-6000530	Y	Y	N	N	N			
Coral Glades High	3861	2700 Sportsplex Drive, Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N	6.5		
Coral Springs High	1151	7201 W. Sample Road, Coral Springs, FL 33065	59-6000530	Y	Y	N	N	N			
Cypress Bay High	3623	18600 Vista Park Blvd., Weston, FL 33332	59-6000530	Y	Y	N	N	N			
Deerfield Beach High	1711	910 SW 15 Street, Deerfield Beach, FL 33441	59-6000530	Y	Y	N	N	N			
Dillard High	0371	2501 NW 11 Street, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Ely, Blanche High	0361	1201 NW 6 Avenue, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N			
Everglades High	3731	17100 SW 48 Court, Miramar, FL 33027	59-6000530	Y	Y	N	N	N			
Flanagan, Charles W. High	3391	12800 Taft Street, Pembroke Pines, FL 33028	59-6000530	Y	Y	N	N	N			
Fort Lauderdale High	0951	1600 NE 4 Avenue, Ft. Lauderdale, FL 33305	59-6000530	Y	Y	N	N	N			
Hallandale High	0403	720 NW 9 Avenue, Hallandale, FL 33009	59-6000530	Y	Y	N	N	N			
Hollywood Hills High	1661	5400 Stirling Road, Hollywood, FL 33021	59-6000530	Y	Y	N	N	N			
McArthur High	0241	6501 Hollywood Blvd., Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Miramar High	1751	3601 SW 89 Avenue, Miramar, FL 33025	59-6000530	Y	Y	N	N	N			
Miramar High	1751	3601 SW 89 Avenue, Miramar, FL 33025	59-6000530	Y	Y	N	N	N			
Monarch High	3541	5050 Wiles Road, Coconut Creek, FL 33073	59-6000530	Y	Y	N	N	N			
Northeast High	1241	700 NE 56 Street, Oakland Park, FL 33334	59-6000530	Y	Y	N	N	N			
Nova High	1281	3600 College Avenue, Davie, FL 33314	59-6000530	Y	Y	N	N	N			
Piper High	1901	8000 NW 44 Street, Sunrise, FL 33351	59-6000530	Y	Y	N	N	N			

EXHIBIT 1: Provider Location List

School Name	Loc #	Address	EIN #	School Year	Summer	Provider on Probation	Good Cause Exemption	Incomplete Status	School Year Composite Score	Summer Composite Score	Official Use Only
Plantation High	1451	6901 NW 16 Street, Plantation, FL 33313	59-6000530	Y	Y	N	N	N			
Pompano Beach High	0185	600 NE 13th Avenue, Pompano Beach, FL 33060	59-6000530	Y	Y	N	N	N			
South Broward High	0171	1901 N. Federal Highway, Hollywood, FL 33020	59-6000530	Y	Y	N	N	N			
South Plantation High	2351	1300 Paladin Way, Plantation, FL 33317	59-6000530	Y	Y	N	N	N			
Stoneman Douglas High	3011	5901 Pine Island Road, Parkland, FL 33076	59-6000530	Y	Y	N	N	N			
Stranahan High	0211	1800 SW 5 Place, Ft. Lauderdale, FL 33312	59-6000530	Y	Y	N	N	N			
Taravella, J.P. High	2751	10600 Riverside Drive, Coral Springs, FL 33071	59-6000530	Y	Y	N	N	N			
West Broward High	3971	500 NW 209 Avenue, Pembroke Pines, FL 33029	59-6000530	Y	Y	N	N	N	6.28		
Western High	2831	1200 SW 136 Avenue, Davie, FL 33325	59-6000530	Y	Y	N	N	N			
Atlantic Tech Center @ Arthur Ashe	4702	1701 NW 23 Avenue, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Bright Horizons Center	0871	3901 NE 1 Terrace, Pompano Beach, FL 33064	59-6000530	Y	Y	N	N	N			
Cross Creek School	3222	1010 NW 31 Avenue, Pompano Beach, FL 33069	59-6000530	Y	Y	N	N	N			
Cypress Run Education Center	2123	2800 NW 30 Avenue, Pompano Beach, FL 33069	59-6000530	Y	Y	N	N	N			
Dave Thomas/Charles Drew Res. Ctr.	0431	2600 NW 9th Ct, Pompano Beach, FL 33069	59-6000530	Y	Y	N	N	N			
Henry D. Perry Education Center	6501	3400 Wildcat Way, Miramar, FL 33023	59-6000530	Y	Y	N	N	N			
Lanier James Education Center	0405	1050 NW 7 Court, Hallandale, FL 33009	59-6000530	Y	Y	N	N	N			
Lauderdale Manors Early Learning Ctr.	0161	400 NW 14th Ct, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			
Off Campus Learning Centers	6501	1000 SW 3 Street, Hallandale, FL 33009	59-6000530	Y	Y	N	N	N			
Off Campus Learning Centers	6501	1000 SW 3 Street, Hallandale, FL 33009	59-6000530	Y	Y	N	N	N			
Pine Ridge Education Center	0653	1251 SW 42 Avenue, Ft. Lauderdale, FL 33317	59-6000530	Y	Y	N	N	N			
Seagull Alternative High	0601	425 SW 28th St, Ft. Lauderdale, FL 33315	59-6000530	Y	Y	N	N	N			
Sheridan Technical /Center High	1051	5400 W. Sheridan Street, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
The Quest Center	1021	6401 Charleston Street, Hollywood, FL 33024	59-6000530	Y	Y	N	N	N			
Whiddon-Rogers Education Center	0452	700 SW 26th Street, Ft. Lauderdale, Fl 33315	59-6000530	Y	Y	N	N	N			
Whispering Pines School	1752	3609 SW 89 Avenue, Miramar, FL 33025	59-6000530	Y	Y	N	N	N			
Wingate Oaks Center	0991	1211 NW 33 Terrace, Ft. Lauderdale, FL 33311	59-6000530	Y	Y	N	N	N			

202600876_ELC_DEL_VPK_2026 VPK_Statewide_Contract LS NAPV 04.03.26.1

Final Audit Report 2026-04-23

Created:	2026-04-22
By:	Lizbeth DelVecchio (ldelvecchio@elcbroward.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAATWgHRWsUEElqppt7JR8q5ys7hT4tQ0E

"202600876_ELC_DEL_VPK_2026 VPK_Statewide_Contract LS NAPV 04.03.26.1" History

Document created by Lizbeth DelVecchio (ldelvecchio@elcbroward.org)
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Email viewed by Renee Jaffe (rjaffe@elcbroward.org)
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Document e-signed by Renee Jaffe (rjaffe@elcbroward.org)
Signature Date: 2026-04-23 - 3:29:37 AM GMT - Time Source: server

Agreement completed.
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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Student Services

Agenda Item Number:	AA-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Marlins Stadium Operator, LLC Agreement

REQUESTED ACTION:

Approve the Agreement between the Marlins Stadium Operator, LLC and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The form of agreement has been approved by GrayRobinson, P.A. as Cadre Counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Saemone Hollingsworth	Phone:	754-321-1778
Name:	Marisa Sotelo	Phone:	754-321-1550

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Marlins Stadium Operator, LLC

Board Meeting Date: June 9, 2026

Requested Action:
Approve the agreement between the Marlins Stadium Operator, LLC and Broward County Public Schools for the "Good Student" Attendance Program.

General Information

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

District-zone Impact/Board Member:	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If this proposal is approved, we will be able to provide an incentive for students who have demonstrated perfect, regular, and improved school attendance with 2 free tickets to a Marlins game.
If the School Board votes "No"	• If this proposal is not approved, students will not receive an incentive for school attendance to attend a Marlins baseball game.
Alignment to the 2027 Strategic Goals and Guardrails	• This agreement is aligned with Guardrail 4: Wellness Support; the goal is motivating, recognizing, and incentivizing students and families for regular school attendance.
Measurable Outcome(s)/Return on Investment	• The anticipated outcome from continuing this program is to ensure that the 10,000 vouchers offered through the agreement are redeemed. The marketing distribution of this program will promote daily attendance and encourage improved school engagement.

Background/History
The District Attendance Office and the Marlins have collaborated on a recognition program for BCPS students, since 2017. Both organizations will continue this annual tradition of recognizing students and families for their perfect, regular, and/or improved school attendance. Perfect attendance is defined as zero absences from school;

regular attendance is defined as having attended school 95% of the school year. Improved attendance recipients have shown an improvement in their attendance patterns during SY26 compared to SY25.

The Marlins will provide the School Board of Broward County with a digital voucher along with a unique redemption code for each eligible student to attend a Marlins baseball game for free. This agreement provides vouchers with 2 free tickets for students eligible through the end of the 4th marking period. Parents may purchase additional family and friends' tickets at a discounted price for Broward County Public School students. Families are not required to attend or purchase tickets if they are not interested in participating.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Date of approval through September 30, 2026
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**:

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

Budget Impact Summary Statement: There is no financial impact to the District.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)

N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	This partnership supports schools by providing an incentive to students with strong or improved attendance that promotes a positive school climate, while strengthening family engagement, and reinforcing the connection between student success and attending school every day.
School Selection /Prioritization	Students who demonstrate perfect, regular, and/or improved school attendance during SY26 will receive the voucher for two tickets.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Agreement

AGREEMENT

This Student Attendance Program Agreement ("AGREEMENT") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MARLINS STADIUM OPERATOR, LLC
(hereinafter referred to as "Marlins"),
whose principal place of business is
501 Marlins Way
Miami, Florida 33125

RECITALS

A. **WHEREAS**, the Marlins desire to provide a group ticket offer to create excitement towards the importance of attendance and good behavior within K-12 education programs; and

B. **WHEREAS**, the Marlins desire to welcome students who meet the attendance and good behavior criteria set by SBBC through the 3rd quarter of the 2025-2026 school year ("Eligible Students"). Subject to the terms and conditions contained herein, Eligible Students will have the opportunity to receive two (2) complimentary tickets to attend one (1) select 2026 Miami Marlins' regular season home game at loanDepot park ("Ballpark").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on September 30, 2026, unless terminated earlier pursuant to the Termination Section 3.5 of this Agreement.

2.2 **Student Attendance Program.**

2.2.1 The parties shall collaborate to create a Broward County Attendance Program/Marlins Certificate of Completion Program (collectively, the "Program") to motivate and inspire students to have great attendance and good behavior within the K-12 education programs.

2.2.2 Each Eligible Student will receive a digital Program Certificate of Completion award ("Certificate"). The Marlins shall create and deliver the Certificate to SBBC, and SBBC shall be responsible for sharing the Certificate with Eligible Students.

2.2.3 The Marlins shall provide SBBC with a unique digital redemption code ("Code") for each Eligible Student who receives a Certificate; provided, however, that, notwithstanding anything to the contrary herein, the Marlins shall not provide more than ten thousand (10,000) Codes. SBBC shall be responsible for sharing each Code with the applicable Eligible Student. Each Code may be redeemed for up to two (2) complimentary tickets to one (1) select 2026 Miami Marlins' regular season home game at the Ballpark ("Selected Game"), subject to availability and certain blackout dates as determined by the Marlins in its sole and reasonable discretion. The specific home game(s) and seat location(s) available for Code redemption will be displayed at the time of redemption and determined by the Marlins in its sole discretion. Instructions for the redemption of Codes shall be provided by the Marlins to SBBC. Redemption is only available online, and the Codes cannot be redeemed by telephone or at the Ballpark box office.

2.2.3 Friends and family members will have an opportunity to celebrate with their Eligible Student. Friends and family members of Eligible Students will be able to purchase additional tickets to the Selected Game at a discounted rate, as determined by the Marlins in its sole discretion.

2.2.4 All Miami Marlins game tickets granted hereunder or otherwise acquired in connection with the Program shall be subject to the standard restrictions, terms, and conditions: (a) set forth by the Marlins and/or MLB including, but not limited to, those displayed at the time of delivery and redemption of the Code and those of generally applicable to use and purchase of Miami Marlins game tickets (available at www.marlins.com/ticketterms); (b) generally applicable to all patrons of the Ballpark; and (c) contained within this Agreement.

2.3 **No Disclosure of SBBC Education Records and Employee Records.**
SBBC shall not disclose any education records to the Marlins pursuant to this Agreement. However, should the Marlins come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. The Marlin's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to the Marlins. Should the Marlins come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.4 **Marlins Safeguarding the Confidentiality of Education Records.**

2.4.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, The Marlins shall:

2.4.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.x.1.2 hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

2.x.1.3 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.4.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, The Marlins shall:

2.4.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.4.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.4.2.3 notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.4.2.4 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.4.2.5 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.5 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Student Prevention & Wellness Initiatives The School Board of Broward County, Florida 1400 NW 14 Court Fort Lauderdale, Florida 33311
To MARLINS:	Marlins Stadium Operator, LLC 501 Marlins Way Miami, Florida 33125

Attention: Ryan Davenport

With a Copy to: Marlins Stadium Operator, LLC
501 Marlins Way
Miami, Florida 33125
Attention: Benjamin Lash

2.6 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.6 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.6.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence. Subject to and within the limits of

Section 768.28, Florida Statutes, SBBC also agrees to indemnify, hold harmless and defend the Marlins, its agents, servants and employees from any and all third-party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which Marlins, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of SBBC's operation of the Program; the products, goods or services furnished by SBBC, its agents, servants or employees in connection with this Agreement; any conduct or activities by SBBC in connection with the Program or this Agreement that violate any applicable law; or the gross negligence of SBBC or the gross negligence of SBBC agents when acting within the scope of their employment and in fulfilling SBBC's obligations hereunder, except, in each case, to the extent such losses were the direct result of the gross negligence or willful misconduct of Marlins.

2.6.2 By Marlins. Marlins agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third-party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Marlins, its agents, servants or employees in connection with this Agreement; or the gross negligence of Marlins or the gross negligence of Marlins agents when acting within the scope of fulfilling the Marlins' obligations hereunder, except, in each case, to the extent such losses were the direct result of the gross negligence or willful misconduct of SBBC.

2.7 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.8 **Nondiscrimination**.

2.8.1 As a condition of entering into this Agreement, Marlins, to the best of its knowledge, represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.8.2 As part of such compliance, Marlins shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers under this Agreement, nor shall Marlins retaliate against any person for reporting instances of such

discrimination. Marlins shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities under this Agreement, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Marlins understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement, and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 Default. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to

cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon ten (10) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated by either party during the Term hereof, (a) with or without cause, upon thirty (30) calendar days' written notice to the other party of its desire to terminate this Agreement or (b) by providing written notice to the other party if the other party fails to perform or breaches any material obligation, term, covenant, representation, or condition of this Agreement in accordance with section 3.4 above. . Upon termination of this Agreement, both parties shall be relieved of all obligations under this Agreement accruing after the effective date of termination (other than with respect to any terms of this Agreement that survive termination), including, without limitation, Marlins' obligation to provide the Codes and/or honor the redemption of the Codes, and section 2.6.2 of this Agreement.

3.5 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, and all SBBC, MLB, Marlins, and Ballpark policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.6 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.7 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement. If any legal proceeding arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, litigation expenses, and court costs, in addition to any other remedy it may obtain or be awarded. Litigation expenses shall include investigative and expert witness fees and expenses whether or not such items are otherwise recoverable under general law.

3.8 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.9 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.10 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party, except that the Marlins may assign this Agreement to any party provided that simultaneously with such assignment, the Marlins is merged or consolidated with such assignee or such assignee acquires all or substantially all of the assets of the Marlins, such assignee assumes all obligations under this Agreement, and written notice is provided to SBBC together with a copy of an assignment and assumption agreement. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.11 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.12 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.13 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.14 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.15 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.16 **Force Majeure**. Neither party shall be liable for failure to perform any of its obligations hereunder when such failure is caused by or results from a force majeure event or a conflict with any Ballpark or MLB limitations which are outside of the party's respective control. For purposes of this Agreement, a "force majeure event" includes, without limitation, fires, floods, hurricanes, earthquakes, governmental restrictions or prohibitions, labor disputes (including strikes, sympathy strikes, and lockouts), riots, civil commotion, acts or threats of war, terrorist acts (or threats thereof), acts of God, declared states of emergency, epidemics, pandemics, and/or any other significant events the occurrence of which is beyond the reasonable control of either party. Should any obligation of any party hereunder be suspended or delayed due to a force majeure event, such suspension or delay shall not be a breach by that party and that party's time for performance shall be extended by the period of the suspension or delay, but in no event beyond a period of sixty (60) days, after which time either party may terminate this Agreement upon written notice. In the event that the services to be provided hereunder by SBBC are suspended or delayed due to a force majeure event, the issuance of codes by Marlins shall also be suspended or delayed until performance of such services has been completed. In the event that it is impossible or impractical for SBBC to perform the services in the manner contemplated hereunder or if the purpose of the services to be performed by SBBC has been frustrated, in part or in whole, due to a force majeure event, then upon written notice thereof from the Marlins, the Marlins shall be relieved from issuing any further codes. . Upon termination of this Agreement, both parties shall be relieved of all obligations under this Agreement accruing after the effective date of termination (other than with respect to any terms of this Agreement that survive termination), including, without limitation, Marlins' obligation to provide the Codes and/or honor the redemption of the Codes.

3.17 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to maintain and allow inspection and audit of records as may be required by law, obligations to maintain the confidentiality of records (if any), reporting requirements, and

any other provisions that by their nature are appropriate to apply after termination shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.22 **MLB Subservience.** Notwithstanding any other provision of this Agreement, this Agreement and any rights granted by the Marlins hereunder are subordinate to and shall not, in all aspects, conflict with any present or future Major League Baseball ("MLB") rules, regulations, guidelines, mandates, policies, bulletins, directives, agreements, and/or governing documents.

3.23 **Intellectual Property Rights**. SBBC shall not use, the name or any of the logos, colors, trademarks, copyrights, service marks, or other designs, images, visual or audio representations, or identifying features of the Marlins, Marlins Stadium Operator, LLC, or loanDepot park, or any employee of the foregoing entities (individually, a "Marlins Mark"; collectively, the "Marlins Marks") in any form or manner, including, but not limited to, implied endorsements or product approvals, any reference, photos, and/or social media posts related to or in connection with SBBC's provision of services hereunder, without the written permission of the Marlins. Such written permission must state the specific use of the Marlins Marks and in what manner and locations it will be displayed. SBBC agrees that nothing in this Agreement is intended to convey any rights to the Marlins Marks, and that as between the parties, the Marlins shall at all times own and retain full rights to the Marlins Marks.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard D. Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., GrayRobinson, P.A.
as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____

Dr. Howard D. Hepburn
Superintendent of Schools

Date: _____

To be executed by Chair on preceding page

_____
Witness Signature
Print Name: _____

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR MARLINS:

(Corporate Seal)

MARLINS STADIUM OPERATOR, LLC
Nathan Medrano, Vice President, Ticket Sales & Service

ATTEST:

By: _____

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Ryan Nichols

Print Name: Nathan Medrano

Title: VP, Ticket Sales and Service

Date: 5/20/26

_____
Witness Signature
Print Name: Aaron Caputo

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

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 05/20/26 (*date*) by Nathan Medrano (*name of officer or agent, title of officer or agent*) of Marlins Stadium Operator LLC (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 20 day of 05, 2026
My Commission Expires:

Clara Andrade
Signature – Notary Public

(SEAL)

Notary Public State of Florida
Clara Andrade
My Commission HH 456992
Expires 10/22/2027

Clara Andrade
Printed Name of Notary

HH 456992
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	BB. Board Members
DEPARTMENT:	Board Member - District 7

Agenda Item Number:	BB-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY 2026-2027 Membership Dues to the Council of Great City Schools (CGCS)

REQUESTED ACTION:

Approve Payment of FY 2026-2027 Membership Dues to the Council of Great City Schools (CGCS). District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Invoice
- Member Services Report

FINANCIAL IMPACT:

$73,035.00 from the Board Office General Fund

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications May 7,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

FY 2026-2027 Membership Dues to the Council of Great City Schools

Board Meeting Date: June 9, 2026

Requested Action: Approve Payment of FY 2026-2027 Membership Dues to the Council of Great City Schools (CGCS)

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	The Board members will retain membership in the Council of Great City Schools.
If the School Board votes "No"	The Board members will lose their membership in the Council of Great City Schools.
Alignment to the 2027 Strategic Goals and Guardrails	• Board/Business Governance
Measurable Outcome(s)/Return on Investment	Board members receive legislative, communications, research and technical services that are specifically customized to meet the needs of our district for continuous improvement.

Background/History:
The Board has maintained a longstanding membership in CGCS. No organization fights more aggressively or successfully for urban schools and urban schoolchildren than the Council of Great City Schools. The Council remains the only independent education coalition located in Washington, D.C. whose sole mission and purpose is the same as ours: the improvement of public education in our Great Cities. Our current membership will expire on June 30, 2026. A renewal of our membership will be for July 1, 2026, through June 30, 2027.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Annual Dues from July 1, 2026 to June 30, 2027
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** No **Acquisition Method**: Solicitation is not required for annual dues

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

Budget Impact Summary Statement:

1. The Financial Impact to the District for this Item will be $75,035.00 to cover the District Membership for the next fiscal year.
2. The Membership will be funded through the Board Office General Operating budget.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
July 1, 2026 through June 30, 2027	**12 months**	$75,035.00

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	**N/A**	**N/A**	**N/A**	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY 2027	**12 months**	**Board General Fund**	$75,035.00

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Invoice and Member Services Report

Invoice No. 10-4011-26

Council of the Great City Schools
1331 Pennsylvania Avenue, N.W., Suite 1100N
Washington, D.C. 20004
(202) 393-2427
E.I.N. 36-2481232

Bill To: Dr. Howard Hepburn
Superintendent of Schools
Broward County Public Schools
600 Southeast Third Avenue, 10th Floor
Ft. Lauderdale, FL 33301

* * INVOICE * *

Date	Description	Amount Due
4/24/2026	FY 2026-2027 Membership Dues Due on or before July 1, 2026 ACH Transfer is the Preferred Payment method Account Name: Council of the Great City Schools Account Number: 6622369194 Type of Account: Checking ABA Number: 063107513 Bank Name: Wells Fargo	$75,035.00
	TOTAL:	$75,035.00

Please remit check to the address above

Report to Broward County Public Schools

on the

Benefits and Services

of the

Council of the Great City Schools

in the

2024-25 School Year

Report to Broward County Public Schools on the Benefits and Services of the Council of the Great City Schools in the 2024-25 School Year

BENEFITS TO THE BROWARD COUNTY PUBLIC SCHOOLS

1. Provided Washington's premier and most effective urban education legislative advocacy, resulting in the following additional federal funds to Broward County in the *2024-25* school year that would not have been available without Council intervention:

• Title I Targeting	$16,706,545
• IDEA Targeting	$3,622,114
• Bilingual Education Targeting	$3,534,445
Total Extra for Broward County Schools in 2024-2025:	**$23,863,103** [1]

Broward County's Return on 2024-2025 Membership Dues:

$335 return for each $1 paid in dues.

[1] This Total Extra amount does not include the millions in additional Elementary and Secondary School Emergency Relief (ESSER) funds that was available to Broward County until September 2024 due to the Council's efforts to target the COVID-19 stimulus money based on Title I. The Total Extra amount also does not include the funds that Broward County stood to lose annually had the Council not prevented a Title I formula amendment from being approved during the reauthorization of the Elementary and Secondary Education Act, or the additional funds in the federal Title IV grant that Broward County received in 2024-25 due to the Council's advocacy for a targeted poverty-based formula.

2. Provided the following other services directly to **Broward County** between July 1, 2024, and June 30, 2025—

   - Conducted a Strategic Support Team (SST) visit to **Broward County** to review the district's procurement operations. Drafted and submitted a summary report to district leadership with the team's observations and recommendations.

   - Highlighted the multiple supports provided in **Broward County** to students with disabilities as a result of the federal Medicaid program in the Council's contribution to the annual Budget Briefing Book published by the Committee for Education Funding.

   - Held monthly calls for Great City School superintendents, board representatives, and board presidents, including **Broward County** leaders, to connect with their peers across the country.

   - Held hundreds of other regularly scheduled calls during the 2024-25 school year for Great City Schools chief academic officers, chief financial officers, chief operating officers, bilingual education directors, research directors, assessment and accountability directors, special education directors, general counsels, transportation and food service directors, facilities directors, chief information offers, security directors and others. For example—

     - **Broward County** staff members Megan Turetsky and John Sullivan participated in the Council's monthly Zoom meetings to discuss federal education policy and legislative action.
     - **Broward County** staff members Stephanie Acosta Castro, Alexandria Roque, and Opal Bennett participated in the Council's virtual meeting on the Individuals with Disabilities Act (IDEA) proportionate share and private schools.
     - **Broward County** General Counsel Marylin Batista and attorney Susan Hofstetter participated in the Council's monthly virtual General Counsel meetings to discuss common issues among school district attorneys.
     - **Broward County** attorney Susan Hofstetter participated in the Council's virtual meeting about the U.S. Department of Education's February 14, 2025 Dear Colleague Letter interpreting Title VI of the Civil Rights Act of 1964.
     - **Broward County** attorney Susan Hofstetter and staff member Ali Roque participated in the Council's monthly virtual meetings to discuss common issues among Special Education attorneys and compliance staff members.
     - **Broward County** staff member Melissa Miller participated in monthly meetings for district English language arts and literacy directors.
     - **Broward County** staff member Patricia Transue attended monthly meetings for history/social science leaders.
     - **Broward County** staff members, Lori Canning and Sharonda Bailey, attended bi-monthly meetings for early learning leaders.
     - **Broward County** staff members, Daniel Shapiro, Belinda Daise, and Shedrick Dukes attended bi-monthly meetings for social-emotional learning, mental health, and restorative practice leaders.

  - **Broward County** staff members Melinda Mayers, Reina Murray, Stephanie Bustillo, and Vicky Saldala attended virtual meetings for English learner (EL) program directors and staff.
  - **Broward County** staff members Melinda Mayers and Silvia Place participated in "Performance on Purpose" virtual coaching sessions focused on instructional leadership and continuous improvement.
  - **Broward County** staff attended a special meeting on recent changes to College Board SAT/PSAT assessments.
  - **Broward County** staff attended monthly meetings for Council member research directors.

- Provided regular updates to **Broward County** leaders and legal department on U.S. Supreme Court and federal court cases affecting education.

- Provided updates to **Broward County** leadership, staff, and legal department on various White House Executive Orders affecting education.

- Provided updates to the **Broward County** legal department on guidance, interpretations, and compliance requirements issued by the U.S. Departments of Education, Health and Human Services, Homeland Security, and the Justice Department.

- Updated the **Broward County** superintendent on changes to Title IX enforcement.

- Sent updated guidance to **Broward County** federal program staff outlining district requirements for identifying schools for improvement, as well as information about interventions, state monitoring, and School Improvement Grant application funding.

- Provided detailed information to the **Broward County** chief financial officer and federal program staff regarding the expiration of ESSER funds for school districts, including the specific obligation and liquidation requirements outlined by the U.S. Department of Education.

- Provided the **Broward County** superintendent, school board chair, and board representative with updates on federal resources available to support communities impacted by Hurricanes Helene and Milton.

- Invited the **Broward County** superintendent to attend a superintendent-only session at the Council's 2024 Annual Fall conference in Dallas, TX to discuss current leadership challenges and share information.

- Shared with the **Broward County** superintendent, school board chair, and board representative a memo outlining the critical role of federal funding in urban education to prepare for upcoming funding debates, including summaries of major federal programs and examples of district investments and the schoolchildren who benefit from federal grants.

- Shared with the **Broward County** superintendent, school board chair, and board representative a letter cosigned with the National Coalition for Public Education opposing the passage of voucher or private school support in any budget reconciliation package.

- Shared with the **Broward County** superintendent, school board chair, and board representative a resource library for documents and materials collected from member districts, including resolutions, policies, and other actions districts are taking to ensure that all students have access to safe and welcoming schools.

- Shared with the **Broward County** superintendent pertinent information on the DHS "sensitive location" policy being rescinded.

- Monitored the unfolding situation and updated the **Broward County** superintendent, school board chair and board representative, chief financial officer, and federal program staff on developments concerning the U.S. Office of Management and Budget directive freezing (and eventually unfreezing) federal funding in January 2025.

- Shared with the **Broward County** superintendent, school board chair, and board representative a number of Executive Orders issued by the White House impacting K12 schools.

- Sent a February update to the **Broward County** superintendent and board representative informing them that the Council was monitoring various executive orders, filing an amicus brief in support of *Denver Public Schools vs. Noem*, fighting budget cuts in Congress, exploring legal options related to the February 14 Dear Colleague Letter on Title VI and Department of Education funding cuts, and evaluating the merits of joining additional amicus briefs.

- Surveyed **Broward County** and other Council member districts to gather information on ICE enforcement at or near public schools. Used this information to evaluate potential legal claims on behalf of the Council membership.

- Compiled and drafted resource documents for the **Broward County** legal department on responding to requests by U.S. Immigration and Customs Enforcement (ICE) to access school grounds and ICE enforcement authority at schools.

- Shared with the **Broward County** superintendent, board chair, and board representative draft language for a board resolution opposing the US House of Representatives' potential funding cuts.

- Kept the **Broward County** superintendent, board chair, and board representative informed about the progress and eventual passage of the FY 2025 Budget Reconciliation Bill.

- Kept the **Broward County** superintendent, board chair, and board representative informed on court cases and Executive Orders seeking to end federal funding for DEI related grants and projects.

- Provided the **Broward County** legal department with a Council-developed risk assessment matrix for Title VI programs.

- Alerted the **Broward County** superintendent, school board chair, and board representative that the Department of Education had reduced their workforce by half but had pledged to continue to deliver on all statutory programs that fall under the agency's purview. Later provided additional detail on the staffing cuts.

- Informed the **Broward County** that the Department of Education would not be honoring previously approved late liquidation extensions to ARP-ESSR/Covid relief funds. Asked for information from districts on the amount of funding in jeopardy due to this change.

- Shared with the **Broward County** superintendent Legal Obligations Undertaken in Exchange for Receiving Federal Financial Assistance, and a Request for Certification under Title VI and *SFFA v Harvard*. Also shared a copy of the order granting the plaintiff's motion for a temporary restraining order in *SFUSD v AmeriCorps*.

- Shared with the **Broward County** superintendent two additional court orders issued in connection with the February 14 Dear Colleague letter on Title VI, the corresponding FAQs released February 28, and the Certifications due April 24. These court orders prohibited the US Department of Education from taking any action against schools based on the Certification requirement. Later shared a message from the US Department of Education Office of Civil Rights to state leaders regarding Title VI Certification stating that there would be no further action taken.

- Joined in amicus briefs on behalf of **Broward County** and all other Council member districts in the U.S. Supreme Court cases *Oklahoma Statewide Charter School Board v. Drummond* (religious charter schools); *A.J.T. v. Osseo Area Schools, Independent School District No. 279* (standard for Section 504 discrimination); *Federal Communications Commission v. Consumers' Research* (E-Rate funding); and *Mahmoud v. Taylor* (curriculum opt-outs on religious grounds).

- Shared with the **Broward County** superintendent, school board chair, and board representative a declaration from the Council's Executive Director in support of American Federation of Teachers in the *AFT v Department of Education* case.

- Provided talking points and urged the **Broward County** superintendent, school board chair, board representative, and other Council district leaders to reach out to their congressional delegations to oppose voucher proposals and cuts to Medicaid.

- Updated the **Broward County** superintendent on an injunction impacting certain states related to the late liquidation extension of Covid relief funds.

- Requested information from **Broward County** and other member districts on any discontinued grants for mental health supports funded by the Bipartisan Safer Communities Act of 2022 and consulted with responding districts about strategies and legal options.

- Shared with the **Broward County** superintendent a recording on legislative and judicial updates, including information on the potential implications of the continuing resolution; the proposed budget reconciliation bill; and the proposed Trump "skinny" budget.

- Shared with the **Broward County** superintendent information on three Supreme Court rulings involving school districts or sources of funding for education, including *Mahmoud v Taylor*, *FCC v Consumers' Research*, and *Trump v Casa, Inc.*

- Sent information to the **Broward County** superintendent, school board representative, chief financial officer and federal program staff about the abrupt freeze in federal funding and the impact on the major federal programs that had already been allocated to states, including Title I, Title II, IDEA, and CTE Perkins.

- Consulted with experts in the D.C. legal community to explore options for **Broward County** and other Council member districts regarding the Department of Education's withholding of federal title funds, cancellation of grant funds, and revocation of waivers extending funds liquidation.

- Invited **Broward County** attorneys and staff to attend free webinars by the Council's in-house General Counsel and external law firm Husch Blackwell on the *Impact of Federal Immigration Policy Shifts on Public School Districts* and the *U.S. Department of Education's Dear Colleague Letter on Race in Education*.

- Invited the **Broward County** superintendent to participate in a webinar co-sponsored with the Council of the Chief State School Officers and the National Governors Association to reflect on the 2024 results and trends from the Nation's Report Card (NAEP).

- Invited the **Broward County** superintendent to attend an advance briefing on the Education Recovery Scorecard data with Harvard and Stanford researchers.

- Shared with the **Broward County** superintendent and other Council district leaders a 2024 White House invitation to join the Student Attendance and Engagement Solutions Network, part of a National Partnership for Student Success including the US Department of Education, AmeriCorps, Johns Hopkins University, the Council of the Great City Schools, and other national organizations.

- Invited the **Broward County** superintendent (or selected delegate) to join a virtual meeting with former US Deputy Secretary of Education Cindy Marten to share their experience with the 2024-25 Free Application for Federal Student Aid (FAFSA) cycle to

provide recommendations and inform the 2025-26 application cycle and outreach resources.

- Shared with **Broward County** EL leaders materials from the U.S. Department of Education and WestEd meeting on dual language immersion (DLI) playbooks.

- Sent **Broward County** EL leaders a preview of the Council's publication on identifying and supporting newcomer students and requested feedback.

- Shared with **Broward County** EL leaders a Dear Colleague letter outlining federal resources for ensuring equal access to education for immigrant students.

- Sent **Broward County** EL leaders a summary of the rescission of the Department of Homeland Security's Sensitive Areas policies and a reminder of Council resources for welcoming and safe schools.

- Shared with **Broward County** EL leaders a new resource from the Office for Civil Rights (OCR) on avoiding discriminatory use of artificial intelligence in school settings.

- Shared with **Broward County** EL leaders a request for vignettes to be included in the Committee for Education Funding (CEF) Budget Analysis Book, specifically focused on Title III services.

- Provided **Broward County** EL leaders with information on the release of 21st Century Afterschool funds and ongoing federal advocacy efforts for remaining education programs with withheld funds.

- Invited **Broward County** staff member Melinda Mayers to provide feedback on the Council's draft guidance for supporting newcomer students and students with limited or interrupted formal education (SLIFE), as part of the Newcomers/SLIFE Working Group.

- Followed up with **Broward County** staff member Melinda Mayers to highlight district programs featured in past Bilingual, Immigrant, and Refugee Education (BIRE) Meeting presentations that were being considered for inclusion in the Council's newcomers guidance document.

- **Broward County** staff member Silvia Place participated in a session with the U.S. Department of Education and WestEd focused on dual language immersion (DLI) playbooks

- **Broward County** staff members Daniel Shapiro and Belinda Daise presented on adult wellness and social emotional learning to the Social Emotional, Mental Health, and Restorative Practice leaders monthly meeting.

- Surveyed Council member districts to provide **Broward County** staff member Lacresha Cooper with guidance on enhancing scholarship access and FAFSA completion, as well as the development of a centralized scholarship platform and a communication plan that

encourages local organizations and community members to submit scholarship opportunities directly to the district.

- Coordinated with **Broward County** staff member David Rhodes and Ali Arcese on multiple presentations at the Conference of Directors and Chiefs of Finance, Purchasing, Risk Management, and Internal Auditors.

- Provided support to **Broward County**'s Procurement team on KPI definitions and data interpretation, including answering clarification requests from staff members Jennifer Andreu and Ryan Smith.

- Maintained consistent communication with **Broward County** staff to support operational benchmarking, strategic planning, and CGCS Communities access.

- Emailed monthly copies of the Council's award-winning newsletter, the *Urban Educator*, to the **Broward County** superintendent, all school board members, and senior staff.

- Carried story on **Broward County** in the *Urban Educator*: "Urban Schools Shift Into High Gear As New School Year Begins" (September 2024).

- Carried story on **Broward County** in the *Urban Educator*: "Education Secretary Names Blue Ribbon Schools" (October 2024).

- Posted **Broward County** job announcements for Accountant IV, Assistant Superintendent – Teaching and Learning, Chief Financial Officer, Senior Payroll Analyst, Chief Safety and Security Officer, Director of Accounting and Financial Reporting, Executive Director of Feeder, Senior Executive Director of Nutrition Services, Senior Payroll Analyst, and Accountant IV.

3. Individuals from **Broward County Public Schools** attending CGCS conferences and meetings in 2024-25—

21st Annual Curriculum, Research, and Instructional Leaders Meeting Chicago, IL July 9 – 12, 2024	**Annual Legislative/Policy Conference Washington, D.C. March 22 – 25, 2025**
• Fabian Cone	• Allen Zeman
23rd Annual Public Relations Executives Meeting Seattle, WA July 11 – 13, 2024	**Chief Operating Officers and Directors of Child Nutrition, Facilities, Safety & Security, and Transportation Conference Charlotte, NC April 8 – 11, 2025**
• Keya Concepcion • John J Sullivan • Farrah Wilson	• N/A
68th Annual Fall Conference Dallas, TX October 16 – 20, 2024	**Bilingual, Immigrant, and Refugee Education Directors Meeting Baltimore, MD May 13 – 17, 2025**
• Ascellia Arenas • Angela Brown • Susan Burgess • Fabian Cone • Michelle Dalessandro • Jayme Fuentes • Angela Fulton • Howard Hepburn • Veda Hudge • Isabel Nodarse • Wanda Paul • Elizabeth Robles • Manoushka Saintil • Myrlaine Salter • Jacqueline Smith • Marisa Sotelo • John Sullivan • Jodi Washington • Vernicca Wynter • Allen Zeman	• Osiris De Los Rios • Melinda Mayers • Victoria Saldala

2024 Meeting of Directors and Chiefs of Finance, Purchasing, Risk Management, and Internal Auditors West Palm Beach, FL November 19 – 22, 2024	**Chief Information Officers Annual Conference Chicago, IL June 10 – 13, 2025**
• Jennifer Andreu • Aliceli Arcese • Nakia Gouldbourne • Cynthia Gray • Jennifer Harpalani • Raysa Lugo • Zorimar Melendez • Sheena Newton • Victoria Phillips • Elena Pritykina • David Rhodes • Ryan Smith	• N/A
2025 Chief Human Resources Officers Meeting Baltimore, MD February 4 – 7, 2025	
• David Azzarito • Susan Rockelman	

General Benefits to the Membership
Highlights

- Successfully lobbied against federal education funding cuts in Fiscal Year 2025, withstanding threats that included strict budget spending caps and a House appropriations proposal to cut Title I by 25% and eliminate funding for teacher effectiveness and English learner programs.

- Provided regular detailed briefings to CGCS school boards, superintendents, and other senior district officials on legislative and legal developments effecting education and the potential implications for federal funding, Medicaid reimbursements, private school voucher proposals, and immigration action at school locations.

- Provided hands-on technical assistance through Strategic Support Team reviews in the areas of instruction, special education, human resources, facilities, transportation, and procurement.

- Released the *Leadership Transition Guide*, a publication that highlights best practices and lessons from school communication directors on managing changes in district leadership.

- Supported member districts during the release of the 2024 NAEP results by providing key data points and trend analyses to inform local communications.

- Collected, analyzed, and reported on the Council's most recent Academic and Operational Key Performance Indicator (KPI) studies.

- Provided technical support to districts upon request by reviewing and providing feedback on their curriculum guidance and instructional materials using the Council's resource *Supporting Excellence.*

- Updated and expanded a curated set of immigration-related resources for districts, including sample board resolutions, family letters, FAQs, and legal guidance.

- Finalized a comprehensive guide on identifying and supporting newcomer students.

- Provided on-site and virtual support to new and experienced Council superintendents and cabinet members through the Superintendent-in-Residence and a cadre of coaches.

- Provided board governance coaching and training, including multi-day school board and/or staff retreats in over 22 districts.

LEGISLATION

In voicing its proposals and ideas to Congress and other federal policymakers, the Council helps shape legislation to strengthen the quality of schooling for the nation's urban children. In 2024-25, the Council—

- Successfully lobbied against federal education funding cuts in Fiscal Year 2025, withstanding threats that included strict budget spending caps and a House appropriations proposal to cut Title I by 25% and eliminate funding for teacher effectiveness and English learner programs.

- Advocated for the immediate release of almost $7 billion in federal education funding that the White House and U.S. Department of Education withheld from states and school districts prior to the start of the 2025-26 school year.

- Provided detailed briefings to CGCS school boards, superintendents, and other senior district officials immediately following the November 2024 elections on the education priorities of the incoming administration and the potential implications for federal funding, Medicaid reimbursements, private school voucher proposals, and immigration action at school locations.

- Compiled and drafted resources for Council member legal departments on responding to requests by U.S. Immigration and Customs Enforcement (ICE) to access school grounds and ICE enforcement authority at schools.

- Established a working group of general counsels to develop a legal risk assessment matrix to be used by Council member legal departments in evaluating Title VI programs.

- Briefed member district Chief Information Officers on the application requirements for the Federal Communications Commission's cybersecurity pilot program for K-12 schools. Submitted comments to the Cybersecurity and Infrastructure Security Agency to strengthen reporting requirements and help school districts address growing cybersecurity needs.

- Filed an amicus brief in the U.S. District Court of Colorado case *Denver Public Schools v. Noem*, asserting that Immigration and Customs Enforcement (ICE) activities should not occur in "protected areas" like schools.

- Joined amicus briefs filed in in the U.S. Supreme Court cases: *Oklahoma Statewide Charter School Board v. Drummond* (religious charter schools); *A.J.T. v. Osseo Area Schools, Independent School District No. 279* (standard for Section 504 discrimination); *Federal Communications Commission v. Consumers' Research* (E-Rate funding); and *Mahmoud v. Taylor* (curriculum opt-outs on religious grounds).

- Provided regular updates to Council member legal departments on U.S. Supreme Court and federal court cases affecting education.

- Provided updates to Council member legal departments, federal program directors, and other district leaders on new guidance, interpretations, and compliance requirements issued by the U.S. Departments of Education, Health and Human Services, Homeland Security, and Justice, as well as various White House Executive Orders affecting education.

- Co-hosted legal webinars for Council districts with the law firm Husch Blackwell on the Impact of Federal Immigration Policy Shifts on Public School Districts and the U.S. Department of Education's Dear Colleague Letter on Race in Education.

- Consulted with experts in the D.C. legal community to explore options for Council member districts regarding the Department of Education's withholding of federal title funds, cancellation of grant funds, and revocation of waivers extending funds liquidation.

- Initiated multiple discussions and fielded dozens of questions from member district superintendents, chief financial officers, federal program directors, and other leaders regarding the federal COVID relief funding deadline in September 2024, addressing the requirements for the on-time obligation of funds and sharing information about the potential for extensions of the liquidation period.

- Convened the Council member district general counsels for a pre-meeting before the 2024 Annual Fall Conference in Dallas, TX, addressing topics such as the October 2023 and 2024 Supreme Court terms and their potential impact on public education, social media litigation, the fiscal impact and the segregative effect of charter schools, the Office for Civil Rights' "voluntary" resolution agreement process, sexual abuse negligence claims against school districts, and other legal issues.

- Hosted the 2025 Annual Legislative/Policy Conference in Washington, D.C., with remarks from CNN Chief Congressional Correspondent Manu Raju and legislative briefings and Q&A sessions with staff from Congress and education policy and political messaging experts.

- Held monthly meetings with general counsels and special education legal counsels to provide updates on pending federal and state education litigation, discuss common issues of concern, and disseminate new federal regulations and guidance.

- Convened regular meetings with the Council members' government relations directors to provide updates on congressional action and sent multiple alerts regarding the need for district outreach to Capitol Hill regarding education funding, budget reconciliation, and other legislative proposals.

RESEARCH

Timely data collection and analysis allow the Council to prepare comprehensive reports, predict trends, and assess the effects of various policies, reforms, and practices on student performance. In 2024-25, the Council—

- Convened monthly research, evaluation, and assessment meetings with member districts to address district needs, share best practices in urban education research, and support continued recovery from the pandemic and efforts to close performance gaps.

- Convened quarterly Chief Performance and Accountability Officer meetings to address district needs and challenges, while building a community of practice to advance the strategic use of data in urban school districts.

- Convened regular Assessment Consortium meetings with member districts using NWEA, Curriculum Associates, and Renaissance assessments, creating a forum to share data, best practices, and implementation strategies and challenges.

- Supported member districts during the release of the 2024 NAEP results by providing key data points and trend analyses to inform local communications. Provided on-site assistance during the NCES pre-release workshop and ongoing support throughout the release period.

- Continued the Council's partnership with RAND Corporation to administer two American School District Panel national surveys, gathering superintendent and district leader perspectives on critical issues including the superintendency, staffing, math and civics instruction, cell phone policies, and the use of artificial intelligence.

- Collected, analyzed, and reported on the Council's most recent Academic Key Performance Indicator (KPI) study.

- Updated the Council's Academic KPI dashboards, adding longitudinal and cross-district comparisons to strengthen district leaders' data use and decision-making. This included updating our dashboards specifically for English Learners and Students with Disabilities, enabling districts to track performance trends within these groups and benchmark against other districts and CGCS overall.

- Responded to requests from district leaders and Council staff with customized reports on Council Operational KPIs as well as federal operations and staffing data.

- Developed guidance on the use of data and the role of research directors in strategic planning processes.

- Updated the Council's interactive NAEP dashboards with 2024 NAEP results, enabling TUDA district leaders to examine grade four and eight math and reading trends across 2002–2024 administrations.

- Updated the Council's enrollment dashboards with the most recently available membership data from the National Center for Education Statistics, enabling districts to track enrollment trends from 2012–2024 by grade level and race/ethnicity, with additional dashboards for Students with Disabilities and English Learners updated through 2023.

- Convened two meetings of the Trial Urban District Assessment (TUDA) Task Force to provide feedback and recommendations to the National Assessment Governing Board and the National Center for Education Statistics on the development and operation of the TUDA program.

- Represented urban school district interests at meetings of the National Assessment Governing Board; Society for Research on Educational Effectiveness; American Education Research Association, Harvard Strategic Data Project, National Center for Education Statistics, United States Department of Education, AIR-RESTART Network, and the NAEP Validity Studies Panel.

- Delivered technical assistance and responded to member district requests by providing statistical analyses and research support, delivering timely data and insights to inform decision-making.
- Partnered with formative assessment vendors to produce and disseminate reports on students' academic recovery from the pandemic using member district data.
- Developed and produced the study, *Urban District Superintendents: Characteristics, Tenure, and Salaries (9th Report)*.
- Analyzed and supported member districts in interpreting and sharing results from the 2024 Education Recovery Scorecard study.

ACHIEVEMENT AND PROFESSIONAL DEVELOPMENT

Improving the performance of all students and closing achievement gaps is one of the Council's most important priorities. In 2024-25, the Council—

- Convened monthly meetings with instructional leaders, Equity Leaders, Special Education Leaders, Multi-Tiered System of Supports (MTSS) Leaders, Social-Emotional Learning Leaders, Mental Health Leaders, and Restorative Practice Leaders on issues pertaining to their field.
- Convened bi-monthly meetings with Early Learning Leaders, Principal Supervisors, Chief Academic Officers, and Chiefs of Schools on issues pertaining to their field.
- Convened monthly meetings with district core content directors to address shared challenges and build a professional learning community.
- Convened quarterly Instructional Spotlights to highlight district use of the Supporting Excellence Framework to assess the quality of curriculum guidance and revise accordingly.
- Convened a virtual meeting of Chief Academic Officers-and Chiefs of Schools on artificial intelligence and data science.
- Supported several member districts participating in and presenting at the Outcomes-Based Contracting (OBC) Convening in Austin, TX resulting in a new partnership around professional learning with Rivet Education.
- Continued collaboration with Student Achievement Partners in the implementation and field testing of the e2 Essential and Equitable Walkthrough Tools in English Language Arts and Mathematics.
- Collaborated with external strategic partners to support urban districts with standards implementation, how to accelerate student learning, and the effective use and sunsetting of ESSER funds.

- Provided technical support to districts upon request by reviewing and providing feedback on their curriculum guidance using the Council's resource *Supporting Excellence, Second Edition: A Framework for Developing, Implementing, and Sustaining a High-Quality District Curriculum*.

- Collaborated with leading mathematics, science, history/social science, and literacy organizations to share perspectives from policymakers, practitioners, and other stakeholders on emerging issues and trends in teaching and learning, including designing high school mathematics pathways, teaching history using multiple perspectives, and teaching reading to older students.

- Conducted strategic support team reviews in the areas of academic and special education programming for Hillsborough County Public Schools, Memphis-Shelby County Schools, and Minneapolis Public Schools. Shared findings and provided recommendations to district senior leadership.

- Surveyed Chief Academic Officers and Chiefs of Schools to gauge their needs and priorities and refine the Council's services, convenings, and resources for these groups.

- Convened a network of districts to develop common criteria on prioritizing middle school content, considering what is required for deep understanding, addressing unfinished learning, and leveraging the district's curriculum guidance along with high-quality instructional materials for mathematics.

- Hosted the 2024 July Curriculum, Research, and Instructional Conference in Chicago, IL, featuring Former Secretary of Education Arne Duncan as a keynote speaker.

- Worked with College Board on a webinar on national Advanced Placement (AP) data, providing member districts with aggregated Council data and information on Professional Learning opportunities to help support teachers.

BILINGUAL, IMMIGRANT, AND REFUGEE EDUCATION

America’s urban schools serve more than 26 percent of the nation’s English language learners. In 2024-25, the Council—

- Convened monthly meetings with EL program directors and staff to support professional learning, share information, and provide mutual assistance on topics such as foundational literacy, SLIFE supports, oral language development, and translation/interpretation services.

- Continued development of writing courses in partnership with UC Irvine’s Pathway to Academic Success Project.

- Hosted a facilitator training in Washington, D.C., for the Council's professional development courses on teaching writing to English learners.

- Concluded the piloting of the Educational Background Questionnaire (EBQ) and Spanish literacy screener with five districts and gathered feedback from intake managers and pilot coordinators to refine the tools.

- Finalized a comprehensive guidance document on identifying and supporting newcomer students, co-developed with CUNY's Research Institute for the Study of Language in Urban Society (RISLUS). The document includes an Educational Background Questionnaire (EBQ) and protocols.

- Analyzed trends in EL enrollment, languages spoken, chronic absenteeism, special education identification, AP course participation, Algebra I completion, English proficiency, and ninth-grade course failures using the Council's Academic Key Performance Indicator (KPI) data and federal data sources.

- Conducted a survey on professional development and staffing to support English learners in Council-member districts.

- Compiled analyses of EL demographics and performance, as well as English learner program professional development and staffing, for a forthcoming update to the 2019 *English Language Learners in America's Great City Schools* publication.

- Launched the development of a Dual Language Immersion (DLI) Playbook focused on English learners with disabilities (dually identified students), with participation from 12 Council-member districts.

- Secured a $20,000 grant from the Oak Foundation to support the companion Dual Language Immersion (DLI) Playbook project to expand access to language learning opportunities for students with learning differences.

- Updated and expanded a curated set of immigration-related resources for districts, including sample board resolutions, family letters, FAQs, and legal guidance, in response to post-election policy concerns.

- Collaborated with the National EL Roundtable, consisting of roughly 20 national organizations, to advocate for the timely allocation of FY2025 federal funds to support English learner programs and other policy-related priorities.

- Supported districts in implementing professional development via the Council's Professional Learning Platform (PLP), including courses on teaching writing to ELs and *Complex Thinking and Communication* in ELA/ELD and mathematics.

- Hosted the Bilingual, Immigrant, and Refugee Education (BIRE) Meeting in Baltimore for 202 attendees from 30 Council-member districts and other organizations. Sessions addressed welcoming newcomers, multilingualism, foundational skills, and systemic supports.

- Presented the 2025 Valeria Silva Award for Outstanding Contributions to English Learner Achievement, recognizing a district administrator or principal for significant and lasting impact on EL academic success. The award, presented at the BIRE Meeting in Baltimore, included a $1,000 prize and full travel and registration reimbursement, supported by Curriculum Associates.

- Designed and facilitated Challenge of Practice sessions at BIRE 2025, enabling district teams to collaboratively address persistent issues with expert guidance. Participants reported strong intentions to implement new strategies and continue collaboration.

- Responded to numerous member district queries on EL-related issues, including newcomer enrollment, ELPA planning, multilingual pathways, and the use of devices and artificial intelligence in translation.

LEADERSHIP, GOVERNANCE, MANAGEMENT, AND SCHOOL FINANCE

The Council works to improve the quality and tenure of leadership and to support the effective management and funding of urban schools. In 2023-24, the Council—

- Conducted bi-monthly calls with both Superintendents and Board Representatives to provide information and updates on topics of interest and allow for sharing across member districts.

- Hosted a superintendent-only convening at the 2024 Annual Fall Conference in Dallas, TX to provide additional technical assistance and support to new and experienced superintendents.

- Provided on-site and virtual support to new and experienced Council superintendents and cabinet members through the Superintendent-in-Residence and a cadre of coaches.

- Graduated the second cohort of the Michael Casserly Urban Executive Leadership Program for Superintendents in October 2024 and launched the third cohort in February 2025.

- Convened quarterly meetings for Council member School Board support staff and Chiefs of Staff.

- Facilitated three learning cohorts supporting board members, district central office staff, and aspiring board coaches with training, guidance, and opportunities for collaboration in Student Outcomes-Focused Governance.

- Provided hands-on coaching support to Council member district board members, superintendents, and leadership teams at their request.

- Provided board governance coaching and training, including multi-day school board and/or staff retreats in over 22 districts.

- Held regular calls with Directors of Facilities and Plant Operations, Chief Financial Officers, Chief Information Officers, Chief Human Resource Officers, Procurement Directors, Risk

Management Directors, Emergency Managers, Chiefs of Police/Safety and Security Officers, Food Service Directors, Transportation Directors, and Internal Auditors fostering collaboration and knowledge sharing among district leaders.

- Hosted in-person job-alike conferences for Chief Finance Officers, Chief Human Resource Officers, Chief Information Officers, Chief Operating Officers, and Child Nutrition Directors, Facilities Directors, Purchasing Directors, Risk Management Directors, Safety & Security Directors, Transportation Directors, and Chief Internal Auditors.

- Conducted strategic support team reviews for the Anchorage School District (Finance), Broward County Public Schools (Procurement), Duval County Public Schools (Human Resources), Miami-Dade County Public Schools (Transportation), Milwaukee Public Schools (Human Resources), Orange County Public Schools (Building Construction), Portland Public Schools (Human Resources), and the San Antonio Independent School District (Gen AI Workshop). Shared findings and provided recommendations to district senior leadership.

- Managed the data collection, analysis, and reporting of the Council's Operational KPIs.

COMMUNICATIONS

The Council works to give the public and the press a balanced and accurate view of the challenges, developments, and successes of urban public schools. In 2024-25 the Council—

- Issued more than a dozen press releases on Council activities, as well as statements on critical current events impacting the lives of urban schoolchildren.

- Fielded scores of inquiries from national and regional media outlets such as *Education Week, The New York Times, The Washington Post, the 74, The Baltimore Sun,* and the *Louisville Courier Journal.*

- Released the *Leadership Transition Guide*, a publication that highlights best practices and lessons from school communication directors on managing changes in district leadership. The publication received the top award from the National School Public Relations Association.

- Organized a session at the SXSW EDU Conference in Austin on why high standards are a key to academic success, moderated by Council Executive Director Ray Hart.

- Hosted the 68th Annual Fall Conference, featuring political analyst Chuck Todd, science pioneer Katya Echazarreta, and best-selling author Isabel Wilkerson as keynote speakers and a national town hall meeting with an all-student panel.

- Emailed eight issues of the Council's award-winning digital newsletter, the *Urban Educator*.

- Coordinated the CGCS Math and Science Scholarships Program and the Dr. Michael Casserly Legacy Scholarship for Educational Courage and Justice.

- Hosted the 24th Annual Public Relations Executives Meeting in Washington, DC.
- Coordinated the Green-Garner Award ceremony, honoring the nation's top urban educator.
- Worked with Scholastic to present the winner of the Richard M. Robinson Literacy Champion Award, recognizing a Council member school district for progress in advancing reading achievement.
- Organized a virtual event on the results of the 2024 Nation's Report Card sponsored by the Council, Council of Chief State School Officers, and the National Governors Association.

ORGANIZATION AND ADMINISTRATION

The Council works to manage its resources and ensure the integrity of its programs. In 2024-25, the Council—

- Conducted an all-virtual external audit of the organization's 2023-24 financials and received clean and unqualified audit results for FY2023-24.
- Completed a second year of using new accounting software (Sage Intacct) while maintaining the previous software MS Dynamics SL for look back.
- Terminated the Council's use of the (Impak) database system and (Lyris) information management system and officially transitioned to the Higher Logic and Sales Force Systems for the full year.
- Conducted multi-day Staff Retreats during the summer and winter of 2024.
- Coordinated travel for 30 School Board Retreats and 20 Strategic Support Teams.
- Managed financials for Board Retreats, Superintendent Coaching and Strategic Support Teams, 7 grants and contracts, 10 programs, and 11 in-person conferences and meetings.
- Managed financials for four Board Governance Cohort groups, and Casserly Institute Aspiring Superintendent Cohort groups.
- Coordinated on-site logistics and provided planning and support for the Council's annual line-up of job-alike meetings and conferences, summer and winter meetings of the Executive Committee, a fourth Board Governance training, and seven Casserly Institute Aspiring Superintendent Cohort Meetings.
- Maintained the online conference registration for all meetings and conferences.
- Coordinated the Summer 2024 Harvard Accelerated Board Capacity Institute at Harvard University.

- Renewed contract with Design Data and Allied Communications Services.
- Implemented an infrastructure upgrade including installation of new firewalls, replacing Switches and Wireless Access Points (WAPs) and new on prem utility server.
- Implemented Microsoft Teams Telephony to allow use of phones remotely through the MS Teams app or any mobile device.
- Reviewed options for renewal of medical/dental/life/disability insurances.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	BB. Board Members
DEPARTMENT:	Board Member - District 7

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

TITLE:

Membership in Broward Metropolitan Planning Organization

REQUESTED ACTION:

Approve Payment for Membership in the Broward Metropolitan Planning Organization (MPO). (District-wide)

RATIONALE:

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

EXHIBITS:

- Executive Summary
- MPO Invoice

FINANCIAL IMPACT:

$69,389.53 from the Board Office General Fund

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications May 6,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Membership in Broward Metropolitan Planning Organization

Board Meeting Date: June 9, 2026

Requested Action: Approve payment for Membership in the Broward Metropolitan Planning Organization (MPO)

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Broward County Public Schools will renew its local contribution to the Broward Metropolitan Organization through June 30, 2027
If the School Board votes "No"	• Broward County Public Schools will not renew its local contribution to the Broward Metropolitan Organization through June 30, 2027
Alignment to the 2027 Strategic Goals and Guardrails	• Board/Business Governance
Measurable Outcome(s)/Return on Investment	The MPO membership will strengthen the District's ability to execute the provisions delineated in School Board Policy 1161: Growth Management Coordination by positively impacting our planning, growth, and development capabilities through the expansion of the District's advocacy efforts with transportation stakeholders at the local, county, state, and federal levels.

Background/History
The current membership commitment will expire on July 1, 2026. The membership of the MPO Board is comprised of elected officials who represent the Broward County Board of County Commissioners, the 31 Broward municipalities, the South Florida Regional Transportation Authority (SFRTA/Tri-Rail), and the School Board of Broward County.

The annual membership fee provides the MPO local funds for advocacy purposes in Washington DC and Tallahassee. These activities have resulted in additional federal funds for transportation projects in our members' jurisdictions.

The Broward MPO is responsible for making policy on local transportation issues and deciding how to collaboratively spend federal money on important transportation projects that deliver solutions, help keep Broward County moving, and improve quality of life for all. The MPO works with transportation stakeholders who represent all segments of the MPO's planning areas: individual members of the public, civic and community groups, government agencies, and planning organizations at the local, county, state, and federal levels.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Annual Dues from July 1, 2026 to June 30, 2027
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** No **Acquisition Method**: Solicitation is not required for annual dues

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

Budget Impact Summary Statement:

1. The Financial Impact to the District for this Item will be $69,389.53 to cover the District Membership for the next fiscal year.
2. The Membership will be funded through the Board Office General Operating budget.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
July 1, 2026 through June 30, 2027	**12 months**	$69,389.53

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	**N/A**	**N/A**	**N/A**	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	**12 months**	**Board General Fund**	$69,389.53

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/	N/A

Stakeholder Engagement	
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Invoice

Broward MPO
Metropolitan Planning Organization

LOCAL CONTRIBUTION INVOICE FY 26 - 27

COVERAGE PERIOD: 7/1/2026-6/30/2027

Bill To:
Broward County Schools
600 SE 3 Avenue
Fort Lauderdale, FL 33301
Attn.: Superintendent Dr. Howard Hepburn
Cc: Simone Kepple
Board Member: Rebecca Thomson

Invoice Information:
Invoice Number:
Invoice Date:
Due Date: November 16, 2026
Amount Due: $69,389.53

Preliminary Invoice

Contribution Rate per Capita	Total Amount
18¢ per capita	$ 69,389.53

Local Contribution Covers: Broward MPO Federal and State Advocacy Efforts.

This is a preliminary invoice for budgeting purposes. The official invoice will be provided in the second quarter of the year

---

Remit by Check:
Name: Broward Metropolitan Planning Organization
Address: 100 West Cypress Creek Road, Suite 650
Fort Lauderdale. FL 33309
Attn: Finance Dept., Tax ID: 27-2291340

Remit by Electronic Payment:
Name: Broward Metropolitan Planning Organization
Bank: Wells Fargo Bank
Address: P.O. Box 63020
San Francisco, CA 94163
Routing No: 121000248
Account No: 4038765988

Contact Information:
Vilma Hurtado, Executive Assistant
Email: hurtadov@browardmpo.org
Phone: 954-876-0057

Adrian Liburd, Accounting Manager
Email: liburda@browardmpo.org
Phone: 954-876-0080

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	BB. Board Members
DEPARTMENT:	Board Member - District 7

Agenda Item Number:	BB-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Membership in the Florida School Boards Association (FSBA)

REQUESTED ACTION:

Approve the renewal of the Florida School Boards Association Membership (FSBA). (District-wide)

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Invoice

FINANCIAL IMPACT:

$21,565.44 from the Board Office General Fund

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications May 7,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

BROWARD COUNTY PUBLIC SCHOOLS
A RATED SCHOOL DISTRICT

For more information, please contact:

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

EXECUTIVE SUMMARY

Membership in the Florida Schools Boards Association (FSBA)

Board Meeting Date: June 9, 2026

Requested Action: Approve the renewal of the Florida School Boards Association Membership for Broward County School Board corporate

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	Our School Board Members receive access to custom reports, on-call consultations, up-to-date legislative reports, online training, advocacy, legal and financial services, professional development, and member networking opportunities.
If the School Board votes "No"	Our School Board Members will lose access to the valuable services that are being provided by the FSBA. The Board does not belong to any other organization that focuses exclusively on legislative advocacy within the State of Florida.
Alignment to the 2027 Strategic Goals and Guardrails	• Board/Business Governance
Measurable Outcome(s)/Return on Investment	Board Members receive legislative, communications, research and technical services that are specifically customized to meet the needs of our district for continuous improvement.

Background/History

FSBA's advocacy efforts are directed to the general public and policy makers on the local, state, and national level and focus on imparting a better understanding and appreciation of the successes and challenges of our public education system.

FSBA provides a variety of tools and information to guide and support FSBA members in their efforts to advocate for their school districts and for public education.

FSBA has earned recognition as a firm and credible authority on education policy and takes pride in keeping members well informed about education related news and events throughout the year.

FSBA records go back to 1989, and Broward has been a continual member since that time.

This year, two Board Seats have declined Membership. This is reflected in the lower cost charged for dues for 2026-2027.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Annual Dues from July 1, 2026 to June 30, 2027
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** No **Acquisition Method**: Solicitation is not required for annual dues

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

Budget Impact Summary Statement:

1. The Financial Impact to the District for this Item will be $21,565.44 to cover the District Membership for the next fiscal year.
2. The Membership will be funded through the Board Office General Operating budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
July 1, 2026 through June 30, 2027	**12 months**	**$21,565.44**

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	**N/A**	**N/A**	**N/A**	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY 2027	**12 months**	**Board General Fund**	$21,565.44	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Invoice

FLORIDA SCHOOL BOARDS ASSOCIATION, INC.
203 SOUTH MONROE STREET
TALLAHASSEE, FL 32301
U.S.A.

Voice: 850-414-2578
Fax: 850-414-2585

INVOICE

Invoice Number: 13485A
Invoice Date: Mar 3, 2026
Page: 1
Duplicate

Bill To:
BROWARD CO SCHOOL BOARD P.O. BOX 5408 FT. LAUDERDALE, FL 33310

Ship to:
BROWARD CO SCHOOL BOARD P.O. BOX 5408 FT. LAUDERDALE, FL 33310

Customer ID	Customer PO	Payment Terms	
BROWARD		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	UPS Ground		4/2/26

Quantity	Item	Description	Unit Price	Amount
1.00	DUES	2026-27 Annual FSBA Dues (7/1/2026 - 6/30/2027) Exclude: Leonardi, Cervera	21,565.44	21,565.44

Subtotal	21,565.44
Sales Tax	
Total Invoice Amount	21,565.44
Payment/Credit Applied	
TOTAL	**21,565.44**

Check/Credit Memo No:

Ellen R. Tolson

From: Jordan Steffens <steffens@fsba.org>
Sent: Wednesday, March 4, 2026 2:01 PM
To: Ellen R. Tolson
Subject: 2026/27 FSBA Annual Dues Renewal Notice
Attachments: Broward.pdf

CAUTION: This email originated from an external source. Use caution when replying, clicking links, or opening attachments.

Dear FSBA Member,

Thank you for your continued membership in the Florida School Boards Association. Your commitment to public education makes a meaningful difference—not only for your district, but for students across Florida.

Every day, FSBA staff work on your behalf to advocate for strong public schools and effective local governance. As the largest professional association for Florida school board members, FSBA ensures your voice is heard by the State Board of Education, the Department of Education, the Florida Legislature, Congress, and other key partners. We are proud to serve you and to evolve alongside you as the needs of public education continue to change.

Your district's dues support the services and resources members rely on, including:

- On-call consultation services—our most valued member benefit
- Timely publications, updates, and policy analyses
- Newsfeeds with legislative tracking and summaries
- A $100,000 accidental death insurance policy
- Exclusive access to national associations, professional learning, and training
- Discounts on trusted products and services

Just as importantly, your membership allows FSBA to continue expanding the training, advocacy, and support you have asked for. We encourage you to visit the FSBA website to review highlights from last year's Annual Report and see our newly adopted Strategic Plan.

In accordance with FSBA bylaws, General Membership approves dues rates at the Annual Joint Conference. On December 4, 2025, members unanimously approved the dues schedule, recognizing the constraints of districts by approving NO DUES INCREASE for the 2026–27 year.

We value your ideas and welcome your suggestions at any time. Thank you for your sustained commitment to FSBA and to public education. Together, we remain a strong, unified voice for Florida's students.

Sincerely,
Andrea Messina, Chief Executive Officer
Angie Gallo, President, Orange County

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	DD. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	DD-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Property and Inventory Audit of Selected Locations 2025-2026

REQUESTED ACTION:

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

RATIONALE:

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

EXHIBITS:

- Executive Summary
- OCA P&I Audit Report
- Meeting Excerpts

FINANCIAL IMPACT:

There is no financial impact to the District. This report is funded through the General Fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Magli	Phone:	754-321-2400
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Property and Inventory Control Audits of Selected Locations 2025-2026

Board Meeting Date: June 9, 2026

Requested Action: Receive Internal Audit Report – Property and Inventory Audits of Selected Locations 2025-2026

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1700 Office of the Chief Auditor
Statutory Requirement	• Florida Statute, Chapter 274
If the School Board votes "Yes"	• The District will comply with Florda Statute, Administrative Code, and School Board's policies and procedures.
If the School Board votes "No"	• The District will not comply with Florda Statute, Administrative Code, and School Board's policies and procedures.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with school-focused outcomes through Guardrail 4; Accountability, which includes expectations, evaluation, transparency, and continuous improvement.
Measurable Outcome(s)/Return on Investment	• Fulfill commitments, meet deliverable deadlines, and achieve closure of the observations. District staff are expected to adhere to all relevant processes, procedures, and practices, ensuring proper follow-up and closure of identified observations noted.

Background/History
The Office of the Chief Auditor performed Property and Inventory Control Audits of Selected Locations, pursuant to Florida Statute 274, Florida Administrative Code 69I-73, and Business Practice Bulletin O-100. This report consists of nineteen (19) audited locations. Fourteen (14) of the locations audited complied with Florida Statute, Administrative Code, and School Board's policies and procedures, resulting in no exceptions. Five (5) of the locations audited have exceptions related to unaccounted equipment and material internal control deficiencies.

The Audit Committee reviewed and approved to transmit this report to the School Board at the May 7, 2026 Audit Committee meeting.

School	Exception
0452 Whiddon-Rogers Education Center	Ten (10) unaccounted tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls, and inadequate submission of supporting documentation.
0653 Pine Ridge Education Center	Two (2) unaccounted tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls, and inadequate submission of supporting documentation.
0831 Lake Forest Elementary	Seven (7) unaccounted tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls, and inadequate submission of supporting documentation.
2801 Davie Elementary	One (1) unaccounted tangible personal property item was identified, due to the absence of adequate internal controls to ensure surplus documentation is properly submitted and processed.
3941 Community School North	Ten (10) unaccounted tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls, inadequate submission of supporting documentation, and a lack of internal controls to track equipment across multiple sites.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
There is no financial impact to the District. This report is funded through the General Fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	None
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Internal Audit Report – Property and Inventory Audits of Selected Locations 2025-2026

INTERNAL AUDIT REPORT

Property and Inventory Audit of Selected Locations
2025 - 2026

To be presented to the:

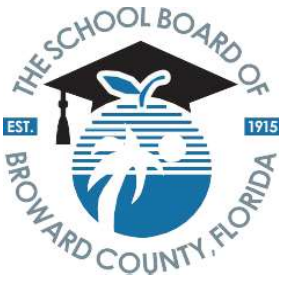
Audit Committee on
May 7, 2026

and

The School Board of Broward County, Florida on
June 9, 2026

by

The Office of the Chief Auditor



Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

browardschools.com

Established 1915
BROWARD
County Public Schools

Office of the Chief Auditor
Mark Magli, Chief Auditor
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2400 • fax: 754-321-2719
mark.magli@browardschools.com
www.browardschools.com/audit

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debrah Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of School

May 1, 2026

Members of the School Board of Broward County, Florida
Members of the Audit Committee of the School Board of Broward County, Florida
Dr. Howard Hepburn, Superintendent of Schools

Ladies and Gentlemen:

We have performed a review of the Property and Inventory Controls for 19 locations, pursuant to Florida Statute 274, Florida Administrative Code 69I-73, and Business Practice Bulletin O-100.

Each Property Custodian (Department Director/School Principal) is responsible for the safekeeping and proper use of the property entrusted to his or her care, are required to implement corrective actions, and comply with applicable laws, regulations, and School Board policies.

Our responsibility is to perform audits in accordance with generally accepted government auditing standards and to provide recommendations that improve operations, strengthen internal controls, and ensure compliance.

We have reviewed, on a test basis, the property and inventory records disclosed from District accounts and determined that 14 locations audited complied with prescribed laws, codes, policies, and procedures. At five (5) of the locations audited, exceptions were identified relating to unaccounted equipment and material internal control deficiencies.

Audit findings represent issues that may involve a deficiency in internal control; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or instances of fraud. Elements of a finding generally include criteria, condition, cause, and effect or potential effect, and relevant recommendations.

Established 1915
BROWARD
County Public Schools

Audit findings result from significant internal control weaknesses and unaccounted-for property that meet or exceed the following materiality thresholds, based on either the asset's historical purchase value or the severity of internal control deficiencies (quantity):

- Monetary (based on historical cost per item):
  - $2,500 or more for Standard property items
  - $1,500 or more for SMART Bond assets
- Internal control deficiency (quantity-based):
  - 10 or more unaccounted-for property items, regardless of individual cost or net book value

We wish to express our appreciation to the administration and staff of the various locations for their cooperation and courtesies extended during our audits.

Sincerely,

Mark Magli
Chief Auditor
Office of the Chief Auditor

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

Locations with Exceptions

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0653 Pine Ridge Education Center 10-19
0831 Lake Forest Elementary 20-33
2801 Davie Elementary 34-37
3941 Community School North 38-83

Scope, Objectives, and Methodology

The Office of the Chief Auditor conducts compliance audits, on a test basis, of selected schools and departments to provide the School Board, property custodians, and other stakeholders with unbiased, timely, and relevant information for promoting accountability and improving internal controls.

We conducted these compliance audits in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on the audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We performed our audits with the objectives of:

- Evaluating compliance with current laws, rules, and district policies and procedures.
- Examining internal controls established by the location.
- Detecting indicators of fraud, waste, and abuse.

In conducting our test-based audit, we:

- Reviewed current laws, rules, and district policies and procedures.
- Physically verified selected property to ensure accurate accountability.
- Examined documentation supporting recorded property to confirm proper transfers, surplus procedures, and temporary removal of property by staff members.
- Reviewed the purchasing system to ensure all purchased property is appropriately recorded on property records.
- Prepared and submitted findings, discrepancies, and recommendations requiring management response. Management responses are detailed in Section III of this report.

Authority

The audits were conducted in accordance with Generally Accepted Government Auditing Standards ("Yellow Book") and School Board Policy 1700. The audit criteria referenced Section 274 of the Florida Statutes, Rules 69I-73 and 69I-71 of the Florida Administrative Code, as well as the Broward County Public Schools (''District") Business Practice Bulletin O-100.

Summary

A total of nineteen (19) internal audits of tangible personal property were conducted, with each district location representing a separate audit engagement. The audits were performed to assess compliance with applicable property and inventory control requirements. At five (5) of the locations audited, exceptions were identified relating to unaccounted equipment and material internal control deficiencies. Twelve (12) of these locations had unaccounted-for property items. For the nineteen locations audited, 4,033 property items were sampled, with a combined historical purchase value of $7,165,326.98. Fifty-five (55) of these items were unaccounted for, representing a combined historical value of $75,458.21, and with a current netbook value of $1,705.91.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
The Office of the Chief Auditor
Property Audits

The following table summarizes the audits that were performed. For any location that recived an exception,we included a detailed listing of the items that were unaccounted for and the administration's response.

Area	Name	Sample Total	Historical Cost	Items Unaccounted For (IUF)	Historical Cost (IUF)	No Exception/ Exception	Page No.
School	0452 Whiddon-Rogers Education Center	212	$408,818.50	10	$17,954.18	Exception	5-9
School	0653 Pine Ridge Education Center	150	$368,009.71	2	$3,387.90	Exception	10-19
School	0831 Lake Forest Elementary	169	$388,834.76	7	$8,036.00	Exception	20-33
School	0871 Bright Horizons K-12	286	$505,790.31	0	$0.00	No Exception	
School	1171 Sunshine Elementary	140	$317,393.80	9	$10,335.98	No Exception	
School	1971 James S. Hunt Elementary	199	$322,301.02	3	$3,621.16	No Exception	
School	2011 Coral Cove Academy of the Arts	178	$384,268.62	0	$0.00	No Exception	
School	2571 Pioneer Middle	370	$636,098.76	0	$0.00	No Exception	
School	2801 Davie Elementary	152	$347,985.33	1	$2,769.81	Exception	34-37
School	3321 Virginia S. Young Montessori	77	$176,162.32	0	$0.00	No Exception	
School	3371 Silver Lakes Elementary	188	$448,164.00	1	$1,074.00	No Exception	
School	3491 Silver Palm Elementary	136	$322,897.20	0	$0.00	No Exception	
Subtotal		2,257	$4,626,724.33	33	$47,179.03	**8 No Exceptions 4 Exception**	

Area	Name	Sample Total	Historical Cost	Items Unaccounted For (IUF)	Historical Cost (IUF)	No Exception/ Exception	Page No.
School	3571 Panther Run Elementary	120	$278,341.84	3	$2,675.90	No Exception	
School	3581 Silver Shores STEAM Academy K-8	127	$317,274.61	3	$3,634.35	No Exception	
School	3622 Falcon Cove	1,064	$1,130,371.82	3	$3,026.40	No Exception	
School	3661 Sunset Lakes Elementary	157	$ 398,687.35	3	$ 4,262.92	No Exception	
School	3851 College Academy	89	$48,889.46	0	$0.00	No Exception	
School	3921 Broward Virtual Education High	107	$90,849.31	0	$0.00	No Exception	
School	3941 Community School North	112	$274,188.26	10	$14,679.61	Exception	38-83
Subtotal		1,776	$2,538,602.65	22	$28,279.18	**6 No Exceptions 1 Exception**	
Subtotal (Pg 2)		2,257	$4,626,724.33	33	$47,179.03	**8 No Exceptions 4 Exception**	
Total		4,033	$7,165,326.98	55	$75,458.21	**14 No Exceptions 5 Exceptions**	

Audits Performed by:
Aleah Davis
Domingo Fung
Keith Hernandez
Matthew Ruiz
Cenniel Washington

Audits Reviewed by:
Laura Wright

Audits Managed by:
Merlin Butler

The property audits conducted at the following locations did not result in any exception.

LOCATION NAME

0871 Bright Horizons K-12

1171 Sunshine Elementary

1971 James S. Hunt Elementary

2011 Coral Cove Academy of the Arts

2571 Pioneer Middle

3321 Virginia S. Young Montessori Elementary

3371 Silver Lakes Elementary

3491 Silver Palm Elementary

3571 Panther Run Elementary

3581 Silver Shores STEAM Academy K-8

3622 Falcon Cove Middle

3661 Sunset Lakes Elementary

3851 College Academy

3921 Broward Virtual Education High

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property Division
2025-2026
Whiddon Rogers Education Center (0452)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	04-20520	PRINTER LEXMARK T630N B/W LASER	991L4WP	$1,208.00	$0.00
2	18-04018	3X3 MP PENDANT MULTISENSOR CAMERA, 2.8MM	111711071985	$1,833.75	$0.00
3	21-27186	THINKPAD L14 GEN1 20U2S0NE00	PF1T5YX1	$503.50	$25.17
4	21-27651	THINKPAD L14 GEN1 20U2S0NE00	PF1T6QCE	$503.50	$25.17
5	21-27738	THINKPAD L14 GEN1 20U2S0NE00	PF1T6YNK	$503.50	$25.17
6	R07-83943	MODULE, HP PROCURVE 18726A MANAGEMENT	SG628SY1DK	$3,149.00	$0.00
7	R07-83944	MODULE, HP PROCURVE J8702A	SG841AT06F	$3,149.00	$0.00
8	R07-83945	MODULE, HP PROCURVE J8702A	SG838AT1TE	$3,149.00	$0.00
9	R07-83946	MODULE, HP PROCURVE J8702A	SG835AT152	$3,149.00	$0.00
10	S17031074	HP 1500 W POE+ZL POWER SUPPLY OLD	IN0352Y03R	$805.93	$0.00
			Total	**$17,954.18**	**$75.51**

Location:	**Whiddon-Rogers Education Center (0452)**
Custodian:	**Wylie Howard, Principal**
Address:	**700 SW 26th Street Ft. Lauderdale, FL 33315**

Total Number of Items in Sample: 212
Total Dollar Cost of Items in Sample: $408,818.50
Total Number of Items Unaccounted-for: 10
Total Dollar Cost of Items Unaccounted-for: $17,954.18
Total Netbook Value of Items Unaccounted-for: $75.51

As a result of the property and inventory audit conducted at Whiddon-Rogers Education Center, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

During a test-based audit of property and inventory at Whiddon-Rogers Education Center, ten (10) items were unaccounted-for. The school was unable to locate these assets. The absence of effective controls for the safeguarding of equipment increases the risk of additional property items becoming missing or lost, as well as the risk of inaccurate reporting of property.

Business Practice Bulletin O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation."*

Reporting Theft or Vandalism

On February 16, 2023, a Police Report was filed regarding a Lexmark Printer. However, there is no documentation confirming that the necessary supporting materials, such as **03290** *Tangible Property Loss/ Equipment Acquisition Form* and the Immediate Notification Form, were submitted to Accounting and Financial Reporting-Capital Asset for further action. Currently, the asset remains unaccounted-for.

Business Practice Bulletin O-100 Section E states, *"The original **03290** Tangible Property Loss/ Equipment Acquisition Form, with a copy of the Immediate Notification Form and the police report attached, should then be forwarded to Accounting & Financial Reporting Department - Capital Assets for record amendment. After allowing an appropriate period of time for the loss to be processed, the location should verify the applicable property records have been amended to reflect the loss. In the event property records have not been appropriately amended, the location should follow-up with Accounting & Financial Reporting Department - Capital Assets to ascertain the processing status of the submitted documentation."*

Conducting Semi-Annual Inventories

A review of the semi-annual inventory forms submitted through BCPS Central[1] revealed that, for fiscal year 2024-2025, only one semi-annual inventory was submitted. Upon further review the Office of the Chief Auditor ("OCA") also determined that the school did not submit a semi-annual inventory form for prior fiscal year 2023-2024 through BCPS Central either. Performing semi-annual inventory reconciliation allows the school to promptly detect and resolve any mistakes or inconsistencies that appear.

Non-compliance with policies and procedures for tangible personal property leaves the District vulnerable to undetected employee errors, theft, or misuse of assets. The location displayed weaknesses in the controls to safeguard tangible personal property.

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Implement internal control procedures that include periodic reconciliation of asset records which is conducted, at least, semi-annually accordance with District policies and procedures for property control.
- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team member(s) to participate in the Information Technology Department's *Inventory Process & Tips* training.
- Review Business Practice Bulletin O-100 Procedures for Property and Inventory Control with the designated property team member(s) and all relating staff to ensure compliance with all policies and procedures.
- Continue school efforts to locate the remaining unaccounted-for items.

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

Established 1915
BROWARD
County Public Schools

Whiddon-Rogers Education Center
Mr. Wylie L. Howard, Jr., Principal
700 Southwest 26th Street
Fort Lauderdale, FL 33315
Phone: (754) 321-7550 • Fax: (754) 321-7590
whiddonrogerseducationctr@browardschools.com
www.browardschools.com/whiddonrogers

The School Board of Broward County, Florida

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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Subject: Response to Audit Findings and Corrective Actions

Dear: **Merlin Butler, Manager Property & Inventory Control Audits**

This letter serves as our formal response to the audit findings identified during the recent review. We appreciate the opportunity to address the noted discrepancies and to outline the corrective and preventive measures that have been implemented to strengthen internal controls and ensure compliance moving forward.

Laptops
To improve accountability and reduce the risk of loss, the following procedures have been implemented and will be strictly enforced:

- Teachers will consistently utilize laptop sign-in/sign-out sheets to track device usage.
- Teachers will conduct and document a laptop count at the end of each instructional period.
- All laptop carts will be securely locked at the conclusion of each school day.
- For the three laptops identified as missing, a Tangible Property Loss Form 3290 has been completed, a police report has been obtained, and an SIU report has been submitted; the paperwork will be sent to Capital Assets.

Mitigation of Camera Loss
To address concerns regarding the missing camera:

- The district will be notified immediately if any camera goes offline. The camera noted in the audit had a ticket submitted for it on 09/04/2025 because it was noted that it could not be identified because it was offline.
- Follow-up will be conducted to ensure the appropriate department investigates and resolves the issue in a timely manner.
- Cameras are mounted beyond the physical reach of the P/I team, and any access or maintenance concerns will be escalated according to the responsible department.

Power Supply and Modules
These items were reported as missing on an inventory approximately ten years ago and should have been removed from inventory two years after being reported missing, in accordance with standard procedures. This was brought to the attention of the auditors on 9/11/2025 via email and by phone and email on 02/11/2026. To prevent similar issues in the future:

· Once items are marked as missing, we will follow up with Capital Assets after the two-year waiting period to confirm that the items are formally removed from inventory, as required.

Printer T630N (Black & White)
This item was reported to Capital Assets on May 5, 2023. Additionally, SIU documentation was submitted on September 2, 2025, to Mr. Anthony Simon, with confirmation received that the item would be removed from inventory by mid-September. To strengthen inventory oversight moving forward:

· Quarterly inventory checks will be conducted and reported in a timely manner.

· Any discrepancies identified will be promptly documented and reported on the quarterly post-inventory report form.

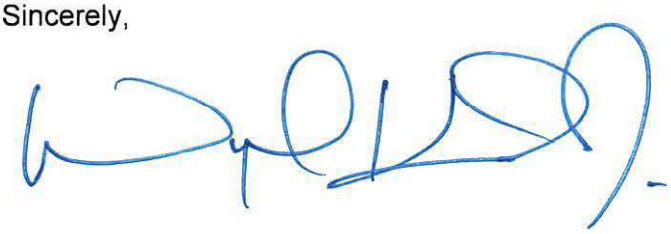
Inventory Compliance and Oversight To ensure ongoing compliance with inventory requirements:

· Moving forward, semi-annual inventory forms will be completed and submitted as required.

· The principal will ensure that all semi-annual inventory forms are completed accurately, submitted by the established deadlines, and that a copy of each submission is maintained for recordkeeping purposes.

We are committed to maintaining accurate inventory records and strengthening internal controls to prevent future discrepancies. Thank you for your review and for the opportunity to address these matters. Please feel free to contact us should you require any additional documentation or clarification.

Sincerely,



Wylie L. Howard Jr.
Principal
Whiddon-Rogers Education Center
Office: (754) 321-7555

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property Division
2025-2026
Pine Ridge Education Center (0653)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	07-83790	DVMRE TRIPLEX DIGITAL RECORDER	D506T92500340	$2,765.40	$0.00
2	20-10417	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXGL	$622.50	$0.00
			Total	**$3,387.90**	**$0.00**

Location: **Pine Ridge Education Center (0653)**
Custodian: **Henry Brown, Principal**
Address: **1251 SW 4th Ave Ft. Lauderdale, FL 33317**

Total Number of Items in Sample: 150
Total Dollar Cost of Items in Sample: $368,009.71
Total Number of Items Unaccounted-for: 2
Total Dollar Cost of Items Unaccounted-for: $3,387.90
Total Netbook Value of Items Unaccounted-for: $0.00

As a result of the property and inventory audit conducted at Pine Ridge Education Center, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

During a test-based audit of property and inventory at Pine Ridge Education Center, two items were unaccounted for. The absence of effective controls for the safeguarding of equipment increases the risk of additional property items becoming missing or lost, as well as being inaccurately reported.

Business Practice Bulletin O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation."*

Reporting Theft or Vandalism

On August 18, 2021, a Police report was filed for the Lenovo Laptop. Police report, **03290** *Tangible Property Loss/ Equipment Acquisition Form* and the Immediate Notification Form was not submitted to Capital Asset. Which is out of compliance with the District's policies and procedures. The asset remains unaccounted for.

Business Practice Bulletin O-100 Section E states, *"The original **03290** Tangible Property Loss/ Equipment Acquisition Form, with a copy of the Immediate Notification Form and the police report attached, should then be forwarded to Accounting & Financial Reporting Department - Capital Assets for record amendment. After allowing an appropriate period of time for the loss to be processed, the location should verify the applicable property records have been amended to reflect the loss. In the event property records have not been appropriately amended, the location should follow-up with Accounting & Financial Reporting Department - Capital Assets to ascertain the processing status of the submitted documentation*

Conducting Semi-Annual Inventories

The property custodian reported that a *DVMRE TRIPLEX DIGITAL RECORDER* was removed from the location by the Broward District School Police Department (BDSPD) in 2012-2013. However, the Office of the Chief Auditor accounted for this item in the 2015 and 2018 audits. During the semi-annual inventory, the asset was not reconciled. The property custodian had multiple semi-annual opportunities to address the unaccounted-for asset.

Regular semi-annual inventory reconciliation allows the school to promptly detect and resolve mistakes, discrepancies, or other inconsistencies. Non-compliance with policies and procedures for tangible personal property leaves the District vulnerable to undetected employee errors, theft, or misuse of assets.

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Implement internal control procedures that include periodic reconciliation of asset records which is conducted, at least, semi-annually accordance with District policies and procedures for property control.
- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team member(s) to participate in the Information Technology Department's *Inventory Process & Tips* training.
- Review Business Practice Bulletin O-100 Procedures for Property and Inventory Control with the designated property team member(s) and all relating staff to ensure compliance with all policies and procedures.
- Continue school efforts to locate the remaining unaccounted-for items.

Established 1915
BROWARD
County Public Schools

PINE RIDGE EDUCATION CENTER
Dr. Henry Brown, Principal
Ameerah Pompilus, Intern Principal
1251 SW 42nd Avenue
Ft. Lauderdale, FL 33317
phone: 754-321-7250 • fax: 754-321-7290
pineridge@browardschools.com
www.browardschools.com/pineridge

The School Board of Broward County, Florida

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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of School

January 14, 2025

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

From: Dr. Henry L. Brown, Principal
0653 Pine Ridge Education Center

Via: Dr. Ted Toomer, Central Regional Superintendent

Subject: **MANAGEMENT RESPONSE TO PROPERTY AUDIT OF 0653 PINE RIDGE EDUCATION CENTER**

1. This letter services as our formal management response to the findings presented in your audit report concerning our school January 12, 2025. We appreciate the comprehensive review and the valuable insights provided.
2. **Summary of Unaccounted for Tangible Personal Property**

Inventory Number	Description	Unit Cost	Serial Number	Acquired Date
1. 20-10417	Lenovo ThinkPad	622.50	**R90XDXGL**	06/16/20
2. 07-83790	DVMRE TRIPLEX DIGITAL	2,765.00	**D506T92500340**	1/19/07

3. **Response for Finding 1**
   a. The following is a narrative outlining what happened to the asset and the actions taken to locate the missing/lost asset:

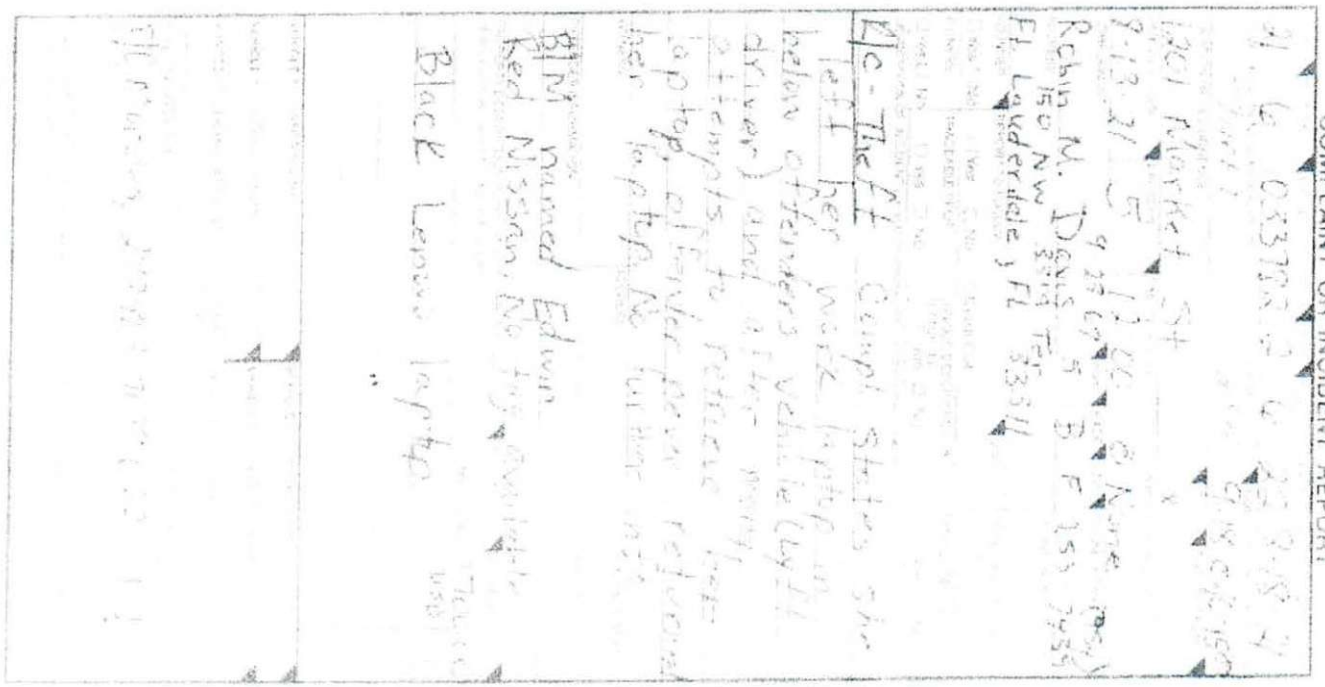
      The Lenovo ThinkPad 20-20417 valued at $622.50 was reported stolen by an employee while in Philadelphia, Pennsylvania on August 13, 2021. A police report was submitted and attached to this report.
4. **Response to Finding 2**
   a. On November 11, 2013, the DVMRE Triplex Digital 07-83798 was confiscated by the Broward County School District School Police as evidence in a legal matter. The property pass for this asset is attached to this report.

If you have any additional questions or information, please contact Dr. Henry L. Brown, Principal Pine Ridge Education Center, at 754-321-7263, henry.brown@browardschools.com.

Dr. Henry L. Brown, Principal

CC: Dr. Ted Toomer, Central Regional Superintendent

Response 1

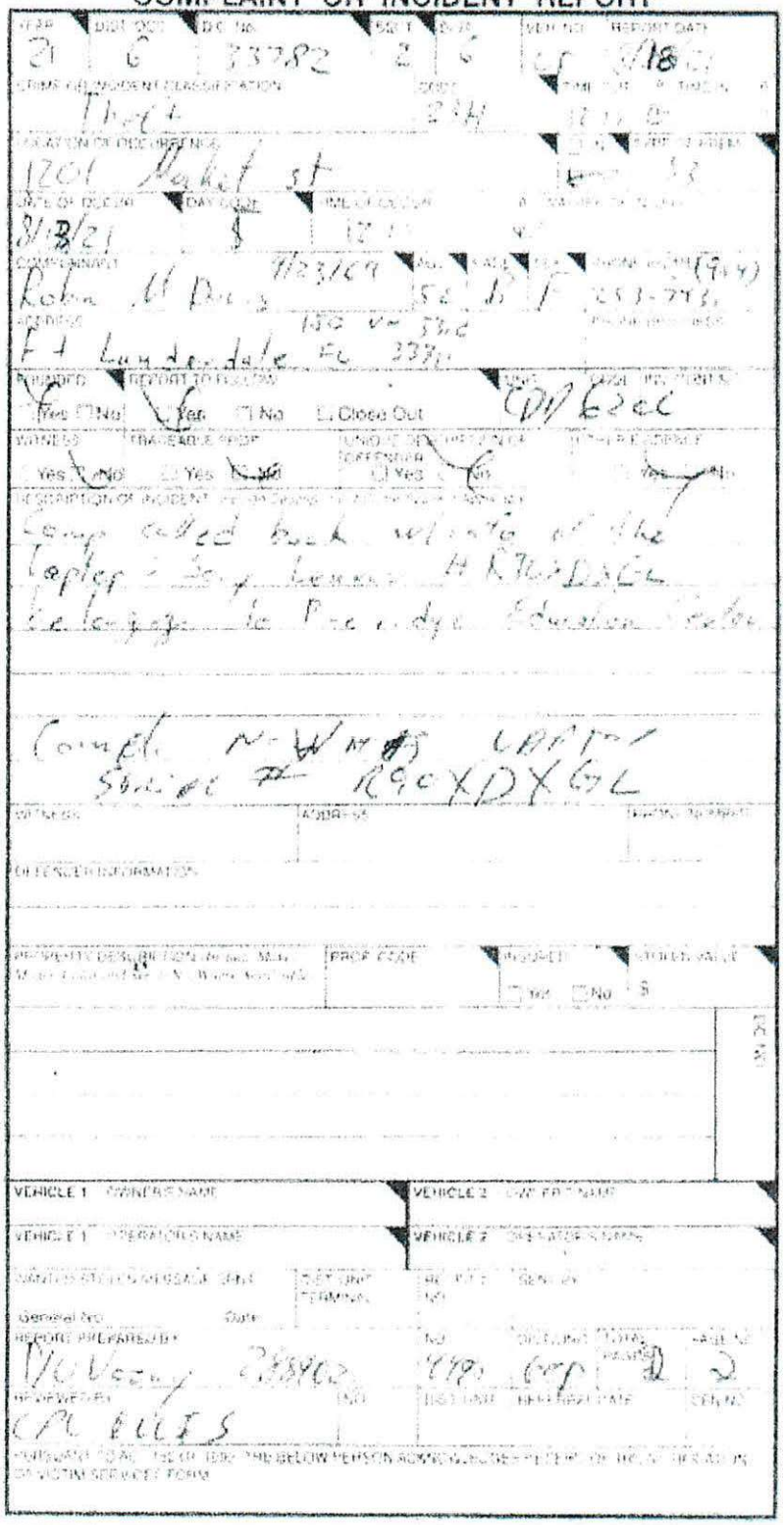


Document as provided by schoo

Responce 1

PHILADELPHIA POLICE DEPARTMENT

COMPLAINT OR INCIDENT REPORT



Document as provided by school

Response 2

Betty Symonette, Office Manager / Confidential
Pine Ridge Education Center
Tel# (754) 321-7262
Fax# (754) 321-7290

Good morning,

A Property Pass or 3290 Transfer form is required for the surveillance equipment that has been taken by SIU. Please complete one and have it acknowledged by both and scan a copy to me.

Thank you,

Rhonda Schaefer
Inventory Audit Specialist
Office of The Chief Auditor
KCW 8th Floor
754-321-2403

Under Florida law, email addresses are public records. Your email address and the contents of any email sent to the sender of this communication will be released in response to any request for public records, except as excluded by F.S. 119.071, 1002.22(3) (d) [student records], or any other law of the State of Florida. If you do not want your email address to be released as part of any public records request, do not send email to this address, rather contact this office by phone or in writing.

response a-

From: **Rhonda R. Schaefer** Monday, November 25, 2013 7:18:17 AM
Subject: Re: Fwd(2): Re: Fwd: Security Camera Replacement
To: **Andrew Rambaran**
Cc: **Belinda D. Hope**

Andrew Rambaran on Wednesday, November 20, 2013 at 12:57 PM -0500 wrote:
The two DVMRE TRIPLEX DIGITAL listed on the "Property Audit Missing List Report" was confiscated as evidence in a legal matter. The equipment now at our premises are loaners (see below).

Andrew Rambaran
Micro Computer Tech.
Pine Ridge Education Center
754-321-7250 ext. 221



----- Original Message -----

From: Betty T. Symonette
Alfonso Gebbia
Wednesday, November 20, 2013 9:25:59 AM
Subject: Fwd: Re: Fwd: Security Camera Replacement
To: Andrew Rambaran

per our conversation

Betty Symonette, Office Manager / Confidential
Pine Ridge Education Center
Tel# (754) 321-7262
Fax# (754) 321-7290

----- Original Message -----

From: Alfonso Gebbia Tuesday, November 19, 2013 11:54:53 AM
Subject: Re: Fwd: Security Camera Replacement
To: Betty T. Symonette

Response 2

Betty,
sorry for the delay in my response to your audit questions. The equipment at your school are loaners, and do not belong to the school. Your units have been confiscated for a case that was requested for video to be pulled from the units.

Alfonso Gebbia
Broward District Schools Police
alfonso.gebbia@browardschools.com

Under Florida law, e-mail addresses, and all communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Betty T. Symonette on November 12, 2013 at 2:08 PM -0500 wrote:
Please give me a call. The auditor stated that the cameras were not suppose to leave the building.

Betty Symonette, Office Manager / Confidential
Pine Ridge Education Center
Tel# (754) 321-7262
Fax# (754) 321-7290

----- Original Message -----

From: Betty T. Symonette Wednesday, November 06, 2013 5:02:52 PM
Subject: Security Camera Replacement
To: Alfonso Gebbia

Good Evening Mr. Gebbia:

Pine Ridge is in the middle of being audit, and the auditor would like for me to get a copy of the purchase order.

I am confused because my security specialist is stating that SIU purchase the camera for the school.

Please call. Your assistance is greatly needed.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROPERTY PASS

BROWARD DISTRICT , SCHOOL POLICE	11/26/2013	0653 Pine Ridge Edu. Center
EMPLOYEE/STUDENT NAME (Circle one)	DATE	LOCATION NO./NAME

The above-named person is authorized to remove from the location above, subject to the conditions established in Board Policy #5306, the tangible personal property described below.

GE DVMRE	07-83790	D506-T92-500340
PROPERTY DESCRIPTION	BPI #	SERIAL NUMBER

By signing below the borrower agrees to the following stipulations:

a. **The property remains the property of The School Board of Broward County, Florida, and must be returned by the expected return date indicated below in good condition.**
b. **The property shall be used only in connection with borrower's employment/study assignments.**
c. **The borrower shall ensure the safety of the property while it is in his possession.**
d. **The borrower has read, and understands, the provisions of Board Policy #5306**
e. **In case of loss or damage, the borrower shall adequately compensate The School Board of Broward County, Florida. (Not applicable to computer borrowing by District staff.)**

11/25/2014	(1)
EXPECTED RETURN DATE (No later than end of fiscal year)	EMPLOYEE/PARENT/GUARDIAN SIGNATURE (Circle one)

(2) _____
SIGNATURE OF AUTHORIZING PRINCIPAL/SUPERVISOR

The return of the above-described property in good condition is hereby acknowledged.

	(3)
DATE PROPERTY RETURNED	SIGNATURE(PRINCIPAL/DIRECTOR/SUPERVISOR)

Form No. 0013
Revised 4/01
W18122

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property Division
2025-2026
Lake Forest Elementary (0831)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	04-17964	PRINTER, LEXMARK T630N B/W LASER	991L947	$1,208.00	$0.00
2	04-17980	PRINTER, LEXMARK T630N B/W LASER	991L9BR	$1,208.00	$0.00
3	09-81713	AED MACHINE	B06K01896	$1,095.00	$0.00
4	18-00495	KRONOS INTOUCH 9100 H4	00JC643668	$1,695.50	$0.00
5	19-03452	RADIO, MOTOROLA XPR 3300E UHF	446TUZL899	$337.50	$28.12
6	S19-08930	FMR-500 COMBO SYSTEM	OMISSION	$1,869.50	$701.06
7	S20-14887	LENOVO THINKPAD L390 (20NSS48L00)	R90Y2NHG	$622.50	$0.00
			Total	**$8,036.00**	**$729.18**

Location: **Lake Forest Elementary (0831)**
Custodian: **Denise Dopico-Lizano, Principal**
Address: **3550 SW 48 Ave Pembroke Park, FL 33315**

Total Number of Items in Sample: 166
Total Dollar Cost of Items in Sample: $388,834.76
Total Number of Items Unaccounted-for: 7
Total Dollar Cost of Items Unaccounted-for: $8,036.00
Total Netbook Value of Items Unaccounted-for: $729.19

As a result of the property and inventory audit conducted at Lake Forest Elementary, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

A test-based audit of property and inventory at Lake Forest Elementary revealed that seven items were unaccounted-for and could not be located by the school. The school states that it believed three of the unaccounted-for assets may have been mistakenly included in a B-Stock surplus. Additionally, one asset may have been replaced without proper documentation, while another item appears not to have been received from the vendor. Two assets remain unaccounted-for despite search efforts. These seven assets remain unaccounted for due to out-of-compliance documentation and a weakness in safekeeping procedures. The absence of effective controls for the safeguarding of equipment increases the risk of additional property items becoming missing or lost, as well as being inaccurately reported.

Business Practice Bulletin O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation."*

Surplus of Tangible Personal Property

The location indicated that three of the unaccounted-for assets were sent to B-Stock surplus. However, the necessary supporting documentation was not provided. All assets are to be documented at the time of disposal utilizing the School Board approved 3290 Surplus Declaration Form. Property Custodians are responsible for ensuring efficient and accurate surplus activity. It is suggested that surplus materials be segregated and recorded prior to requesting removal. Staff should confirm the accuracy of processing for the intended surplus materials by monitoring the PNI 811 reports. Errors are to be reported to Accounting and Financial Reporting-Capital Asset immediately upon detection to ensure timely correction of record information.

Business Practice Bulletin O-100 Section F states, *"The location should complete a 3290A Surplus/Transfer Declaration Form to identify the tangible personal property to be salvaged.*

The property custodian should verify that the property records have been removed from the property inventory."

Item Replacement

The school suspects that the unaccounted-for AED machine was replaced, but the replacement wasn't properly documented. In the event when an item is traded or exchanged, a memorandum on the vendor's official letterhead detailing both the previous serial number and the new serial number must be submitted to Accounting & Financial Reporting - Capital Assets to ensure accurate record correction.

Purchasing Tangible Personal Property

The school has indicated that the FMR-500 COMBO SYSTEM, noted as unaccounted-for, was not received from the vendor. Supporting documentation was not provided regarding this matter. However, records indicate that the item was acquired on June 30, 2019.

Business Practice Bulletin O-100 Section A.1 states *"When tangible personal property is received on-line, the individual must process the goods receipt for each item separately and record the unique serial number for each property item within the system. If the tangible personal property has not been received at the location, and the asset record was mistakenly created for this location, the property custodian should immediately notify Accounting & Financial Reporting - Capital Assets to correct the discrepancy in a timely manner."*

Conducting Semi-Annual Inventories

A review of the semi-annual inventory forms submitted through BCPS Central revealed that both semi-annual inventory were submitted for the fiscal year. However, the result of the audit indicates there are some weaknesses in conducting semi-annual inventories. Performing semi-annual inventory reconciliation allows the school to promptly detect and resolve any mistakes or inconsistencies that appear. The property custodian had multiple semi-annual opportunities to address the unaccounted-for assets.

Non-compliance with policies and procedures for tangible personal property leaves the District vulnerable to undetected employee errors, theft, or misuse of assets.

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Implement internal control procedures that include periodic reconciliation of asset records which is conducted, at least, semi-annually accordance with District policies and procedures for property control.

(Lake Forest Elementary continued)

- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team member(s) to participate in the Information Technology Department's *Inventory Process & Tips* training.
- Review Business Practice Bulletin O-100 Procedures for Property and Inventory Control with the designated property team member(s) and all relating staff to ensure compliance with all policies and procedures.
- Continue school efforts to locate the remaining unaccounted-for items.

Lake Forest Elementary School
Denise Dopico-Lizano, Principal
3550 SW 48 Ave.
Pembroke Park, Florida 33023
phone: 754-323-6350 • fax: 754-323-6390
email.address@browardschools.com
www.browardschools.com/lakeforest

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 26, 2026

To: Merlin Butler
Manager, Property & Inventory Control Audits

Response to Audit findings for audit conducted on September 15 to September 16, 2025, is below and attached.

NOT PHYSICALLY ACCOUNTED FOR ITEMS

#	Inventory Number	Description	Serial Number	Unit Cost
1	04-17964	PRINTER, LEXMARK T630N B/W LASER	991L947	$1,208.00
		Believe to have been placed in a gaylord box for surplus without the TSS' knowledge or informing TSS. All teachers were reminded to let principal and/or TSS know when items need discarding.		
2	04-17980	PRINTER, LEXMARK T630N B/W LASER	991L9BR	$1,208.00
		Believed to have been placed in a gaylord box for surplus without the TSS' knowledge or informing TSS. All teachers were reminded to let principal and/or TSS know when items need discarding.		
3	09-81713	AED MACHINE	B06K01896	$1,095.00
		Replaced by Environmental Health & Safety department without TSS' knowledge and without providing any paperwork. All parties involved at the time are no longer at our location.		

See Exhibit 1 attached

NOT PHYSICALLY ACCOUNTED FOR ITEMS Continued

#	Inventory Number	Description	Description	Description	Serial Number	Unit Cost
4	18-00495	KRONOS INTOUCH 9100 H4			00JC643668	$1,695.50
		Believed to have been placed in gaylord box without being placed on the surplus spreadsheet.				
5	19-03452	RADIO, MOTOROLA XPR 3300E UHF			446TUZL899	$337.50
		Misplaced by students from the SYEP 2025 Work Readiness Program				
6	S19-08930	FMR-500 COMBO SYSTEM			OMISSION	$1,869.50
		After realizing what this item was it was determined we never received this wireless microphone system so the invoice and packing slip was updated accordingly.				
		See Exhibits 2 & 3 attached				
7	S20-14887	LENOVO THINKPAD L390 (20NSS48L00)			R90Y2NHG	$622.50
		Unknown location				
Total			**$8,036.00**			

Items with incorrect or missing serial numbers:

#	Inventory Number	Description	Serial Number	Unit Cost
1	15-05180	MIMIO PROJECTOR	2B26600A-I11087D30	2B26600A-I11087D3008O
		District database in SAP does not allow enough space to fit all the numbers		
2	25-02426	TEN-9022008 T581 MICRO SCRUBBER 20	OMISSION	1255470-01530
3	25-04775	MM-T16W TSUNAMI 16-GAL WET VAC	OMISSION	24086209
4	25-04776	MM-T16W TSUNAMI 16-GAL WET VAC	OMISSION	24086206
		The Business support center is not entering the serial numbers from the packing slips submitted. This was discussed with BSC to ensure this is done in the future.		
5	R15-80470	LEXMARK MX710DE MONO MFP	746326990	74632699021TX
		Corrected		
6	S19-08931	KIT W/3XBI-COLOR QUARTER X1 LED LT	OMISSION	**Request for District Serial Number**
7	S19-08936	40-INPRO BRAVIA TV	S015129534F	5129534
		Corrected		

8	S19-08945	KIT VIDEO TELESCOPE TWIN LEG	OMISSION	**Request for District Serial Number**
9	S21-03241	ION DEFENSE SANI. ELECTROSTATIC SPRAYER **Corrected**	NONE	MEDU42165620.389
10	S21-03242	ION DEFENSE SANI. ELECTROSTATIC SPRAYER **Corrected**	NONE	MEDU42165620.393
11	S21-03243	ION DEFENSE SANI. ELECTROSTATIC SPRAYER **Corrected**	NONE	MEDU42165620.388

#	Purchasing Number	Description	G/L Account	Correct G/L Account	Value Cost
1	4525035926	27" LAMINATOR	55110000	56410000	$ 1,916.03

The Business Support Center entered this order incorrectly (as supplies instead of a laminator). Documentation has been submitted to make correction and to add to BPI. Principal discussed the need to ensure that items are entered correctly with the BSC and the school's liaison to double check the entries from BSC to assist with ensuring that it does not occur in the future.

Please let me know if you need any further information.

Sincerely,

Denise Lizano
Principal, Lake Forest Elementary

Established 1915
BROWARD
County Public Schools

ALISON WITOSHYNSKY, DIRECTOR
ENVIRONMENTAL HEALTH & SAFETY

PHONE: 754-321-4200 **EMAIL: alison.witoshynsky@browardschools.com**

January 13, 2026

TO: Denise M. Dopico-Lizano
Principal, Lake Forest Elementary

FROM: Ana C. Ferreyra, Coordinator, Health and Safety
Environmental Health & Safety

VIA: Alison D. Witoshynsky, Director
Environmental Health & Safety

SUBJECT: AUTOMATED EXTERNAL DEFRIBULATOR, B06K-01896

In August 2021, Environmental Health & Safety (EH&S) staff removed a non-working Automatic External Defibrillator (AED) unit from Lake Forest Elementary, Serial Number B06K-01896. EH&S staff communicated with the vendor, One Beat, to obtain additional details about the age of the unit and possible warranty repair or replacement.

The unit was identified as 15 years old (in 2021) indicating it was no longer covered by any warranty. After testing, the vendor identified that the unit was recommended "to be removed from service". A replacement unit Serial Number B20D-02280, included on EH&S inventory with property pass to the school, was delivered to the school in August 2021.

It does not appear that the B06K-01896 AED unit was ever received or obtained from the vendor following evaluation, nor were necessary inventory documentation completed by EH&S staff. As the unit is on the Lake Forest Elementary inventory, this memo is being submitted to document the findings of the unit warranty and testing.

Personnel have changed at both the vendor and EH&S since August 2021. In January 2026, EH&S staff requested that current One Beat staff see if they have this unit in their possession—they cannot locate it. Due to the time that has passed since the original notification, the unit being past warranty, and recommendation to not be in service, we believe that the unit was disposed by the vendor. The unit must be taken out of Lake Forest Elementary's inventory, and the replacement unit B20D-02280 will serve as the permanent fixture at that location.

For additional information, please contact **Alison Witoshynsky, Director, Environmental Health & Safety Department 754-321-4200 or alison.witoshynsky@browardschools.com.**

ADW/ acf

PRO SOUND & VIDEO

INVOICE

66983

SEAL STAGE EQUIPMENT AND LIGHTING

*It's all about **performance.***

SOLD TO:	SCHOOL BOARD OF BROWARD ATTN: ACOUNTS PAYABLE 600 SE 3RD AVE., 7TH FLOOR FORT LAUDERDALE, FL 33301	SHIP TO:	LAKE FOREST ELEMENTARY 3550 SW 48TH AVE. PEMBROKE PARK, FL 33023
CONTACT:	ACCOUNTING DIVISION	CONTACT:	GAIL SAVARY

DATE	SHIP VIA	CUSTOMER NO.	TERMS
04/30/19		BROWARD	NET 30

P.O. NUMBER	ORDER DATE	ORDER NUMBER	SALESPERSON
4218000773	11/05/18 12:00:00	14476	JEVANS

QTY	PART NUMBER	PART DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.00		Hand-held camcorder. SN: S0112243514, S0112243222	$1,866.79	$3,733.58
1.00		SE-1200MU and RMC-260. SN: 1200MU - 00659872 SN: RMC - 00639173	$1,705.72	$1,705.72
1.00		16-Input six bus mixer SN: UGYO01043	$423.25	$423.25
3.00		Cardioid Dynamic Microphone	$51.35	$154.05
1.00		Starter Series Package Auto Cue Teleprompter SN: H15SSP0523	$1,556.13	$1,556.13
3.00		Lavaliere Cardioid Condenser Microphone	$105.00	$315.00
2.00		10' Premium Microphone Cable	$23.23	$46.46
6.00		25' Premium Microphone Cable	$31.52	$189.12
1.00		Standalone USB recorder SN: 00642567	$426.64	$426.64
1.00		Component/Composite Converter DAC-505 SN: 00655046	$298.39	$298.39
1.00		40" Sony Pro Bravia TV	$494.99	$494.99

COMMENTS

THANK YOU

SUBTOTAL:	$9,343.33
USD TOTAL:	$12,788.66

Remit Payment to:
Pro Sound, Inc.
1375 N.E. 123 Street
Miami, FL 33161
(305) 891-1000

PRO SOUND & VIDEO

INVOICE

66983

SEAL STAGE EQUIPMENT AND LIGHTING

*It's all about **performance.***

SOLD TO:	SCHOOL BOARD OF BROWARD ATTN: ACOUNTS PAYABLE 600 SE 3RD AVE., 7TH FLOOR FORT LAUDERDALE, FL 33301	SHIP TO:	LAKE FOREST ELEMENTARY 3550 SW 48TH AVE. PEMBROKE PARK, FL 33023
CONTACT:	ACCOUNTING DIVISION	CONTACT:	GAIL SAVARY

DATE	SHIP VIA	CUSTOMER NO.	TERMS
04/30/19		BROWARD	NET 30

P.O. NUMBER	ORDER DATE	ORDER NUMBER	SALESPERSON
4218000773	11/05/18 12:00:00	14476	JEVANS

QTY	PART NUMBER	PART DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	Kit Video Telescopic Twin Leg	- S19-08945	$436.80	$436.80
1.00	Datavideo 1RU rack mount for HDRI		$42.75	$42.75
1.00	504HD Head & 546B tripod system		$686.40	$686.40
1.00	Rack mount holder		$255.64	$255.64
	SN: 00658297			
1.00	Rkmt W/Pilot Lt		$98.00	$98.00
1.00	Rack,18"Deep	BRK6	$107.64	$107.64
2.00	Black 3ft HDMI Cable		$11.44	$22.88
1.00	Black 9ft HDMI Cable		$20.64	$20.64
2.00	Belden HD/SDI Cable	?	$55.87	$111.74
1.00	Belden HD/SDI 10'		$44.70	$44.70
2.00	FMR-500 Combo System	? NEVER RECEIVED	$809.07	$1,618.14

COMMENTS

THANK YOU

SUBTOTAL:	$12,788.66
USD TOTAL:	$12,788.66

Remit Payment to:
Pro Sound, Inc.
1375 N.E. 123 Street
Miami, FL 33161
(305) 891-1000

PRO SOUND & VIDEO

PACKING SLIP

CLIENT PO # 4218000773

SEAL STAGE EQUIPMENT AND LIGHTING

1375 N.E. 123 Street
Miami, FL 33161
(305) 891-1000

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BILL TO:	SHIP TO:	
COMPANY SCHOOL BOARD OF BROWARD COUNTY	COMPANY LAKE FOREST ELEMENTARY	DATE 11/05/2018
ADDRESS ATTN: ACOUNTS PAYABLE	ADDRESS 3550 SW 48TH AVE.	QUOTE NO. 14476
600 SE 3RD AVE., 7TH FLOOR		PACKED BY
FORT LAUDERDALE, FL 33301	PEMBROKE PARK, FL 33023	SHIP VIA
CONTACT ACCOUNTING DIVISION	CONTACT KIMBERLY LLOYD	COURIER
PHONE (754)321-8484	PHONE (754)323-6350	TRACKING NO.

MODEL #	MANUFACTURER	PART DESCRIPTION	QTY
504HD,546BK	MANFROTTO	504HD Head & 546B tripod system w/bag $802422 : 8/20/62	1.00
AT8314-10	Audio Technica	10' Premium Microphone Cable	4.00
AT8314-25	AUDIO TECHNICA	25' Premium Microphone Cable	6.00
BRK6	Middle Atlantic	6Sp (10.5") Rack,18"Deep	1.00
CA-HDMI-BLK-1	Aurora Multimedia	BLACK 3ft (1m) HDMI 2.0 Cable	2.00
CA-HDMI-BLK-3	Aurora Multimedia	BLACK 9ft (3m) HDMI 2.0 Cable	1.00
DAC-50S	DATAVIDEO	HD/SD-SDI to Component/Composite Converter with built-in up/down scaler	1.00
FWD40W650D	SONY ELECTRONICS	40" PRO BRAVIA TV FOR MULTIVIEW OUT	1.00
HDR-1	DATAVIDEO	Standalone H.264 USB recorder with HDMI input and output. Records a	1.00
MG16	YAMAHA	16-INPUT SIX BUS MIXER	1.00
MVK502AM-1	MANFROTTO	Kit Video Telescopic Twin Leg	1.00
OCU-SSP15	Autoscript	15" Starter Series Package	1.00
PD-915R-PL	Middle Atlantic	MIDDLE ATLANTIC 9Out,15A,Rkmt W/Pilot Lt	1.00
PRO41	AUDIO TECHNICA	Cardioid Dynamic Microphone	3.00
PRO70	AUDIO TECHNICA	Lavaliere Cardioid Condenser Microphone	3.00
PXWX70	SONY ELECTRONICS	XDCAM XAVC HD422 hand-held camcorder.	2.00
RMK-1	Datavideo	DATAVIDEO 1RU RK MOUNT FOR HDR1	1.00
RMK-2	Datavideo	2 RU rack mount holder for DAC60,70,8P,80,90, 9P, and TC-	1.00
SEB-1200	DATAVIDEO	Kit includes: SE-1200MU and RMC-260. ✓	1.00

Delivered By_____ Received By_____ Date_____

Signature_____

PRO SOUND & VIDEO

SALES ORDER

14476

SEAL STAGE EQUIPMENT AND LIGHTING

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1375 N.E. 123 Street
Miami, FL 33161
(305) 891-1000

BILL TO:		SHIP TO:			
COMPANY	SCHOOL BOARD OF BROWARD	COMPANY	LAKE FOREST ELEMENTARY	DATE	11/05/18
ADDRESS	ATTN: ACOUNTS PAYABLE	ADDRESS	3550 SW 48TH AVE.	CUSTOMER NO.	SBBC
	600 SE 3RD AVE., 7TH FLOOR			SALES REP.	JEVANS
	FORT LAUDERDALE, FL 33301		PEMBROKE PARK, FL 33023	TERMS	NET 30
CONTACT	ACCOUNTING DIVISION	CONTACT	KIMBERLY LLOYD	P.O. NO.	4218000773
PHONE		PHONE	(754)323-6350	DELIVERY MTHD	

MODEL #	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PXWX70	SONY ELECTRONICS	XDCAM XAVC HD422 hand-held camcorder. LIST PRICE 2319.00	2.00	$1,866.79	$3,733.58
SEB-1200	DATAVIDEO	Kit includes: SE-1200MU and RMC-260. LIST PRICE $1995.00	1.00	$1,705.72	$1,705.72
MG16	YAMAHA	16-INPUT SIX BUS MIXER LIST PRICE $ 565.00	1.00	$423.25	$423.25
PRO41	AUDIO TECHNICA	Cardioid Dynamic Microphone LIST PRICE $79.00	3.00	$51.35	$154.05
OCU-SSP15	Autoscript	15" Starter Series Package LIST PRICE $1799.00	1.00	$1,556.13	$1,556.13
PRO70	AUDIO TECHNICA	Lavaliere Cardioid Condenser Microphone LIST PRICE $129.00	3.00	$105.00	$315.00
AT8314-10	AUDIO TECHNICA	10' Premium Microphone Cable ~~LIST PRICE $35.75~~	2.00	$23.23	$46.46
AT8314-10	Audio Technica	10' Premium Microphone Cable	2.00	$0.00	$0.00
AT8314-25	AUDIO TECHNICA	25' Premium Microphone Cable LIST PRICE$48.50	6.00	$31.52	$189.12

Continued on next page...

PRO SOUND & VIDEO

SALES ORDER

14476

SEAL STAGE EQUIPMENT AND LIGHTING

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1375 N.E. 123 Street
Miami, FL 33161
(305) 891-1000

BILL TO:		SHIP TO:			
COMPANY	SCHOOL BOARD OF BROWARD	COMPANY	LAKE FOREST ELEMENTARY	DATE	11/05/18
ADDRESS	ATTN: ACOUNTS PAYABLE	ADDRESS	3550 SW 48TH AVE.	CUSTOMER NO.	SBBC
	600 SE 3RD AVE., 7TH FLOOR			SALES REP.	JEVANS
	FORT LAUDERDALE, FL 33301		PEMBROKE PARK, FL 33023	TERMS	NET 30
CONTACT	ACCOUNTING DIVISION	CONTACT	KIMBERLY LLOYD	P.O. NO.	4218000773
PHONE		PHONE	(754)323-6350	DELIVERY MTHD	

MODEL #	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
HDR-1	DATAVIDEO	Standalone H.264 USB recorder with HDMI input and output. Records a MP4 file, perfect for archiving LIST PRICE $499.00	1.00	$426.64	$426.64
DAC-50S	DATAVIDEO	HD/SD-SDI to Component/Composite Converter with built-in up/down scaler and audio de-embedder. LIST PRICE $49.00	1.00	$298.39	$298.39
FWD40W650D	SONY ELECTRONICS	40" PRO BRAVIA TV FOR MULTIVIEW OUT LIST PRICE $614.98	1.00	$494.99	$494.99
MVK502AM-1	MANFROTTO	Kit Video Telescopic Twin Leg LIST PRICE $560.00	1.00	$436.80	$436.80
RMK-1	Datavideo	DATAVIDEO 1RU RK MOUNT FOR HDR1 LIST PRICE $50.00	1.00	$42.75	$42.75
504HD,546BK	MANFROTTO	504HD Head & 546B tripod system w/bag LIST PRICE $880.00	1.00	$686.40	$686.40
RMK-2	Datavideo	2 RU rack mount holder for DAC60,70,8P,80,90, 9P, and TC-200. It fits 8. It comes with a power cen LIST PRICE $ 299.00	1.00	$255.64	$255.64
PD-915R-PL	Middle Atlantic	MIDDLE ATLANTIC 9Out,15A,Rkmt W/Pilot Lt LIST PRICE $163.00	1.00	$98.00	$98.00

Continued on next page...

PRO SOUND & VIDEO

SALES ORDER

14476

SEAL STAGE EQUIPMENT AND LIGHTING

It's all about **performance.**

1375 N.E. 123 Street
Miami, FL 33161
(305) 891-1000

BILL TO:	SHIP TO:	
COMPANY SCHOOL BOARD OF BROWARD	COMPANY LAKE FOREST ELEMENTARY	DATE 11/05/18
ADDRESS ATTN: ACOUNTS PAYABLE	ADDRESS 3550 SW 48TH AVE.	CUSTOMER NO. SBBC
600 SE 3RD AVE., 7TH FLOOR		SALES REP. JEVANS
FORT LAUDERDALE, FL 33301	PEMBROKE PARK, FL 33023	TERMS NET 30
CONTACT ACCOUNTING DIVISION	CONTACT KIMBERLY LLOYD	P.O. NO. 4218000773
PHONE	PHONE (754)323-6350	DELIVERY MTHD

MODEL #	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BRK6	Middle Atlantic	6Sp (10.5") Rack,18"Deep LIST PRICE $184.00	1.00	$107.64	$107.64
CA-HDMI-BLK-1	Aurora Multimedia	BLACK 3ft (1m) HDMI 2.0 Cable LIST PRICE $19.90	2.00	$11.44	$22.89
CA-HDMI-BLK-3	Aurora Multimedia	BLACK 9ft (3m) HDMI 2.0 Cable LIST PRICE $35.90	1.00	$20.64	$20.64
MISC-CABLES	Belden	CANCELLED - BELDEN HD/SDI CABLE 30' LIST PRICE $75.00	2.00	$0.00	$0.00
MISC-CABLES	Belden	CANCELLED - BELDEN HD/SDI 10' LIST PRICE $62.70	1.00	$0.00	$0.00
FMR-500H/L-G	TELEX	CANCELLED - FMR-500 Combo System includes: FMR-500 1112 Channel receiver, HT-500D handheld with EV 767a dynamic LIST PRICE $1086.00	2.00	$0.00	$0.00
	PROSOUND	Installation Services	3.00	$0.00	$0.00
	PROSOUND	Travel Time	1.00	$55.00	$55.00

COMMENTS

SUBTOTAL:	$11,069.09
TOTAL:	**$11,069.09**

CUSTOMER ACCEPTS ORDER AS INDICATED

Name (Please Print): _____

Authorized Signature: _____ Date: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property Division
2025-2026
Davie Elementary (2801)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value[1]
1	08LA02818	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812AGR0P1	$2,769.81	$0.00
			Total	**$2,769.81**	**$0.00**

Location: **Davie Elementary (2801)**
Custodian: **Delicia Collins, Principal**
Address: **7025 SW 39th St. Davie, FL 33315**

Total Number of Items in Sample: 152
Total Dollar Cost of Items in Sample: $347,985.33
Total Number of Items Unaccounted-for: 1
Total Dollar Cost of Items Unaccounted-for: $2,769.81
Total Netbook Value of Items Unaccounted-for: $0.00

As a result of the property and inventory audit conducted at Davie Elementary, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

During a test-based audit of property and inventory at Davie Elementary, an Apple MacBook was not located to be accounted for. The school was unable to locate the asset and believed it may have been included in a past B-Stock surplus in error. The absence of effective controls for the safeguarding of equipment increases the risk of additional property items becoming missing or lost, as well as the risk of inaccurate reporting of property.

Business Practice Bulletin O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation."*

Surplus of Tangible Personal Property

The school suspects that the Apple MacBook was sent to B-Stock surplus. However, the necessary supporting documentation was not provided. All assets are to be documented at the time of disposal utilizing the School Board approved 3290 Surplus Declaration Form. Property Custodians are responsible for ensuring efficient and accurate surplus activity. It is suggested that surplus materials be segregated and recorded prior to requesting removal. Staff should confirm the accuracy of processing for the intended surplus materials by monitoring the SAP PNI 811 reports. Errors are to be reported to Accounting and Financial Reporting-Capital Asset immediately upon detection to ensure timely correction of record information.

Business Practice Bulletin O-100 Section F states, *"The location should complete a 3290A Surplus/Transfer Declaration Form to identify the tangible personal property to be salvaged. The property custodian should verify that the property records have been removed from the property inventory."*

Conducting Semi-Annual Inventories

A review of the semi-annual inventory forms submitted through BCPS Central revealed that both semi-annual inventories were submitted for the fiscal year. However, the result of the audit indicates there are some weaknesses in conducting semi-annual inventories. Performing semi-annual inventory reconciliation allows the school to promptly detect and resolve any mistakes or inconsistencies that appear. The property custodian had multiple semi-annual opportunities to address the unaccounted-for asset.

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Implement internal control procedures that include periodic reconciliation of asset records which is conducted, at least, semi-annually accordance with District policies and procedures for property control.
- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team member(s) to participate in the Information Technology Department's *Inventory Process & Tips* training.
- Review Business Practice Bulletin O-100 Procedures for Property and Inventory Control with the designated property team member(s) and all relating staff to ensure compliance with all policies and procedures.
- Continue school efforts to locate the remaining unaccounted-for items.

Established 1915
BROWARD
County Public Schools

DELICIA COLLINS, PRINCIPAL
DAVIE ELEMENTARY

PHONE: 754-323-5400 **EMAIL: delicia.collins@browardschools.com**

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

From: Delicia Collins, Principal
Davie Elementary School

Via: Alan Strauss, Superintendent
South Region

Subject: **UNACCOUNTED-FOR PROPERTY AT 2801 DAVIE ELEMENTARY SCHOOL**

Summary of Unaccounted-For Assets
The asset listed below was deemed unaccounted-for during the Semi-Annual Inventory concluded in May 2025. The following explanation outlines why property records require adjustment:

MacBook (08LA02818): The MacBook was not matched to any room in the Inventory Database. It was in two possible past B-Stock surpluses that included 30 and 37 Macbooks respectively in 2019 and 2022. However, this Macbook was not properly recorded and/or retired from the PNI.

The following describes actions taken to locate or recover the missing assets:

A. **MacBook (08LA02818):**
   i) **Searched**: All binders with papers from acquisition (6/7/2008) to present day. All Classrooms, Offices, School Storage Rooms & Closets.
   ii) **Findings**: 2 Property Passes Returned 06/10/2016 (assigned to principal at that time) and 06/8/2017 (assigned to teacher at that time)
   iii) **Additional Checks**: Multiple Tech Specialists B-Stocked outdated Apple devices in 2019 and 2022.

The following procedures have been implemented to prevent future loss and maintain current standings:

A. All assets matched to rooms using PNI.
B. Papers retained to confirm asset status.
C. If missing an asset, submit 03290 Loss Form, SIU Report, Unaccounted Letter to Regional Superintendent before sending to Capital Assets.
D. Collaborate with security to ensure suspicious activity or theft is investigated.
E. Assets valued at $5,000 or more will be subject to tracking room location, last person to make contact, assess Avigilon Camera footage, and enforce accountability.

As all efforts to locate or recover the assets have failed, and the timeline of documentation, we requested the assets be removed from the inventory report. A copy of this information that was sent to Capital Assets was presented to auditors and will be retained at the school for records and future auditing purposes.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property Division
2025-2026
Community School North (3941)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	05-34781	PROJECTOR, EPSON POWERLITE 821	GDQG490320F	$2,221.87	$0.00
2	05-54822	PROJECTOR, ULTRA LIGHT MULTIMEDIA	F57G540394F	$2,023.00	$0.00
3	06-84063	PROJECTOR, EPSON SVGA	FCHG391624F	$2,028.89	$0.00
4	07-01055	PROJECTOR, EPSON POWERLITE 760C LCD	GWKG670020F	$1,499.00	$0.00
5	07-83726	PROJECTOR, EPSON POWERLITE EMP-S4	J3VF722140L	$1,948.00	$0.00
6	13-02131	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	795HNT5	$1,248.00	$0.00
7	19-03659	RADIO, MOTOROLA XPR 3300E UHF	446TVB9853	$337.50	$0.00
8	R13-80359	OSCILLATING SPINDLE SANDER JET	09116772	$1,062.49	$0.00
9	R13-80360	OSCILLATING SPINDLE SANDER JET	07098297	$1,232.76	$0.00
10	R17-80435	PRINTER, LEXMARK MS610DN B/W	45146PHH36FF0	$1,078.10	$0.00
			Total	**$14,679.61**	**$0.00**

Location: **Community School North (3941)**
Custodian: **Jonathan E. Williams, Principal**
Address: **1619 NE 4th Ave Ft. Lauderdale, FL 33304**

Total Number of Items in Sample: 112
Total Dollar Cost of Items in Sample: $274,188.26
Total Number of Items Unaccounted-for: 10
Total Dollar Cost of Items Unaccounted-for: $14,679.61
Total Netbook Value of Items Unaccounted-for: $0.00

As a result of the property and inventory audit conducted at Community School North, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

A test-based audit of property and inventory at Community School North, revealed that ten (10) items were unaccounted-for and could not be located by the school. The property custodian believes that three of the items were surplus in 2024 with missing information on the documentation. The remaining seven items were unable to be found, and police reports were filed that did not adhere to the District's established policies and procedures. The absence of effective controls for the safeguarding of equipment increases the risk of additional property items becoming missing or lost, as well as the risk of inaccurate reporting of property.

Business Practice Bulletin O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation."*

Reporting Theft or Vandalism

The school received notice on July 15, 2025, that its test-based audit of property and inventory would begin on August 26, 2025. On August 25, 2025, a police report was submitted regarding an Epson projector and a Motorola radio. Subsequently, on September 2, 2025, another police report was filed for two projectors. Both reports did not comply with District procedures, as they were not filed within two business days of the respective incidents, but rather due to the equipment not being safeguarded and could not be located for the audit.

Business Practice Bulletin O-100 Section E states, *"All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation. In the event of theft or vandalism, the property custodian will report the loss to the Special Investigative Unit and the local authorities at the time of the incident. As a component of the police & SIU report the location must provide all applicable property and serial numbers of the stolen tangible personal property along with a narrative of the event. This should be completed within 2 business days from when the incident is known or should have been known."*

Surplus of Tangible Personal Property

The property custodian indicated that both OSCILLATING SPINDLE SANDER JET units were surplus in 2024, with incomplete documentation. The property custodian also indicated that the PRINTER, LEXMARK T652DN B/W DUPLEX LASER was surplus with incomplete documentation. All assets are to be documented at the time of disposal utilizing the School Board approved 3290 Surplus Declaration Form. Property Custodians are responsible for ensuring efficient and accurate surplus activity. It is suggested that surplus materials be segregated and recorded prior to requesting removal. Staff should confirm the accuracy of processing for the intended surplus materials by monitoring the SAP PNI 811 reports. Errors are to be reported to Accounting and Financial Reporting-Capital Asset immediately upon detection to ensure timely correction of record information.

Business Practice Bulletin O-100 Section F states, *"The location should complete a 3290A Surplus/Transfer Declaration Form to identify the tangible personal property to be salvaged. The property custodian should verify that the property records have been removed from the property inventory."*

Conducting Semi-Annual Inventories

A review of the semi-annual inventory forms submitted through BCPS Central revealed that, for the fiscal year, only one semi-annual inventory was submitted. Upon further review Office of the Chief Auditor determined that the school only submitted one semi-annual inventory for the prior fiscal year through BCPS Central. Performing semi-annual inventory reconciliation allows the school to promptly detect and resolve any mistakes or inconsistencies that appear. The property custodian had multiple semi-annual opportunities to address the unaccounted-for assets.

Non-compliance with policies and procedures for tangible personal property leaves the District vulnerable to undetected employee errors, theft, or misuse of assets. The location displayed weaknesses in the controls to safeguard tangible personal property.

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Implement internal control procedures that include periodic reconciliation of asset records which is conducted, at least, semi-annually accordance with District policies and procedures for property control.
- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team member(s) to participate in the Information Technology Department's *Inventory Process & Tips* training.
- Review Business Practice Bulletin O-100 Procedures for Property and Inventory Control with the designated property team member(s) and all relating staff to ensure compliance with all policies and procedures.
- Continue school efforts to locate the remaining unaccounted-for items.

Established 1915
BROWARD
County Public Schools

Jonathan E. Williams, Principal
Community School North

PHONE: 754-321-6764 **FAX:** 754-321-6790 **EMAIL:** jonathan.williams@browardschools.com

February 12, 2026

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

FROM: Jonathan E. Williams, Principal
Community School North

SUBJECT: **CORRECTIVE ACTION PLAN FOR 3941 COMMUNITY SCHOOLS NORTH**

1. Accountability: Summary of Unaccounted for Property
2. Response for Finding 1

The following is a narrative outlining what is believed to have happened to the asset(s) and the actions taken to locate the missing/lost asset(s):

a. Item 1: missing from Piper CS. *COPY POLICE REPORT NEEDED FROM MS. MARSH
b. Item 2: misplaced from Coral Springs CS during numerous moves of the Community School office during roof construction at Coral Springs Middle School. We firmly believe this item is somewhere in Coral Springs Middle School as the file cabinet it was in was never delivered to Community School office. * POLICE REPORT ATTACHED
c. Item 3: missing from Fort Lauderdale CS. This was discovered during the inventory audit.
d. Item 4: misplaced from Coral Springs CS during numerous moves of the Community School office during roof construction at Coral Springs Middle School. We firmly believe this item is somewhere in Coral Springs Middle School as the file cabinet it was in was never delivered to Community School office. * POLICE REPORT ATTACHED
e. Item 5: missing from Taravella High School. * POLICE REPORT ATTACHED
f. Item 6: was B-Stocked with an improper serial number. An "R" was typed instead of a "5." *COPY OF 3290A ATTACHED
g. Item 7: missing from Taravella High School. * POLICE REPORT ATTACHED
h. Item 8 In 2020, ETS staff swapped out the communication equipment in one of our portables. The previous Micro-tech did not ensure the items removed were properly documented. We have no documentation.
i. Items 9 and 10 were B-Stocked by J.P. Taravella High School without our knowledge. These were clearly marked with Community North property stickers but JPT staff listed then as having no serial number, as they did with numerous items. *COPY OF JPT's 3290A ATTACHED

SUBJECT: **CORRECTIVE ACTION PLAN FOR 3941 COMMUNITY SCHOOLS NORTH**

PAGE: 2

j. Item 11: missing from Northeast HS. *COPY OF POLICE REPORT NEEDED FROM MR. ROBINSON
Search efforts:
For several weeks, technology and administrative staff conducted extensive searches for all unaccounted for inventory items across our multiple sites. All efforts to locate the missing items have been exhausted, and SIU notification forms have been completed and submitted, with copies sent to Capital Assets to facilitate the removal of these items from our inventory. To prevent similar issues in the future, we have implemented tighter controls, including communication with our host schools, and more frequent periodic inventory checks.
3. Preventive Measures for Finding 1:
4. The following procedural changes have been implemented to prevent future asset loss:
a. A new administrator will now be in charge of all inventory procedures.
b. The B-Stock ready room has been consolidated at one location with access available to only the inventory team to prevent the unauthorized removal of property. All future items being prepared for B-Stock from our multiple sites will be moved to this secure location promptly.
c. B-Stock pickup will require the Micro-tech to be present before items are removed from the pickup location.
d. The inventory team will receive updated training to guarantee compliance with established procures.
e. A comprehensive inventory check, aligned with the latest PNI report, will be completed by the end of March 2026 to verify accuracy. Quarterly inventory checks will be conducted in-house and any missing items will be promptly investigated up to and including the filing of police reports.
5. Administrative: Semi-Annual Inventory
6. Response for Finding 2:
a. New internal controls have been established to ensure that semi-annual inventories are completed accurately and on time.
b. This task has been assigned to a different administrator who will review the accuracy and submission of the Micro-tech's report prior to certification by the principal.
c. The administration will ensure that any missing items identified during the inventory process are promptly investigated and reported to Capital Assets.
d. A calendar alert has been established by the Office Manager to ensure these reports are completed as scheduled.
7. Administrative: Required Information is Recorded on the Inventory
I'm confused about below. The memo from Merlin Butler only mentions property and semi-annual inventory reports. The Audit Questionnaire #4 says there was an ID Printer with s/n listed "Omission." We do have the s/n and have submitted correction.
Not sure if below needs to be included in CSN Response.

8. Administrative: Property not correctly identified on inventory report.
9. Response for Finding 3:
a. The budgetkeeper had recently retired and appropriate information was not communicated to the Micro-tech.
b. The Office Manager and Budgetkeeper will promptly notify the Micro-tech of any orders containing assets required for PNI report.
c. Upon receipt of orders, the Office Manager, Budgetkeeper and Micro-tech will cross-check serial numbers on items and packing slips to ensure accuracy.
d. Micro-tech will ensure all items are correctly listed on the PNI file.

If you have any questions, please contact **Jonathan E. Williams at 754-321-6764** or **jonathan.williams@browardschools.com**.

c: BCPS Property & Inventory Audits, Ted D. Toomer ; Monique S. Robinson

The School Board of Broward County, Florida
Capital Assets Activity Form
Tangible Property Loss/Equipment Acquisition

Coral Springs

Location Name and Number: Community School North/3941

☒ **Tangible Proprty Loss**

☐ **Equipment Acquisition**
for equipment valued at $1,000 or more that is Acquired with internal funds or by donations

Date of Loss:

Acquisition Date (for acquisition only)	BPI Number If applicable	Serial Number	Model Number	Equipment Description	Cost/Estim. Value	Room/ Bldg
	05-54822	F57G540394F	740C	PROJECTOR, ULTRA LIGHT MULTIMEDIA	2023.00	CSC-00
	07-01055	GWKG670020F	PowerLite 760C	PROJECTOR, EPSON POWERLITE 760C LCD	1499.00	CSC-00

Loss Acknowledged By: _____
Principal, Director (per Policy 3204)

Name of Donor: _____

Donor Address: _____

_____

Acquisition Approved By: _____
Principal, Director (per Policy 3204)

Date: 05/13/2025

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

RECEIVED
ACCOUNTING & FINANCIAL REPORTING DEPARTMENT
2025 OCT 27 PM 3:08

Loss: Submit to Capital Assets Accounting
NOTE: Attach copies of Police and SIU Immediate Notification Report

Acquisition: Submit to Capital Assets Accounting
NOTE Attach copies of Invoice(s)

Retain a copy for your records

Form #3290
10/2010

2180

The School Board of Broward County, Florida
Capital Assets Activity Form
Tangible Property Loss/Equipment Acquisition

Location Name and Number: Community School North/3941

☒ **Tangible Proprty Loss**

☐ **Equipment Acquisition**
for equipment valued at $1,000 or more that is Acquired with internal funds or by donations

Date of Loss:

Acquisition Date (for acquisition only)	BPI Number If applicable	Serial Number	Model Number	Equipment Description	Cost/Estim. Value	Room/ Bldg
	N/A < $1000	FDUS0591561	BX1020	Audio Speakers, Altec Lansing BX1020		CSC-00
	N/A < $1000	PSCK2X01767	X12	Projector, Epson PowerLite X12	00041600	CSC-00
	N/A < $1000	919HM120702466		MIMIO Pad, Dymo	00077800	CSC-00
	N/A < $1000	2AA458AF	1762261	MIMIO Teach, Dymo	00073400	CSC-00

Loss Acknowledged By: _____
Principal, Director (per Policy 3204)

Name of Donor: _____

Donor Address: _____

_____

Acquisition Approved By: _____
Principal, Director (per Policy 3204)

Date: 05/13/2025

Loss: Submit to Capital Assets Accounting
NOTE: Attach copies of Police and SIU Immediate Notification Report

Acquisition: Submit to Capital Assets Accounting
NOTE Attach copies of Invoice(s)

Retain a copy for your records

n #3290
10/2010

2181

(77 A) - ATTACHMENT

BROWARD COUNTY SCHOOLS POLICE

IMMEDIATE NOTIFICATION FORM (NON-PERSONNEL)

Complete form for serious incidents, property loss/damage EMAIL to your Assigned Officer

REPORTING INFORMATION

School/Site CORAL SPRINGS COMM. SCHOOL Incident LOST PROPERTY

Telephone # 954 812-8813 Terms Event # 954 812-8813

Area [✔] N [ ] C [ ] S Date of Incident 09/02/20 Time of Incident

Principal Administrator RICK CUNNINGHAM Incident Occurred [✔] On Campus [ ] Off Campus

Name of Complainant RICK CUNNINGHAM

[ ] Student [✔] Employee [ ] Parent [ ] Other

GANG RELATED [ ] YES [✔] NO [ ] REQUIRES FURTHER INVESTIGATION

DETAILS OF INCIDENT

Victim (s):

			Grade	R	S	DOB	PH#
Name		SID					
Name		SID ON					

Suspect (s):

			Grade	R	S	DOB	PH#
Name		SID					
Name		SID					

(Please use additional sheets if necessary.)

Describe Incident/Injuries: ON TUESDAY 09/02/2025 LOST PROPERTY FOR CORAL SPRINGS MIDDLE (BPI)# 05-54822 (SERIAL) # F57G540394F PROJECTOR ULTRA LIGHT MULTIMEDIA PIECES OF SCHOOL BOARD EQUIPMENT 2023.00

Describe Property Loss/Damage:

Police Notified [✔] Yes [ ] No Police Agency OFF CHRISTIAN CRAWFO Report # 25-8227

Paramedics [ ] Yes [ ] No

Signature of Reporting Administrator:

BCSP OFFICE USE ONLY

Investigation Assigned By: Date:

Officer Assigned: Officer Notes:

Final Incident Determination:

FORM #4617 11/95
Revised 10/24

INCIDENT/INVESTIGATION REPORT

Agency Name	Coral Springs Police Department
ORI	FL0062800
Case#	25-008227
Date / Time Reported	09/02/2025 15:00 Tue
Last Known Secure	09/02/2025 15:00 Tue
At Found	09/02/2025 15:00 Tue

INCIDENT DATA

Location of Incident	Premise Type	Zone/Tract
10300 WILES RD, Coral Springs FL 33076	School-elementary/second	4, 43

	Crime Incident(s)	(Com)	Weapon / Tools	Activity	Entry	Exit	Security
#1	Lost Property LOSPROP						
#2	Crime Incident	( )					
#3	Crime Incident	( )					

MO

VICTIM

of Victims 0 | Type: | Injury: | Domestic: N

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
V1								

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: BUSINESS | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	BORWARD COUNTY SCHOOL BOARD						N/A	

Home Address: 1700 SW 14 CT FORT LAUDERDALE, FL 33312 | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

Type: INDIVIDUAL | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
RP	CUNNINGHAM, RICK			W	M			

Home Address: 10300 WILES RD CORAL SPRINGS, FL 33076 | Home Phone

Employer Name/Address: BCSB (ADMINISTRATION) | Business Phone | Mobile Phone: 954-812-8813

PROPERTY

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Officer reporting signed and hereby sworn to: CRAWFORD, C. (SRO) (PD0753)

Sworn to and subscribed before me: HARTY, R. J. (SRO) (PD0636) | Invest ID# (0)

Status | Complainant Signature | Case Status: Inactive 09/02/2025 | Case Disposition: | Page 1

INCIDENT/INVESTIGATION REPORT

Coral Springs Police Department

Case # *25-008227*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

	UCR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity
DRUGS						

Assisting Officers

Suspect Hate / Bias Motivated:

NARRATIVE

On this date, I met with BCSB administrator Cunningham, Rick at the CSMS. Cunningham is the administrator for the night school that is held at CSMS in the evenings. Cunningham wanted to document the following pieces of school board equipment that had either been misplaced or lost. Cunningham simply wanted the items documented as of today, as they may have been misplaced and it is unknown at this time if they may still be at the school, which may have occurred due to the amount of classroom movement because of a large construction project occurring at the school. The following items are the items in question:

3x Epson powerlight Projectors: #GWKG670020F, #PSCK2X01767, #F57G540394F
2x Mimio teach dymo Pads: #919HM120702466, #2AA458AF
1x Altec Lansing speakers BX1020: #FDUS0591561

The School Board of Broward County, Florida
Capital Assets Activity Form
Tangible Property Loss/Equipment Acquisition

Tomavella

Location Name and Number: Community School North/3941

☒ **Tangible Proprty Loss**

☐ **Equipment Acquisition**
for equipment valued at $1,000 or more that is Acquired with internal funds or by donations

Date of Loss:

Acquisition Date (for acquisition only)	BPI Number If applicable	Serial Number	Model Number	Equipment Description	Cost/Estim. Value	Room/ Bldg
	07-83726	J3MF722140L	EMP-S4	PROJECTOR, EPSON POWERLITE EMP-S4	1948.00	TAC 00
	19-03659	446TVB9853	XPR 3300	Radio, Motorola XPR 3300e	337.50	831 Front Office

Loss Acknowledged By: _____
Principal, Director (per Policy 3204)

Name of Donor: _____

Donor Address: _____

_____

Acquisition Approved By: _____
Principal, Director (per Policy 3204)

Date: 05/13/2025

Loss: Submit to Capital Assets Accounting
NOTE: Attach copies of Police and SIU Immediate Notification Report

Acquisition: Submit to Capital Assets Accounting
NOTE Attach copies of Invoice(s)

Retain a copy for your records

(77 A) - ATTACHMENT

BROWARD COUNTY SCHOOLS POLICE

IMMEDIATE NOTIFICATION FORM (NON-PERSONNEL)

Complete form for serious incidents, property loss/damage EMAIL to your Assigned Officer

REPORTING INFORMATION

School/Site TARAVELLA COMM SCHOOL **Incident** LOST PROPERTY

Telephone # 754 322-2300 **Terms Event #** 754 322-2300

Area [✔] N [ ] C [ ] S **Date of Incident** 08/25/20 **Time of Incident**

Principal Administrator MARSH ERIN **Incident Occurred** [✔] On Campus [ ] Off Campus

Name of Complainant MARSH ERIN

[ ] Student [✔] Employee [ ] Parent [ ] Other

GANG RELATED [ ] YES [✔] NO [ ] REQUIRES FURTHER INVESTIGATION

DETAILS OF INCIDENT

Victim (s):

			Grade	R	S	DOB	PH#
Name	**SID**						
Name	**SID**	ON					

Suspect (s):

Name	**SID**						
Name	**SID**						

(Please use additional sheets if necessary.)

Describe Incident/Injuries: ON 8/25/2025 LOST PROPERT (#BPI) #07-83726 SERIAL J3VF722140L PROJECTOR EPSON POWERLITE EMP-S4 PIECES# 1948.00 ITEM TOO (BPI)19-03659 (SERIAL)# 446TVB9853 RADIO MOTOROLA XPR 3300E PIECES #337.50

Describe Property Loss/Damage:

Police Notified [✔] Yes [ ] No **Police Agency** JENNING L PD 25-007968 **Report #** 1238

Paramedics [ ] Yes [ ] No

Signature of Reporting Administrator: CRL

BCSP OFFICE USE ONLY

Investigation Assigned By: **Date:**

Officer Assigned: **Officer Notes:**

Final Incident Determination:

FORM #4617 11/95
Revised 10/24

INCIDENT/INVESTIGATION REPORT

Agency Name	Coral Springs Police Department
ORI	FL0062800
Case#	25-007968
Date / Time Reported	08/25/2025 16:59 Mon
Last Known Secure	08/25/2025 16:59 Mon
At Found	08/25/2025 16:59 Mon

INCIDENT DATA

Location of Incident	Premise Type	Zone/Tract
10600 RIVERSIDE DR, Coral Springs FL 33071	School-elementary/second	1, 13

	Crime Incident(s)		Weapon / Tools			Activity
#1	Lost Property LOSPROP	(Com)	Entry	Exit	Security	N
#2	Crime Incident	( )	Weapon / Tools			Activity
			Entry	Exit	Security	
#3	Crime Incident	( )	Weapon / Tools			Activity
			Entry	Exit	Security	

MO: LOCATION/OTHER

VICTIM

of Victims: 0 | Type: | Injury: | Domestic: N

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
V1								

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
RP	MARSH, ERIN		07/25/1962 Age 63	W	F		Resident	

Home Address: 10600 RIVERSIDE DR CORAL SPRINGS, FL 33071 | Home Phone: 754-322-2300

Employer Name/Address | Business Phone | Mobile Phone

Type: BUSINESS | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	TARAVELLA HIGH SCHOOL						N/A	

Home Address: 10600 RIVERSIDE DR CORAL SPRINGS, FL 33071 | Home Phone: 754-322-2300

Employer Name/Address | Business Phone | Mobile Phone

PROPERTY

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number
	23	LOST	$1,948.00		1	OFFICE TYPE EQUIPMENT	ESPEN/Powerlite Emp-5	J3VF722140L
	26	LOST	$337.50		1	RADIOS/TV/DVD/VCR	MOTOROLA/Xpr 3300c Uhf	446TVB9853

Officer reporting signed and hereby sworn to: JENNINGS, L. (MOTO) (PD1238)

Sworn to and subscribed before me: CABALLERO, R. H. (LTSG) | Invest ID#: (0)

Status: Complainant Signature | Case Status: Inactive 08/25/2025 | Case Disposition:

INCIDENT/INVESTIGATION REPORT

Coral Springs Police Department

Case # *25-007968*

atus
odes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

UCR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity

Assisting Officers

Suspect Hate / Bias Motivated: *NONE (NO BIAS)*

ARRATIVE

On August 25th, 2025, at approximately 1650 hours, I, Officer Jennings, was notified by Broward County School's Administrator, Erin Marsh, that a recent audit of her department's inventory revealed two items that could not be located. The first being an Espen Powerlite EMP-54 projector (S/N: J3VF722140L) valued at $1948.00, and the second being a Motorola XPR 3300c UHF Radio (S/N: 446TVB9853) valued at $337.50. The total amount of missing property is $2285.50. It should be noted that these items belong to Taravella High School.

When asked about the last time these items were seen, Erin advised approximately one year ago. Erin also advised that she does not know whether these items were stolen or misplaced, but just that they were missing.

Due to the fact that it cannot be confirmed if the items were stolen, a Charlie number was not obtained from CSPD Dispatch as the items could not be entered into NCIC/FCIC.

Erin was provided a case card and a case number for this incident.

This concludes my involvement in this case.

0046288

Reserve Transport LLC
Bill of Lading

PO278238

Order No 0046288 Rev. Code OUR
Ref No PO278238 Commodity
--Early Date/Time-- --Late Date/Time-- Order date 03/07/2024 0000
Pickup 03/27/2024 0000 BOL
Delivery 03/27/2024 0000 Trailer

Shipper

SFOFL001 SCHOOL BOARD OF BROWARD COUNTY
6501 NW 15TH AVE
FORT LAUDERDALE, FL 33309

KENT JERDING 754-321-2850

Consignee

RBRFL001 Regency Brooksville
2005 BROAD ST
BROOKSVILLE, FL 34604

Amber Gramatikos 440-287-7431

Load Information

Pallets Shipper SFOFL001 Bill Miles 267.0
Consignee RBRFL001 Weight
Min Weight

Bill To Reserve Transport LLC
4550 Darrow Road
Stow, OH 44224
email: transportaccounting@reserve-group.com

Billing must reference Order # 0046288

RECEIVED
ACCOUNTING & FINANCIAL
REPORTING DEPARTMENT
2024 APR -2 AM 8:36
SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Dispatch Information

Delivered at BROOKSVILLE, FL Tractor Trailer
E.T.A. Driver

Stop Detail

Type	Code	Name	City	State	Date/Time	Load/Unload
PU	SFOFL001	SCHOOL BOARD O	FORT LAUDERDALE	FL	03/27/2024 0000	No driver loading or unload
	DC	PO#278238 - 11 Pallets - 10 Carts PO#276731 - 1 Pallet - 1 Cart PO#277216 - 5 Pallets - 12 Carts PO#272032 - 1 Pallet Total - 18 Pallets & 23 Carts				
SO	RBRFL001	Regency Brooksvill	BROOKSVILLE	FL	03/27/2024 0000	No driver loading or unload

Signatures (Shipment Received In Full Except as Noted)

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

Carrier Name: Reserve Transport Driver Name: Larry Headley
Driver Signature:
Shipper Signature:
Consignee Signature:

The School Board of Broward County, Florida
Capital Assets Activity Form
Surplus Declaration Transfer

*SURPLUS (Principal / Director authorization signature required)

Submit Surplus / Transfer Form to 0021 PMS
B-Stock Transfer #: _____

TRANSFER (both issuing and receiving Principal / Director authorization signatures required)
Transfer Assistance Required: ☒ YES ☐ NO

Issuing Location #: 3941
Location Name: COMMUNITY SCHOOL NORTH
Contact Name: RANDY MOGEN
Phone #: 954-651-1791

Receiving Location #: 9613B
Location Name: Bstock warehouse
Contact Name: Richard Fulcher
Phone #: 754 321 2050

Asset

BPI Number *Refer to Asset Record download as needed*	Serial Number	Model Number	Equipment Description	Obsolete	Broken
13-02129	795HNTR	T652DN	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	☒	
14-00493	26104	DS-SHC-30 Cart	25-MODULE CART, DELL 25 STATION (TAC-MOB2)	☒	
19-03560	446TUZU433		Radio, Motorola	☒	
74-20698	J818108		Shampooer-LISTER FLOOR FINISHING MACHINE	☒	
R09-83543	7938NTY	T652DN	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	☒	

Equipment Transfer / Surplus Approved by: _____
Principal / Director (per Policy 3204) 02/14/2024

Released by: RANDY MOGEN
Please Print Name, Title 02/14/2024

Transfer Received by: _____ Date: _____
Principal / Director (per Policy 3204)

Transfer Delivered by: _____ Date: _____
Please Print Name, Title

*Pick-Up Verification document from a SBBC approved removal agent should be retained for Audit Purposes as well (SURPLUS)

Richard G. Cunningham

From: Jose L. Garcia
Sent: Tuesday, September 2, 2025 9:10 AM
To: Aleah L. Davis
Cc: Richard G. Cunningham; Jonathan E. Williams
Subject: Printer with different Serial Number
Attachments: Printer Lexmark 795HNT5 vs 795HTN5.pdf

Item 6 on Unaccounted List

Good morning, Ms. Davis.

I have attached documentation regarding a Lexmark Printer with a similar serial number that was listed as B-Stock in 2024. The B-Stock's purchase order number is 278238. The printer was categorized as B-Stock with no asset, since there was no corresponding purchase order in the PNI file, making it challenging to verify the correct serial number.

S/N: 795**HNT**5 vs 795**HTN**5

* Need B-Stock paperwork → And to
* Send to Cap Assets

Best regards,
Jose L. Garcia

Inventory Number	Description	Serial Number	Un
13-02131	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	795HNT5	1

"The way to make people trust-worthy is to trust them."
Ernest Hemingway Selected Letters 1917-1961

Jose L. Garcia
Technology Support Specialist II
C: 954-802-9044
jgarcia@browardschools.com
Broward County Public Schools
Community School North
441 NW 35th Ave
Fort Lauderdale, FL 33311
https://www.browardcommunityschools.com/

Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

Richard G. Cunningham

From: Jose L. Garcia
Sent: Tuesday, September 2, 2025 9:48 AM
To: BCPS Property & Inventory Audits
Cc: Richard G. Cunningham; Jonathan E. Williams
Subject: Printer with different Serial Number
Attachments: Printer Lexmark 795HNT5 vs 795HTN5.pdf

Good morning,

I hope you are all having a wonderful day!

I am reaching out to request the removal of record 13-02131 to ensure our information remains accurate and up to date.

The printer was listed as B-Stock on 8/23/2023 with a different serial number and non-asset.

Please refer to the attached file for further details.

S/N: 795**HNT**5 vs 795**HTN**5

Inventory Number	Description	Serial Number	Un
13-02131	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	795**HNT**5	1

Thank you for your attention to this matter.

Best regards,
Jose L. Garcia

Jose L. Garcia
Technology Support Specialist II
C: 954-802-9044
jgarcia@browardschools.com
Broward County Public Schools
Community School North
441 NW 35th Ave
Fort Lauderdale, FL 33311
https://www.browardcommunityschools.com/

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The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

Item 8

Richard G. Cunningham

From: Jose L. Garcia
Sent: Friday, August 29, 2025 8:19 AM
To: Aleah L. Davis
Cc: Richard G. Cunningham; Jonathan E. Williams
Subject: CISCO Switch S/N: SG916TF0D6
Attachments: B-Stock Switch SG916TF0D6.pdf

Good morning Ms. Davis,

I hope this email finds you well. I wanted to provide an update regarding the switch with serial number SG916TF0D6. This switch was originally B/Stock in 2019. For your reference, I have attached a file containing the relevant documentation.

Additionally, I would like to bring to your attention that there is an error in the description on the form. The switch in question is an HP 24p Switch, not Cisco. Please let me know if you need any further information or clarification.

R04-85470	Switch, Cisco 3550	SG916TF0D6

Thank you for your attention to this matter.

Best regards,
Jose L. Garcia

"The way to make people trust-worthy is to trust them."
Ernest Hemingway Selected Letters 1917-1961

Jose L. Garcia
Technology Support Specialist II
C: 954-802-9044
jgarcia@browardschools.com
Broward County Public Schools
Community School North
441 NW 35th Ave
Fort Lauderdale, FL 33311
https://www.browardcommunityschools.com/

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Richard G. Cunningham

From:	Jose L. Garcia
Sent:	Friday, August 29, 2025 8:27 AM
To:	BCPS Property & Inventory Audits
Cc:	Richard G. Cunningham; Jonathan E. Williams
Subject:	Remove the item from our PNI File. R04-85470 Switch, Cisco 3550 SG916TF0D6 $2,353.00
Attachments:	B-Stock Switch SG916TF0D6.pdf

Good morning TEAM,

I hope you are all having a wonderful day! I am reaching out to request the removal of record R04-85470 to ensure our information remains accurate and up-to-date. The switch has been B-Stocked by the technology department. I have attached the relevant documentation for your reference.

Thank you so much for your attention to this matter.

R04-85470	Switch, Cisco 3550	SG916TF0D6	$2,3

"The way to make people trust-worthy is to trust them."
Ernest Hemingway Selected Letters 1917-1961

Jose L. Garcia
Technology Support Specialist II
C: 954-802-9044
jgarcia@browardschools.com
Broward County Public Schools
Community School North
441 NW 35th Ave
Fort Lauderdale, FL 33311
https://www.browardcommunityschools.com/

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Metrology
SBBC NETWORK ASSET

FAULTY DEVICE REMOVED ON: 6/26/2019
Date

REPLACEMENT DEVICE INSTALLED ON: 6/26/2019
Date

SCHOOL: Community Schools North

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA – ASSET(S)

Part Number	Description	Serial Number
J8692A	HP 24p 3500yl Switch	SG916TF0D6

IS (ARE) BEING EXCHANGED FOR:

ASSET(S)

Part Number	Description	Serial Number
J8692A	HP 24p 3500yl Switch	SG005TF05L
0	0	
0	0	
0	0	

This form is being completed to show that a School Board of Broward County, Florida asset is being removed from North Lauderdale Pre K-8 *School/Department. The signature below indicates that the School Board of Broward County, Florida asset was exchanged for the asset reflected above, which is of equal value to, or greater value than, the asset being removed.*

Tom Stout
Print Name

Signature

865998
Remedy Ticket Number

Kelly Vestech
Print Name

Signature

Micro tech
Position

Location
3941-CSN

School Board of Broward County, Florida

Main Menu | Spreadsheets | Reports | Find | Find All | Add | Delete

Equipment num	R13-80359 BPI in PNI YES	Monitor Serial Number	
Description	OSCILLATING SPINDLE SANDER, JET	PO Number	3
Condition		Invoice Number	
Class		Usage	Ir
Voucher		Primary User Role	
Acquired date	12/15/2012 Age In Years 3	Operating System	
Cost	1062.49 <$1000 YES Est. Hist Value	Machine Type	
S/N Serial num	09116772 09116772 SN in PNI YES	Hard Drive	
Area Location	3941-CSN Location name Taravella C S	Ethernet Ready	
School Code Number	TAC-2751 Stolen	Ram	
D/L Device Location	3941-TAC-831	I/P Address	
C/N Computer Name	*3941-Spindle Sander*	Type	W
Federal		Maker	J
Leased/Refresh	Asset # lease	Model Number	J
Community School Area	Community School North	printer Color	
FISH/Room #	906 Woodshop Prior Room #	End of Warranty Date	
Visited	☐ Yes Date Visited Who Visited	Surplus	☐
Audit date	Auditor visited	Transfer	☐
Auditors Discrepancy		Date 3290 filled out	☐
Auditors Discrep Corr		Surplus/Transfer Complete	☐
Auditors Notes		B-Stock Ticket Number	
		Site Marks as Stolen	☐
		Police report number	
BPI barcode	*R13-80359*	Edit on	9
SN barcode	*09116772*	Edit by	S
Need Barcode	☐ Yes	Room # Barcode	
		PO Barcode	
Under 1000	N	Item removed from PNI	☐

The Items were B/Stock by Taravella High School & sold at auction by district.

Location
3941-CSN

School Board of Broward County, Florida

Main Menu | Spreadsheets | Reports | Find | Find All | Add | Delete

Equipment num	R13-80360 BPI in PNI YES	Monitor Serial Number	
Description	DRUM SANDER, JET	PO Number	3
Condition		Invoice Number	
Class	Bstock 3/2022	Usage	Ir
Voucher		Primary User Role	Te
Acquired date	12/15/2012 Age In Years 3	Operating System	
Cost	1232.76 <$1000 YES Est. Hist Value	Machine Type	
S/N Serial num	07098297 07098297 SN in PNI YES	Hard Drive	
Area Location	3941-CSN Location name Taravella C S	Ethernet Ready	
School Code Number	TAC-2751 Stolen	Ram	
D/L Device Location	3941-TAC-831	I/P Address	
C/N Computer Name	*3941-Drum Sander*	Type	W
Federal		Maker	Je
Leased/Refresh	Asset # lease	Model Number	2
Community School Area	Community School North	printer Color	
FISH/Room #	906 Woodshop Prior Room #	End of Warranty Date	
Visited	☐ Yes Date Visited Who Visited	Surplus	
Audit date	Auditor visited	Transfer	
Auditors Discrepancy		Date 3290 filled out	
Auditors Discrep Corr		Surplus/Transfer Complete	
Auditors Notes		B-Stock Ticket Number	
		Site Marks as Stolen	
		Police report number	
BPI barcode	*R13-80360*	Edit on	9
SN barcode	*07098297*	Edit by	S
Need Barcode	☐ Yes	Room # Barcode	
		PO Barcode	
Under 1000	N	Item removed from PNI	

Non-Asset Handtrap

The School Board of Broward County, Florida
Capital Assets Activity form
Surplus Declaration Transfer

☑ *SURPLUS (Principal / Director authorization signature required)

☐ TRANSFER (both issuing and receiving Principal / Director authorization signatures required)

Submit Surplus / Transfer Form to B-stock

Removal Assistance Required ☐ YES ☒ NO

Issuing Location #:	2751	Receiving Location #:	
Location Name:	JP Taravella HS	Location Name:	Bstock
Contact Name:	Ms De Armas	Contact Name:	
Phone #:	754-322-2300	Phone #:	

BPI Number *Refer to Asset Record download as needed*	Serial Number	Model Number	Equipment Description	Obsolete	Broken
NA	D0117		DELTA DISK SANDER		X
NA	NA		DISK SANDER Cart. 6		X
NA	NA		DISK SANDER Cart.		X
NA	W9021		DELTA DRILL PRESS		X
NA	NA		DELTA DRILL PRESS		X
NA	KC0041		DELTA BAND SAW 14"		X
82-16865	NA		90 DEGREE SHEET METAL		X
NA	W181		Baldor Buffer		X
79-21572	16841		Bader Didero Pile		X
82-1670	NA		mill Spot Welder		X

Equipment Transfer / Surplus Approved by: _____ Date 12/10/24
Principal / Director (per Policy 3204)

Released by: _____ Date 12/10/24
Please Print Name, Title

Receipt of Transfer Acknowledged by: _____ Date: ___/___/___
Principal / Director (per Policy 3204)

Item(s) Delivered by: _____ Date: ___/___/___
Please Print Name, Title

Form 3290A
Rev. 07/08

* Pick-Up Verification document from a SBBC approved removal agent should be retained for Audit Purposes as well (SURPLUS).

2200

TAC

Outlook

Fw: 2751 JP Taravella wood shop b stock March 2025

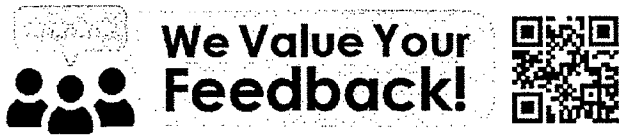
From Erin Marsh <erin.marsh@browardschools.com>
Date Wed 2025-08-27 11:53 AM
To Jose L. Garcia <jgarcia@browardschools.com>; Richard G. Cunningham <rick.cunningham@browardschools.com>

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get Outlook for Android

From: Debra J. Johnson <debra.johnson@browardschools.com>
Sent: Wednesday, August 27, 2025 11:39:01 AM
To: Michael D. Marino <michael.d.marino@browardschools.com>; Darrick E. Wright <darrick.wright@browardschools.com>; Michael J. Markowitz <michael.markowitz@browardschools.com>; Richard G. Fulcher <richard.fulcher@browardschools.com>
Cc: Erin Marsh <erin.marsh@browardschools.com>; Christopher P. Crossman <christopher.crossman@browardschools.com>; Marietta De Armas <mary.dearmas@browardschools.com>
Subject: Re: 2751 JP Taravella wood shop b stock March 2025

Thank you for your response. Those items were not on our inventory, had no BPI stickers, no serial numbers etc. They were also deemed as broken by the teacher of record and were not being used. The proper docs were submitted but those items were submitted as non-asset. Thank you for giving me the update. Have a nice day.

Debra Johnson
Assistant Principal
754-322-2313



From: Michael D. Marino <michael.d.marino@browardschools.com>
Sent: Tuesday, August 26, 2025 12:47 PM
To: Darrick E. Wright <darrick.wright@browardschools.com>; Michael J. Markowitz <michael.markowitz@browardschools.com>; Richard G. Fulcher <richard.fulcher@browardschools.com>
Cc: Debra J. Johnson <debra.johnson@browardschools.com>
Subject: Re: 2751 JP Taravella wood shop b stock March 2025

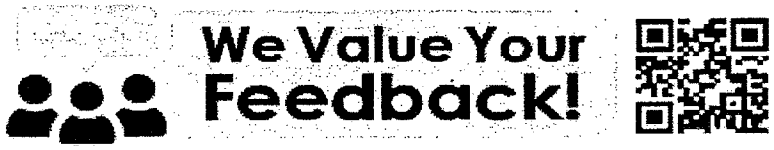
We do not currently have these items at B-Stock. It is my understanding that these items were sent to us without serial numbers or proper documentation over a year ago and were sold at

auction.

Michael Marino
Supervisor
B-Stock | Central Processing Lab | Mail Services | Textbook Warehouse
Procurement & Warehousing Services
Broward County Public Schools
3901 NW 10th Ave
Fort Lauderdale, FL 33309
Office: (754) 321-4335
Cell: (954) 825-9499
Michael.D.Marino@BrowardSchools.com

Procurement & Warehousing Services
Broward County Public Schools

Warehousing Services Overview



Browardschools.com/customerservicedepartments

From: Darrick E. Wright <darrick.wright@browardschools.com>
Sent: Tuesday, August 26, 2025 10:33 AM
To: Michael J. Markowitz <michael.markowitz@browardschools.com>; Richard G. Fulcher <richard.fulcher@browardschools.com>; Michael D. Marino <michael.d.marino@browardschools.com>
Cc: Debra J. Johnson <debra.johnson@browardschools.com>
Subject: Re: 2751 JP Taravella wood shop b stock March 2025

Good Morning Mr. Markowitz,

I am no longer overseeing the B-Stock operation.

I have copied Michael Marino and Richard Fulcher and they can help you with your inquiry about coming down to take a look for this equipment.

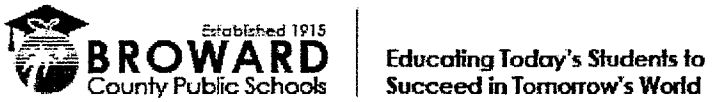
Thank You,
Darrick Wright
Supervisor, Central Warehouse
Procurement & Warehousing Services
Hours: 5:00 a.m. - 1:30 p.m.
3800 NW 10th Ave
Oakland Park, FL 33309
P: 754-321-4725 C: 786-696-4499
Darrick.Wright@browardschools.com
Email all Surplus requests/questions directly to BCPSBSTOCK@browardschools.com
Appointments are Required to view available surplus for Re-Issue.

Link to Surplus Exchange Sharepoint:

https://browardcountyschools.sharepoint.com/sites/Intranet/PUR/Lists/Surplus%20Exchange/AllItems.aspx

Link to Surplus Auction Site:
https://www.publicsurplus.com/





From: Michael J. Markowitz <michael.markowitz@browardschools.com>
Sent: Tuesday, August 26, 2025 10:29 AM
To: Darrick E. Wright <darrick.wright@browardschools.com>
Cc: Richard G. Fulcher <richard.fulcher@browardschools.com>; Debra J. Johnson <debra.johnson@browardschools.com>
Subject: 2751 JP Taravella wood shop b stock March 2025

Good Morning Darrick,

Last school year March 2025 we had a pickup of Wood shop equipment from JP Taravella. We discovered that two items inadvertently were placed in b-stock that belong to the community school. I was wondering if I could come down and try and find the 2 delta sanders? Please let me know the Community School was audited and I am trying to help them find the sanders.

Thanks,

Mike M

Mike Markowitz
Technical Support Specialist
JP Taravella High School
Michael.Markowitz@browardschools.com
754-322-2300

Established 1915
BROWARD
County Public Schools

Community School North
Erin Marsh, Assistant Principal
Taravella Community School
10600 Riverside Drive
Coral Springs, FL 33071
phone: 754-322-2400
erin.marsh@browardschools.com
www.browardcommunityschools.com

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

October 30. 2026

To Whom it May Concern:

This letter is regarding the whereabouts of several missing items from the Taravella woodshop classroom. Several items belonging to Community Schools North were slated to be B-stocked by the teacher, Matthew Gross, and were moved to the back corner of the room. We have not run a class in that room for over a year and upon returning to the room this summer to check our inventory, we discovered that the items were gone.

After checking with the Director of B-Stock, I was informed that the items were not in his possession, but he sent me paperwork that indicated that Mrs. Johnson, an Assistant Principal at Taravella, b-stocked several items with no serial numbers. Although our items had bright yellow serial numbers affixed to them, she did not write these numbers on the transfer forms, therefore there was no record of them being in his possession. The description of the items on the transfer forms indicated that those were in fact our items.

I was not informed of the transfer when it took place in December. Please see the attached document for the items in question: If you have any further questions, please feel free to call me at 954-309-1414.

Thank you for your cooperation.

Sincerely,

Erin Marsh,
Assistant Principal
Taravella Community School

Richard G. Cunningham

From:	Jose L. Garcia
Sent:	Friday, September 5, 2025 2:26 PM
To:	Broward County Public Schools Capital Assets
Cc:	Summer A. Dion
Subject:	B-Stocked CSN PNI by other school
Attachments:	Saw Taravella.pdf

Good afternoon,

I hope this message finds you well. I have attached the SIU Immediate Notification Form along with other relevant supporting documents for your review. Could you please remove ITEMS R13-80359 and R13-80360 from our PNI file? The equipment was mistakenly classified as B-Stock by the administration at Taravella High School. You can find all the necessary information in the attached file as well.

Thank you for your assistance.

Warm regards,
Jose L. Garcia

"The way to make people trust-worthy is to trust them."
Ernest Hemingway Selected Letters 1917-1961

Jose L. Garcia
Technology Support Specialist II
C: 954-802-9044
jgarcia@browardschools.com
Broward County Public Schools
Community School North
441 NW 35th Ave
Fort Lauderdale, FL 33311
https://www.browardcommunityschools.com/

Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.
The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

Broward Community Schools

CAP
CERTIFIED ACHIEVEMENT PROGRAM
LEVEL 4
Continuous Learning Professional

(77 A) - ATTACHMENT

BROWARD COUNTY SCHOOLS POLICE

IMMEDIATE NOTIFICATION FORM (NON-PERSONNEL)

Complete form for serious incidents, property loss/damage EMAIL to your Assigned Officer

REPORTING INFORMATION

School/Site: Community Schools North / Taravella CS
Incident: B-Stock other school's PNI
Telephone #: 754.321.6764
Terms Event #: 754.321.6764
Area: [ ] N [✔] C [ ] S
Date of Incident: 12/10/24
Time of Incident:
Principal Administrator: Richard Cunningham
Incident Occurred: [✔] On Campus [ ] Off Campus
Name of Complainant: Richard Cunningham
[ ] Student [ ] Employee [ ] Parent [ ] Other
GANG RELATED [ ] YES [✔] NO [ ] REQUIRES FURTHER INVESTIGATION

DETAILS OF INCIDENT

Victim (s):

			Grade	R	S	DOB	PH#
Name		SID					
Name		SID					

Suspect (s):

Name		SID					
Name		SID					

(Please use additional sheets if necessary.)

Describe Incident/Injuries: 12/10/2024, JP Taravella High School B-Stocked equipment belonging to Community Schools North (Taravella Community School). See attached Form 3290A page 1 of 3. JPT HS Technical Support Specialist acknowledged mistake on 8/26/25 in attached email chain (page 4/4) and confirmed by Assistant Principal on 8/27/25 (page 1/4). Equipment was 2 Oscillating Spindle Sanders (R13-80259 S/N 09116772) and (R13-80360 S/N 07098297). Equipment has been sold from B-Stock (see email 9/4/25).

Describe Property Loss/Damage:

Police Notified [✔] Yes [ ] No Police Agency: Report #:
Paramedics [ ] Yes [ ] No
Signature of Reporting Administrator: 9/5/25

BCSP OFFICE USE ONLY

Investigation Assigned By: Date:

Officer Assigned: Officer Notes:

Final Incident Determination:

FORM #4617 11/95
Revised 10/24

BROWARD COUNTY PUBLIC SCHOOLS
OFFICE OF THE CHIEF AUDITOR
LIST OF UNACCOUNTED FOR TANGIBLE PERSONAL PROPERTY

	Inventory Number	Description	Asset Class	Unit Cost	Serial Number	GR Number	Acquired Date	Room Number
					3941			
1	19-03659	Radio, Motorola XPR 3300e UHF	046A	337.50	446TVB9853	5000785008	04/09/19	Missing Taravella HS
2	18-03203	SERVER, PowerEdge R530	044A	8,301.50	JFLB0M2	5000722918	03/22/18	Dave Thomas 101G
3	R17-80435	PRINTER, LEXMARK MS610DN	044A	1,078.10	45146PHH36FF0	5000640067	09/27/16	Missing Ft.Laud 103AP Ofc
4	R13-80359	OSCILLATING SPINDLE SANDER	016A	1,062.49	09116772	PC-3	12/15/12	Missing Taravella 906
5	R13-80360	OSCILLATING SPINDLE SANDER	016A	1,232.76	07098297	PC-3	12/15/12	Missing Taravella 906 (check JPT BStock)
6	13-02131	PRINTER, LEXMARK T652DN B/W	044A	1,248.00	795HNT5	338103	11/30/12	Missing Piper HS
7	07-01055	PROJECTOR, EPSON POWERLITE	056A	1,499.00	GWKG670020F	176449	08/04/06	Missing Coral Spring MS
8	07-83726	Projector, Epson Powerlite EMP-S4	056A	1,948.00	J3VF722140L	PC-3	07/08/06	Missing Taravella HS
9	06-84063	Projector, Epson SVGA	056A	2,028.89	FCHG391624F	PC-3	07/15/05	Missing FT Lauderdale
10	05-54822	PROJECTOR, ULTRA LIGHT	056A	2,023.00	F57G540394F	084613	06/16/05	Missing Coral Spring MS
11	05-34781	PROJECTOR, EPSON POWERLITE	056A	2,221.87	GDQG490320F	002112	10/25/04	Missing Piper HS

Audit Review Details

Items not accounted for as of: **8/29/2025**

Total: 11 **Valued at:** **$22,981.11**

Non-Asset Location

The School Board of Broward County, Florida
Capital Assets Activity form
Surplus Declaration Transfer

☑ *SURPLUS (Principal / Director authorization signature required)

☐ TRANSFER (both issuing and receiving Principal / Director authorization signatures required)

Submit Surplus / Transfer Form to B-stock

Removal Assistance Required ☐ YES ☒ NO

Issuing Location #: 2751
Location Name: JP Taravella HS
Contact Name: Ms De Armas
Phone #: 754-322-2300

Receiving Location #:
Location Name: Bstock
Contact Name:
Phone #:

BPI Number *Refer to Asset Record download as needed*	Serial Number	Model Number	Equipment Description	Obsolete	Broken
NA	D0117		DELTA DISK SANDER		X
NA	NA		DISK SANDER		X
NA	NA		DISK SANDER		X
NA	W9021		DELTA DRILL PRESS		X
NA	NA		DELTA DRILL PRESS		X
NA	KC0041		DELTA BAND SAW 14"		X
82-16865	NA		90 DEGREE SHEET METAL		X
NA	W181		Baldor Buffer		X
79-21572	16841		Bader Didero Pile		X
82-1670	NA		mill Spot Welder		X

Equipment Transfer / Surplus Approved by: _____ Date 12/10/24
Principal / Director (per Policy 3204)

Released by: _____ Date 12/10/24
Please Print Name, Title

Receipt of Transfer Acknowledged by: _____ Date: ___/___/___
Principal / Director (per Policy 3204)

Item(s) Delivered by: _____ Date: ___/___/___
Please Print Name, Title

Form 3290A
Rev. 07/08

* Pick-Up Verification document from a SBBC approved removal agent should be retained for Audit Purposes as well (SURPLUS).

2208

non-asset

The School Board of Broward County, Florida
Capital Assets Activity form
Surplus Declaration Transfer

☑ *SURPLUS (Principal / Director authorization signature required)

☐ TRANSFER (both issuing and receiving Principal / Director authorization signatures required)

Submit Surplus / Transfer Form to B-stock

Removal Assistance Required ☐ YES ☒ NO

Issuing Location #: 2751
Location Name: JP Taravella HS
Contact Name: Ms De Armas
Phone #: 754-322-2300

Receiving Location #:
Location Name: Bstock
Contact Name:
Phone #:

BPI Number *Refer to Asset Record download as needed*	Serial Number	Model Number	Equipment Description	Obsolete	Broken
82-26396	NA		welders		X
NA	NA		sears craftsmin welder model# 113201330		X
93-12755	NA		Sand Blaster		X
NA	NA		Brake		X
UF48C17T6H	5-604		balder grinder		X
NA	w0105		Bader Buffer		X
NA	002473		OIT Drill Press		X
82-17270	NA		Powermatic Scroll Saw		X
NA	NA		melt student locker 3x4		X
NA	NA		melt student locker 3x4		X

Equipment Transfer / Surplus Approved by: _____ Date 12/10/21
Principal / Director (per Policy 3204)

Released by: _____ Date 12/10/21
Please Print Name, Title

Receipt of Transfer Acknowledged by: _____ Date: ___ / ___ / ___
Principal / Director (per Policy 3204)

Item(s) Delivered by: _____ Date: ___ / ___ / ___
Please Print Name, Title

Form 3290A
Rev. 07/08

* Pick-Up Verification document from a SBBC approved removal agent should be retained for Audit Purposes as well (SURPLUS).

2209

non-asset

3 OF 3 PAGES

The School Board of Broward County, Florida
Capital Assets Activity form
Surplus Declaration Transfer

☑ *SURPLUS (Principal / Director authorization signature required)

☐ TRANSFER (both issuing and receiving Principal / Director authorization signatures required)

Submit Surplus / Transfer Form to B-stock

Removal Assistance Required ☒ YES ☐ NO

Issuing Location #: 2751
Location Name: JP Taravella
Contact Name: Mike Markowitz
Phone #: 754-322-2350

Receiving Location #:
Location Name: bSTOCK
Contact Name:
Phone #:

BPI Number *Refer to Asset Record download as needed*	Serial Number	Model Number	Equipment Description	Obsolete	Broken
NA	NA		MELT STUDENT LOCKER 3X4		
NA	NA		MELT STUDENT LOCKEER 3X4		

Equipment Transfer / Surplus Approved by: _____ Date: 12 / 10 / 24
Principal / Director (per Policy 3204)

Released by: _____ Date: 12 / 13 / 24
Please Print Name, Title

Receipt of Transfer Acknowledged by: _____ Date: ___ / ___ / ___
Principal / Director (per Policy 3204)

Item(s) Delivered by: _____ Date: ___ / ___ / ___
Please Print Name, Title

Form 3290A
Rev. 07/08

* Pick-Up Verification document from a SBBC approved removal agent should be retained for Audit Purposes as well (SURPLUS).

2210

Location Number: Location Name: Taravella

Contact Name: Mike Markowitz
Phone: 754-322-2350

Date of Submit: ########

PHASE 1

ASSET

BPINumber	Serial Number	Description/Device Model/Type	Asset Class	Useful Life	Acq. Date
N A	D0117	DELTA DISK SANDER	016a	NA	NA
N A	NA	DISK SANDER		NA	NA
N A	NA	DISK SANDER		NA	NA
N A	W9021	DELTA DRILL PRESS		NA	NA
N A	NA	DELTA DRILL PRESS		NA	NA
N A	KC0041	DELTA BAND SAW 14"		NA	NA
N A	NA	90 DEGREE SHEET METAL		NA	NA
N A	W181	BALDOR BUFFER		NA	NA
79-21572	16841	BADER DIDERO PILE		NA	NA
82-1670	NA	MILL SPOT WELDER		NA	NA
82-26396	NA	WELDERS		NA	NA
N A	NA	SEARS CRAFTSMIN WELDER MODEL # 113201330		NA	NA
93-12755	NA	SAND BLASTER		NA	NA
N A	NA	BRAKE		NA	NA
UF48C17T6H	5-604	BALDER GRINDER		NA	NA
NA	W0105	Bader Buffer		NA	NA
NA	2473	OIT DRILL PRESS		NA	NA
82-17270	NA	Powermatic scroll saw		NA	NA
N A	na	melt student locker 3x4		NA	NA
NA	na	melt student locker 3x4		NA	NA
N A	na	melt student locker 3x4		NA	NA
N A	NA	melt student locker 3x4		NA	NA

Outlook

Fw: Missing items

From Erin Marsh <erin.marsh@browardschools.com>
Date Thu 2025-09-04 8:15 PM
To Jose L. Garcia <jgarcia@browardschools.com>
Cc Richard G. Cunningham <rick.cunningham@browardschools.com>

1 attachment (215 KB)
Scanned_from_a_Lexmark_Multifunction_Product08-22-2025-161415.pdf;

Hi Jose,
The 2 items below were sold at auction from B stock. That is what I was told. The officer said he cannot do a police report because if the person that legally bought it would be in trouble if the item was ever found by the police. He says the school board needs to clear it off inventory by calling it a missing item. Let me know what you find out.
Thanks.

73	TAC	906	09116772	R13-80359	OSCILLATING SPINDLE SANDER JET	09116772	1,062.49	PC-3	3941	12/15/2012	4/19/2017
74	TAC	906	07098297	R13-80360	OSCILLATING SPINDLE SANDER JET	07098297	1,232.76	PC-3	3941	12/15/2012	4/19/2017

Thank you for your help.

Erin Marsh, Ed.S.
Assistant Principal
Piper/Taravella Community Schools

Broward County Public Schools
8000 NW 44th Street
Sunrise, FL 33351
P: 754-322-1800 F: 754-322-1833
Erin.marsh@browardschools.com

Broward Community Schools

www.browardschools.com

Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

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Outlook

Fw: 2751 JP Taravella wood shop b stock March 2025

From Erin Marsh <erin.marsh@browardschools.com>
Date Wed 2025-08-27 11:53 AM
To Jose L. Garcia <jgarcia@browardschools.com>; Richard G. Cunningham <rick.cunningham@browardschools.com>

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get Outlook for Android

From: Debra J. Johnson <debra.johnson@browardschools.com>
Sent: Wednesday, August 27, 2025 11:39:01 AM
To: Michael D. Marino <michael.d.marino@browardschools.com>; Darrick E. Wright <darrick.wright@browardschools.com>; Michael J. Markowitz <michael.markowitz@browardschools.com>; Richard G. Fulcher <richard.fulcher@browardschools.com>
Cc: Erin Marsh <erin.marsh@browardschools.com>; Christopher P. Crossman <christopher.crossman@browardschools.com>; Marietta De Armas <mary.dearmas@browardschools.com>
Subject: Re: 2751 JP Taravella wood shop b stock March 2025

Thank you for your response. Those items were not on our inventory, had no BPI stickers, no serial numbers etc. They were also deemed as broken by the teacher of record and were not being used. The proper docs were submitted but those items were submitted as non-asset. Thank you for giving me the update. Have a nice day.

Debra Johnson
Assistant Principal
754-322-2313



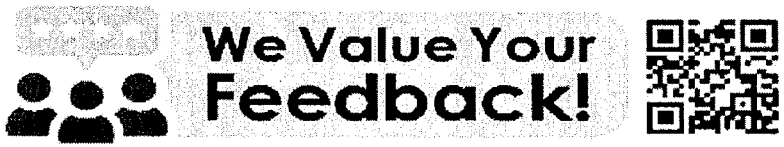
From: Michael D. Marino <michael.d.marino@browardschools.com>
Sent: Tuesday, August 26, 2025 12:47 PM
To: Darrick E. Wright <darrick.wright@browardschools.com>; Michael J. Markowitz <michael.markowitz@browardschools.com>; Richard G. Fulcher <richard.fulcher@browardschools.com>
Cc: Debra J. Johnson <debra.johnson@browardschools.com>
Subject: Re: 2751 JP Taravella wood shop b stock March 2025

We do not currently have these items at B-Stock. It is my understanding that these items were sent to us without serial numbers or proper documentation over a year ago and were sold at auction.

Michael Marino
Supervisor
B-Stock | Central Processing Lab | Mail Services | Textbook Warehouse
Procurement & Warehousing Services
Broward County Public Schools
3901 NW 10th Ave
Fort Lauderdale, FL 33309
Office: (754) 321-4335
Cell: (954) 825-9499
Michael.D.Marino@BrowardSchools.com

Procurement & Warehousing Services
Broward County Public Schools

Warehousing Services Overview



Browardschools.com/customerservicedepartments

From: Darrick E. Wright <darrick.wright@browardschools.com>
Sent: Tuesday, August 26, 2025 10:33 AM
To: Michael J. Markowitz <michael.markowitz@browardschools.com>; Richard G. Fulcher <richard.fulcher@browardschools.com>; Michael D. Marino <michael.d.marino@browardschools.com>
Cc: Debra J. Johnson <debra.johnson@browardschools.com>
Subject: Re: 2751 JP Taravella wood shop b stock March 2025

Good Morning Mr. Markowitz,

I am no longer overseeing the B-Stock operation.

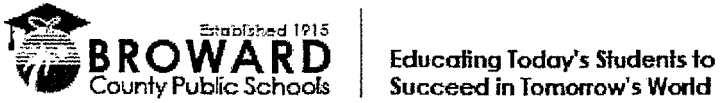
I have copied Michael Marino and Richard Fulcher and they can help you with your inquiry about coming down to take a look for this equipment.

Thank You,
Darrick Wright
Supervisor, Central Warehouse
Procurement & Warehousing Services
Hours: 5:00 a.m. - 1:30 p.m.
3800 NW 10th Ave
Oakland Park, FL 33309
P: 754-321-4725 C: 786-696-4499
Darrick.Wright@browardschools.com
Email all Surplus requests/questions directly to BCPSBSTOCK@browardschools.com
Appointments are Required to view available surplus for Re-Issue.

Link to Surplus Exchange Sharepoint:
https://browardcountyschools.sharepoint.com/sites/Intranet/PUR/Lists/Surplus%20Exchange/AllItems.aspx

Link to Surplus Auction Site:
https://www.publicsurplus.com/





From: Michael J. Markowitz <michael.markowitz@browardschools.com>
Sent: Tuesday, August 26, 2025 10:29 AM
To: Darrick E. Wright <darrick.wright@browardschools.com>
Cc: Richard G. Fulcher <richard.fulcher@browardschools.com>; Debra J. Johnson <debra.johnson@browardschools.com>
Subject: 2751 JP Taravella wood shop b stock March 2025

Good Morning Darrick,

Last school year March 2025 we had a pickup of Wood shop equipment from JP Taravella. We discovered that two items inadvertently were placed in b-stock that belong to the community school. I was wondering if I could come down and try and find the 2 delta sanders? Please let me know the Community School was audited and I am trying to help them find the sanders.

Thanks,

Mike M

Mike Markowitz
Technical Support Specialist
JP Taravella High School
Michael.Markowitz@browardschools.com
754-322-2300

Inventory Number	Description	Serial Number	Unit Cost	PO Number	GR Document No	Location	Asset Class	Acquired On	Additional Asset Des
24-11823	6" Extra Heavy Duty Tables	NONE	1261	4524010839	5001071001	3941	035A	45350	
24-11822	6" Extra Heavy Duty Tables	NONE	1261	4524010839	5001071001	3941	035A	45350	
24-11821	6" Extra Heavy Duty Tables	NONE	1261	4524010839	5001071001	3941	035A	45350	
24-11820	8" Double Sided Heavy Duty Table	NONE	1289	4524010839	5001071000	3941	035A	45350	
20-03492	Lounge Armchair	NONE	1424.98	4520018579	5000839472	3941	004A	43956	
20-03491	Lounge Armchair	NONE	1424.98	4520018579	5000839472	3941	004A	43956	
20-03490	Straight Bench	NONE	1501.89	4520018579	5000839472	3941	035A	43956	
20-03489	Wedged Bench	NONE	1810.15	4520018579	5000839472	3941	035A	43956	
20-03488	Wedged Bench	NONE	1810.15	4520018579	5000839472	3941	035A	43956	
20-03487	Boat Style Tables	NONE	2227.98	4520018579	5000839472	3941	035A	43956	
20-03486	Desk Hutches with Doors	NONE	1538.63	4520018579	5000839472	3941	035A	43956	
25-08496	"Sigma ID3 Printer, Duplex, 125-Card Inpu"	OMISSION XC43367	1785	4525045515	5001133247	3941	044A	45804	

25-08496	"Sigma ID3 Printer, Duplex, 125-Card Inpu"	OMISSION	$1,785.00	4525045515	5001133247	3941	044A	5/27/2025		O			6/6/2025	440000428749

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC Wright Administration Building

Boardroom

Date Taken: May 7, 2026
Time: 10:00 a.m. - 12:10 p.m.

Court Reporter:

Emily Scott, Stenographic Reporter
Bass Reporting Service, Inc.
Litigation Building
633 South Andrews Avenue, Suite 202
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
Ms. Mary Fertig, Chair
Ms. Phyllis Shaw, Vice Chair
Mr. Robert Mayersohn
Mr. Anthony DeMeo, CPA
Mr. Andrew Medvin, CPA
Mr. Lew Naylor
Mr. Chris Upton
Ms. Mariah Rabideau
Ms. Rachel Rosas
Ms. Muriel Theophin-Atilus

SUPERINTENDENT OF SCHOOLS:

Dr. Howard Hepburn

OFFICE OF THE CHIEF AUDITOR STAFF:

Mr. Mark Magli, Chief Auditor, Office of the Chief Auditor (OCA)
Ms. Nakia Gouldbourne, Manager, Internal Funds, OCA
Ms. Elena Pritykina, Manager, Operations, OCA
Ms. Merlin Butler, Manager - Property & Inventory, OCA
Mr. Bryan Erhard, System Support Specialist II, OCA
Mr. Derek Tillman, Executive Secretary, OCA
Ms. Octavia Allen Hardaway, Clerk Spec C, OCA

DISTRICT STAFF:
Mr. Alan Strauss, South Regional Superintendent, Teaching & Learning
Mr. Ryan Smith, Director, Business Support Center
Dr. Valerie Wanza, Chief Strategy & Innovation Officer
Mr. Jeff Whitney, Director of Budget
Mr. Christopher Akagbosu, Director of Facility Planning & Real Estate
Ms. Belinda DeFoor, Procurement & Logistic Operations
Ms. Lavinia Freeman, Minority-Women (MWBE) Specialist, Economic Development Opportunities & Compliance
Ms. Cenira Infante, Procurement & Compliance

INVITED GUEST(S):
Ms. Emily Scott, Court Reporter, Bass/United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of May 7, 2026 that are specifically related to Internal Audit Report – Property and Inventory Audits of Selected Locations.

The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on June 18, 2026.

tend to address those earlier. Is that one hundred percent? It's close to.

But, you know, the idea is what I said, is if we never showed up, that doesn't mean that we just ignored the condition. We have to address the condition and then even identify those on our own. That's the idea of internal control, is to look at things inside the framework of the management and of the function to ensure they are seeing things and they have things in place to identify those problems before we do.

MS. FERTIG: Okay. All right. I'm going to say, can we vote on our motion to transmit?

If you're okay, all in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

Okay. The motion carries. We're transmitting this to the Board.

We're going to agenda item number seven, property and inventory audit of selected locations.

Does anybody want to comment on property and --

Thank you, Mr. Smith.

MR. SMITH: Thank you.

MS. FERTIG: Anybody have a comment on this

audit?

Lew?

MR. NAYLOR: Just a question on, let's see, Pine Ridge Education Center on page 13, responsive finding two, it says that: The item was removed for the property tax for this asset and is attached to this report.

My question is about procedure, whether, when it's removed from inventory at the school, is it removed from inventory at the district or vice versa?

MR. MAGLI: I'm sorry, what page did you say?

MS. SHAW: Page 13.

MR. NAYLOR: Page 13.

MS. SHAW: And to add to his question, are they -- do they understand reverse requisition?

MR. MAGLI: So I will speak to this point.

So we track the life cycle based on what the requirement is from purchase to disposal, and the records that have to be maintained before processing an item out of the record are pretty basic and simple. We attacked this thing in the earlier 2000s, created databases that produced forms, things like this. There are errors that occur.

Our issue, sometimes, has become -- over time, is our recognition of a net value versus a usability. So the intention to some things that get old, we understand that from an accounting perspective; but from a functionality perspective -- and this committee, for the longest time, addressed it that way, which was: We can't replace all the laptops at one time because they are over three years old or we can't -- in some cases, seven, eight years old, unfortunately.

But the idea is that we have to, from start to finish, make sure we are doing our best to be the steward and safeguard that asset to its final resting place.

And there are mishaps that occur with recordkeeping, for sure. But we can't 100 percent certify that that's what's occurred if there is an absence of documentation, and we're not there to reconcile every transaction that takes place like that.

MR. NAYLOR: And I recognize that.

My question is, is there a process that is established so that when something comes off of one, it also comes off of the other list that it may be on?

MR. MAGLI: Yeah, so accounting and financial reporting maintains that record.

MR. NAYLOR: Okay.

MR. MAGLI: We pull down from that record to go and do our sampling and such. And so if those records -- excuse me -- were being processed in a timely --

We have sometimes where there is an overlap period, but not often.

MR. NAYLOR: Thanks.

MS. SHAW: Madam Chair?

MS. FERTIG: Yes?

MS. SHAW: So I was -- I was a little -- I thought it was a bit funny, because I'm looking at these property ID numbers, and I thought: Okay, the 04, the 09, or the 18, that's the year of the asset, right?

MR. MAGLI: Roughly, yes.

MS. SHAW: And so I'm looking at a piece of Lexmark equipment, and it's at $1,200 from 2004. There's no way. I'm sorry.

But I think -- so I think the unit costs are the cost -- today's cost, probably someone needs to look at that, number one. Because the department doesn't value anything more than a penny. It's

old.

Number two, the life cycle ended after the first five to seven years and in a piece of equipment such as -- such as that, number one.

Number two, let's make sure -- and I think this goes back to what we're saying earlier under I think the previous report -- that training should be across the board. So if you move from one school to another, regardless of where you are, whether you are at District, a site, everyone should understand the same process, the same procedure.

If it's no longer in use, we do not discard it and just put it in a box or put it somewhere. We complete the reverse requisition form and send it to where it goes, as you said, its final resting place. And I think that's the piece that somehow, in the last few years --

Because these audits used to be clean. You have gotten them to the point where we are like "Oh, my gosh, we brought sexy back," and so -- I'm sorry, so -- and I think that's probably part of what now we need to kind of take a step back and look at it.

And I know it's not your department's

responsibility, and Mr. Alan is here, and I think that's something that needs to be conveyed to the rest of the district. What happened in one area should be across the area, and there needs to be a standard operating procedure, and items should not be placed into a box, and if I move from one school to another, the process remains the same.

And as well, let's make sure that we're not putting that 2004 asset as $1,200, because it's probably about 10 cents.

MR. MAGLI: I just want to address that.

We do, in fact, report in there about the net values because we want that -- I mean, logic applies; we've been doing that forever, really, since I was here. I added that because I took that consideration into it; but as I said, you know, we're looking at what we have to work with and what they have.

One of the big things in the backlogs -- I can't speak to what's been happening in the last few years; but I do know that back then, the area superintendents, now the regional folks, they were the ones who took up the charge. I don't take credit for that. I did have some influence in the sense that I tried to help them with the

understanding of what was going on.

We do have an O-100 bulletin, business practice bulletin, serves as the guide for all these things that's in place, virtually unchanged since, I believe -- well, they have just recent -- recently tweaked it a little bit -- like '17, which they had -- before that, we had something. I don't even remember when we changed it. But it was basically uniform, but with the addition of the SMART Bond purchases. So none of this has changed, really, in that time period.

I think maybe Mr. Strauss can speak to what -- what goes on now with that. I really -- we've had some discussions off-line, just to see where we are with that. I think they can be successful with that again.

We're obviously in a constrained market financially, so we won't be able to do as much for a little period. Hopefully, we'll get that, you know, moving forward; but we have to make the most of what we have, whether we like it or not. And so I think this stuff becomes critical.

And, again, we've always said, If you're done with it, follow the process, work the documentation, follow it to finality, and we should

have less problems.

I did want to ask -- I'm sorry, not to cut you off Mr. De Meo -- relative to this, too, I -- because I haven't been back here doing that with you guys, and Merlin has been working on that, because the responses, at the last minute they throw a lot of the paperwork which we couldn't take during the audit.

I don't want to burden you with all of that stuff, unless you want me to, much like we had said about the exception-free ones. If you would like me to provide that all for you, I certainly will. Some of it's illegible. You can't really see it. It seems kind of meaningless, but I wouldn't make that determination for you. So while we discuss this, at the very end of this piece, I would like to kind of get an opinion from . . .

MS. FERTIG: Okay. Bob and then Mr. De Meo, and then we'll just go around here.

MR. MAYERSOHN: I'm always beating you to the punch.

So I've been on this audit committee for several years, and I always see the, you know, requirement of the semiannual inventory. And I think I've asked before -- and, Mr. Strauss,

obviously I'm directing it at you -- there has been improvements in communicating that to the schools, required to do that.

And, again, my belief is, if it's done, a lot of this stuff would be caught before you do the audit, you know, whether a laptop is missing, whether a police report was filed, whether somebody misplaced something, whether something went -- you know, wherever it would be.

Assure me some way that there is a methodology from the District that there is a response or a report that the school is doing it --

And, again, I'm assuming that all these schools have different timeframes, so it's not like everybody has to get it done by January 1st for their -- but something that would -- if they are required to do it, let's say a semiannual inventory is -- and I'll just throw out a date, you know -- October 1st, that if they don't do it within 30 days, somebody's following up and saying "Where is it?"

So is that paper and pen, or is that electronic at this point?

MR. STRAUSS: Yeah, so we have a BCPS central database. That's where schools access it. And

believe it or not, we're coming up to the second part, you know. January was the first semiannual. Now is the second semiannual, this month in May, and each of the regional offices do monitor that completion and then contact the schools if they have not completed it. So there is the followup that does exist through that avenue of the database through our Broward BCPS central database.

And so we -- you know, we see everything that the school puts in there and ensure that they've done it and signed off on it. The principal has to go in and sign off on it, and then we're checking to make sure that they've signed off on it. So there is a followup process.

MR. MAYERSOHN: So based upon that, then, there should be no school that should write a -- write a followup to say, "Yes, we understand the recommendations of the auditor is that we do a semiannual inventory," because they -- what you're telling me is that there's sufficient oversight that it should be accomplished.

MR. STRAUSS: I think most of the responses say they do a semiannual inventory. A lot of times, sometimes we'll sit there, and if a school has such egregious property inventory negative

controls, then maybe that will see even a quarterly -- you know, make them do multiple -- more than twice a year, because of that. In looking at, over the time, as mentioned, property inventory has gotten much better --

MR. MAYERSOHN: I agree.

MR. STRAUSS: -- from before.

I can give an example, I almost want to say two managers prior to -- I guess I think they just approved someone to be a manager recently, but we even had that individual come out to the principal meetings to go through the whole process -- because the process changed a little bit, from what it used to be to what it currently is -- to ensure that all our principals are understanding what is being asked.

And, obviously, it's -- you know, it's not the principal doing the property inventory, you know. It's either an assistant principal, it's microtech, it's a custodian, it's a band director, you know. It's multiple people on the inventory team that are working with the auditor to ensure that all the items are there.

And then, as you see, we still, I see in some of these reports, you know, Ms. Shaw mentions, you

know, something from '04, I mean, something that's over 20 years old, something that was a COVID laptop issue. So we still see those things crop up, and to their point, they're just commenting in what their finding is, and we still need to rectify those things sometimes.

And then, as you have change in personnel, you're always trying to ensure that consistency happens across the board.

MR. MAYERSOHN: No, I just -- as I said, just -- and I agree with you, the property inventory reports have gotten better, still not perfect; but ensuring that the system that you're currently operating with improves those processes and that's my -- you know, when I see something, you know, "Well, that should have been off the inventory ten years ago," well, but you did a property -- if you did it annual -- you know, semiannually, you would have identified and said, "Hey, wait a second here, not in 2025, but in 2005" --

MR. STRAUSS: Correct.

MR. MAYERSOHN: -- should be removed.

That's -- that's my whole point.

So I appreciate it. I know you guys are

working on it, and I just hope it continues to go up, as opposed to sideways or the rollercoaster.

MS. FERTIG: I'm not trying to rush anybody, but we're down to 35 minutes, and we have a couple of really important things we have to get to. So I'm going to go to you all real quickly, if we can, and then --

MR. DE MEO: Yeah, I'm going to be brief.

Mr. Strauss, the one at the top is really important, in policies being followed, internal controls being effective. Are -- does the District keep this top of mind? Is it discussed that, for example, if there are exceptions, it's going to show up on your performance review?

MR. STRAUSS: In the people's -- in the administrator's evaluations, there is, you know, written comments, and in those written comments, it will be noted that exceptions were incurred.

MR. DE MEO: Okay. So that's a yes, good.

Mr. Magli, the report -- this report is specific to the procedures that I talked about on the previous report, this is a good example, where it lists all of the items that -- all of the procedures and so forth.

Just a couple of other comments, one, where it

says "netbook value," I presume that's determined using a five-year life on most of the stuff?

MR. MAGLI: Roughly, but there is --

MR. DE MEO: Okay.

MR. MAGLI: -- variation between the types of equipment and things. It's provided to us.

MR. DE MEO: Five, seven -- three, five, seven.

MR. MAGLI: Correct.

MR. DE MEO: And then lastly, I may be misunderstanding this, but the monetary on page -- well, it's the second page of your report, monetary benchmark minimum materiality, $2,500 or more; for standard property items, 1,500 or more. But on the exceptions lists, there are numerous items that are below $2,500 and $1,500. Just curious on why that is.

MR. MAGLI: So there were some changes that were made while I was gone relative to how they were approaching some of the technology pieces, some of the things that were bought out of the SMART Bond allocations and things like that. So those things that you're seeing may have been in those areas relative to those specifically. I don't know which ones you're speaking, but that

would account for what you're speaking to.

MR. DE MEO: So in the future, we're not going to see something that's older than five years at an original cost of $2,500. I mean, it should be in your work papers, but for this committee and this report, really . . .

MR. MAGLI: So, again, we're testing to see what controls and what they're doing in the environment, and so this was the methodology that was employed last year -- and that's what Mr. Strauss was speaking to, that they had kind of modified that -- in the hopes to try to capture things, again, going those sampling concept, rather than a hundred percent, which is what it used to be --

MR. DE MEO: Yeah.

MR. MAGLI: -- because the volume of goods, particularly during that SMART Bond period, they were capturing everything down to, like, less than a hundred dollars.

MR. DE MEO: Yeah, I see.

MR. MAGLI: So these are things that I want to visit with our CFO with reasonability. I won't make that determination. That's not something I'm going to do, but relative --

We want to report and have it. Now, how you -- how you regard it, I understand; and we don't want to inundate you with things that --

MR. DE MEO: $300 item that's, you know, 10 years old, does it really need to be on there?

MR. MAGLI: Well, it's in our records, so we are just reporting it -- in order to get it off the record and it's captured already as an asset in our module, we have to report it that way so that it's accounted for as, you know, essentially an unaccounted-for item that they can reclassify.

MR. DE MEO: No, I understand that in your work papers; but for this report, the $2,500 materiality level I think would eliminate those for the report purpose, right?

MR. MAGLI: Historically, we really haven't separated those --

MR. DE MEO: Okay.

MR. MAGLI: -- because we bring that forward in whole --

MR. DE MEO: No, just think about it.

MR. MAGLI: -- for them to process.

MR. DE MEO: Okay. Understood.

MS. FERTIG: Mariah?

MS. RABIDEA: I just have one question.

On the SMART Bond asset pieces here, just for clarification, what additional oversight exists specifically for SMART-Bond-funded assets; and the reason I ask, right, is because that was approved directly by voters and therefore carries heightened public accountability.

MR. MAGLI: So it doesn't carry a heightened accountability in the sense that, you know, it's expected, and I think that's everyone's intent, that everybody will take care of everything. The idea was that, from a reporting, if they could track those things and those expenditures, they added additional scope of assets to be captured that way. So they were included in this process because that was the decision that was made many years ago, and so those items were added to the asset record.

So as far as it all goes, you know, on a day-to-day basis, we hope everybody can secure all their stuff and no one does anything wrong and whatever; but reality is, it's not that it's a different standard, only that they were included. So as a part of our scope of review, we have included it, because that was what the decision was made.

MS. RABIDEA: Thank you.

MR. MAGLI: Until they get retired, which should be soon, maybe.

MS. RABIDEA: Yeah.

MR. NAYLOR: Yeah, just a quick followup to Mr. De Meo's question about the $2,500. There is also a quant- -- a physical quantity count that's part of -- that is included in identifying whether something should be reported; is that correct?

MR. MAGLI: That's a methodology that was employed, like I said.

MR. NAYLOR: Okay.

MR. MAGLI: They decided to find a reasonability for --

MR. NAYLOR: Because if you have 10 items -- I mean, if you have one item that's valued under 2,500, it's not a big deal; but if you have 10 items with -- there's a pattern.

MR. MAGLI: If we stratified, you know, the information towards the whole populace of asset records, then things can look a little different. We want to be reasonable and accommodate a reporting for you that would kind of make sense, or not; but we're trying to make something that people can measure to.

As far as how people manage the equipment and all the various things, that's -- that's not different, regardless of what is included in a sample audit or a sample inventory. So that's -- that was the decision that was made and how they were doing it. I think, collectively, they had polled and queried many people, and that was what they decided to do.

MR. NAYLOR: Thank you.

MS. FERTIG: Okay. May we have a motion?

MR. NAYLOR: Motion to transmit.

MS. SHAW: Second.

MS. FERTIG: Okay. Moved by Lew, seconded by Bob.

MR. MAGLI: Mrs. Fertig?

MS. FERTIG: Yes.

MR. MAGLI: Mr. Whitney is here to talk about the fund balances. Is there any way we can move him, because he has a time --

MS. FERTIG: We are going to do that as soon as we get this motion passed. Okay?

MR. MAGLI: Okay.

MS. FERTIG: So it's been moved and seconded to transmit the property and inventory audit of selected locations. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

Okay. Motion carries.

And we are going to go down to the fund balance, number eight.

We have 28 minutes, and we have several things we've got to get done, so --

Yes. Thank you.

MR. WHITNEY: Sure. So are there specific questions to what you have on -- listed on the agenda, or do you want me to point to the pages and kind of talk through?

MS. FERTIG: I think if you can just give us a quick presentation, and then we'll take -- take some questions.

MR. WHITNEY: Okay. So there was the document that was posted on the agenda that was the board's -- board workshop from --

I'm sorry. Jeff Whitney, director of budget.

From the -- and I do apologize. I've -- I've got a 12 o'clock ratings call with Standard & Poor's, so I'm going to try to rush these.

MS. FERTIG: Just -- just move -- yeah, we've got the same problem, so . . .

MR. WHITNEY: So at that workshop, there was a

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	DD. Chief Auditor
DEPARTMENT:	Auditing

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

TITLE: **Audit of the Internal Funds of Selected Schools**

REQUESTED ACTION: **Receive Internal Funds Audit Report - Audit of Internal Funds of Selected Schools. District-wide**

RATIONALE:

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

EXHIBITS:

- Executive Summary
- OCA Internal Funds Audit Report
- Meeting Excerpts

FINANCIAL IMPACT:

There is no financial impact to the District. This report is funded through the General Fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Magli	Phone:	754-321-2400
Name:	Nakia Gouldbourne	Phone:	754-321-2400

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Audit of the Internal Funds of Selected Schools

Board Meeting Date: June 9, 2026

Requested Action: Receive Internal Audit Report for the Audit of the Internal Funds of Selected Schools.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1700 Office of the Chief Auditor & Policy 3410 Internal Funds
Statutory Requirement	• 6A-1.001 F.A.C & Florida Statute1001.42(12)(l)
If the School Board votes "Yes"	• The Board would formally receive the audit report on the Internal Funds of Selected Schools in accordance with applicable laws, rules and policies.
If the School Board votes "No"	• The Board would not formally receive the audit report as required by Florida statute, which could result in noncompliance with statutory oversight requirements.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with Guardrail 4: Accountability, which includes expectations, evaluation, transparency, and continuous improvement.
Measurable Outcome(s)/Return on Investment	• See chart below.

Background/History

This report includes the audited internal funds of sixty-eight (68) schools for the 2024-25 school year. Fifty-five (55) schools generally complied with controls in place without exception to promote compliance with the School Board's policies and procedures. There are thirteen (13) schools with audit exceptions.

The Audit Committee reviewed and approved to transmit this report to the School Board at the May 7, 2026 Audit Committee meeting.

School	Exception	Rating	Financial Impact
Bair Middle School	Yearbook – The yearbook sales activity resulted in a loss and insufficient funds in the yearbook account to pay the vendor invoice by the close of FY2025.	High	-$1,092.00 (School Level)
Boyd Anderson High School	Internal Advance – Funds in the amount of $2,750.00 advanced in FY2024 remained unresolved in the school's books and records in FY2024 and FY2025.	High	-$2,750.00 (School Level)
	Fundraising – Financial reports were not completed as required by Florida Red Book Chapter 8 and District Standard Practice Bulletin (SPB) I-402. Yearbook proceeds were collected; however, no yearbook was published. The OCA recommended a refund to the students.	Medium	-$1,060.00 (School Level)
Coconut Creek High School	Yearbook – A review of the school's yearbook account indicated that the FY25 commissions were not received for online sales of yearbooks through the vendor. The school requested a replacement check for the commissions subsequent to the audit.	High	$1,060.36 (School Level)
	Disbursements – Disbursements related to gift cards did not have the required documentation, such as organizational minutes and distribution sheet as required by Florida Red Book Chapter 8 and SPB I-305.	High	-$342.85 (School Level)
Coral Glades High School	Fraud Investigation – The principal requested an audit and SIU investigation related to the bookkeeper's purchases and reimbursements as a club sponsor. Audit noted several issues including unauthorized purchases, fundraising, and segregation of duties.	High	-$3,385.77 (School Level)
Coral Springs High School	Yearbook – The yearbook activity indicated a loss of $4,979.14, which included an overpayment to the vendor in the amount of $598.00.	High	-$4,979.14 (School Level)
	Disbursements – Expenditures made by the school's Parent Teacher Organization (PTO) were refunded from the school's internal funds.	Medium	-$463.60 (School Level)
Country Hills Elementary School	Disbursements – Purchase Cards – A P-card reconciliation review indicated that the school should receive a refund of their unused pre-loaded amount from the Business Support Center of $3,827.51	High	$3,827.51 (School Level)

School	Exception	Rating	Financial Impact
Driftwood Elementary School	School Improvements – The school utilized funds in excess of the generally allowable 10-15% for staff related items which are restricted expenses per Florida Red Book Chapter 8.	High	-$14,093.00 (School Level)
Gulfstream Academy	Purchase Cards – A P-card reconciliation review indicated that the school overspent the amount pre-loaded with the Business Support Center by $5,203.50.	High	-$5,203.50 (School Level)
McArthur High School	Student Obligations – Obligations collected related to damaged/lost technology during were not remitted to the District as required by Florida Red Book Chapter 8.	Medium	$1,852.79 (District Level)
Miramar High School	Negative Fund Balance – Yearbook sales activity for FY24 and FY25 resulted in the yearbook account ending in a negative balance.	High	-$5,083.91 (School Level)
Monarch High School	Fundraising – The financial report, inventory documentation and sales tax remittance related to parking decal fees collected in the amount of approximately $16,000 were not completed as required by SPBs I-313 and I-402.	Medium	N/A
Nova High School	Disbursements – Gift cards totaling approximately $6,000 were purchased from club and staff appreciation accounts. Some disbursements lacked the proper accompanying documentation required by Florida Red Book Chapter 8 and SPB I-305. The OCA recommends a policy regarding the issuance of gift cards from internal funds to staff similar to other Florida educational and non-profit organizations. There is also a recommendation to seek professional guidance on fringe benefits.	High	-$6,000.00 (School Level)
	Receipting Documentation – BC-40P receipts for cash collections were not retained and presented for audit as required by Florida Red Book Chapter 8 and SPB I-302.	High	Unable to Determine
	Fundraising – The financial report, inventory documentation and sales tax remittance related to parking decal fees collected in the amount of approximately $13,000 were not completed as required by SPBs I-313 and I-402.	Medium	N/A

School	Exception	Rating	Financial Impact
	Disbursements – A payment in the amount of $46,400 was paid to a Prom vendor without competitive quotes as required by SPB 1-305 and Purchasing Policy 3800.	High	N/A
West Broward High School	Fundraising – The financial report for prom was not completed, the OCA noted that the event generated approximately $8,000 in profit.	Medium	N/A
	General Fund Reimbursement – Cambridge Assessment re-take fees collected in FY24 and FY25 were not remitted to the District as per Florida Red Book Chapter 8 and SPB I-204.	Medium	$10,313.38 (District Level)

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:
There is no financial impact to the District. This report is funded through the General Fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Internal Funds Audit Report

INTERNAL FUNDS AUDIT REPORT

Audit of the Internal Funds of Selected Schools

Established 1915
BROWARD
County Public Schools

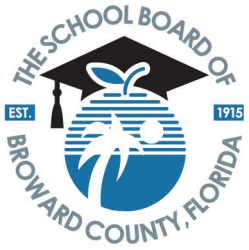
To be presented to the:

Audit Committee on
May 7, 2026

The School Board of Broward County, Florida on
June 9, 2026

By

The Office of the Chief Auditor



Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

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

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

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County Public Schools

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The School Board of Broward County, Florida

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Dr. Howard Hepburn
Superintendent of Schools

April 30, 2026

Members of the School Board of Broward County, Florida
Members of the School Board Audit Committee
Dr. Howard Hepburn, Superintendent of Schools

Ladies and Gentlemen,

We have audited the Statement of Changes in Fund Balances for the Internal Funds of sixty-eight (68) schools pursuant to the Florida State Board of Education, Administrative Rule 6A-I.00 I and School Board Policy 1700. Each school is responsible for the preparation of the Statement of Changes in Fund Balances. Our responsibility is to express an opinion on these statements based on our audits.

We conducted our audits in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform these audits to obtain reasonable assurance that the financial statements are free of material misstatements. The audit at these schools included an examination of the Internal Funds.

An audit includes evaluating and examining, on a test basis, the financial statements and supporting documents. In planning and performing our audits of the schools' financial statements, we considered the internal control structures. Our review of the internal control structures facilitates the development of the audit procedures and the expression of an opinion on the financial statements. We believe our audits provide a reasonable basis for our opinion.

The schools' records were maintained in conformity with the School Board's accounting procedures for Internal Funds. These accounting procedures require all financial transactions be recorded on a cash basis method, with no records maintained on accounts receivables, accounts payable, or accruals. Accordingly, the Statements of Changes in Fund Balances, as shown in this report, do not present the financial position or the results of operations of the school in the manner required by generally accepted accounting principles.

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Our audits indicated that fifty-five (55) schools in this report generally complied with prescribed policies and procedures. The thirteen (13) remaining schools' reports contained audit exceptions.

In our opinion, the Statement of Changes in Fund Balances for the schools present fairly the changes in fund balances of the schools' Internal Funds, arising from cash transactions.

We wish to express our appreciation to the administration and staff for their cooperation and courtesies extended during our audit.

Sincerely,

Mark Magli, CIGI, CIGA
Chief Auditor
Office of the Chief Auditor

Audits Supervised and Reviewed by:

Mark Magli, CIGI, CIGA
Nakia Gouldbourne, MBA, CIA, CRMA

Audits Performed by:

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

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INTERNAL AUDITOR'S REPORT

AUTHORIZATION

State Board of Education Rule 6A-1.1001, Florida Administrative Code, requires District School Boards to provide for audits of Internal Funds. In accordance with School Board Policy 1700 and the Audit Plan for the 2025-26 fiscal year, the Office of the Chief Auditor has audited the financial statements for the location listed in the Table of Contents section of this report. The financial statements were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles. These financial statements are the responsibility of the Principal/Director. Our responsibility is to express an opinion on these financial statements based on our audits.

SCOPE, OBJECTIVES, AND METHODOLOGY

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We selected and tested a representative sample of receipts and disbursements for the audited location. We also analyzed selected activities where the location generated significant revenues. An audit also includes assessing the accounting principles and significant estimates made by the administration, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

We perform our audits with the objectives of:

- expressing an opinion on the financial statements of the location.
- evaluating compliance by the location with the policies and procedures prescribed by the Standard Practice Bulletins.
- evaluating the internal control structure at the location to determine the extent to which selected control environment factors promote compliance with the policies and procedures prescribed by the Standard Practice Bulletins.

We conducted our audits in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States. Those standards require we plan and perform these audits to obtain reasonable assurance that the financial statements are free of material misstatements.

Financial Statements

In our opinion, the financial statements contained in these audit reports present fairly, in all material respects, the changes in fund balances arising from cash transactions of the location, on the cash basis of accounting.

Compliance

We also tested compliance with selected policies and procedures prescribed by the Florida Department of Education Financial and Program Cost Accounting & Reporting for Florida Schools and Standard Practice Bulletins.

Internal Control Structure

In planning and performing our examinations, we obtained an understanding of the:

- internal control structure established by the administration.
- operational internal control policies and procedures relevant to cash receipts and disbursements.
- assessed level of controlled risk to determine the nature, timing, and extent of substantive tests for compliance with applicable laws, administrative rules, and district policies; including the reliability of financial records and the safeguarding of assets.

The scope of our audits also included an assessment of the controls in place at the location to promote compliance with the Standard Practice Bulletins, which contain the procedures established to control the use of the Internal Funds. A material weakness is a reportable condition in which the design or operation of one or more of the internal control structure elements does not reduce to a relatively low level the risk that material errors or irregularities in the location's financial records, cash receipts, and disbursements, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

The results of our audit for the individual locations are included within the report.

Section I:

Audit Reports with Exceptions

THE OFFICE OF THE CHIEF AUDITOR
SUMMARY OF INTERNAL AUDIT REPORTS WITH EXCEPTIONS

School and Region	Audit Committee Report Date	Region	FY 2025 Bookkeeper	Audit Exceptions	Guidance
Bair Middle School	5/7/2026	Central	**BSC**	Yearbook	Chapter 8, Policy 6200, SPB I-402, I-405
Boyd Anderson High School	5/7/2026	Central	**BSC**	Internal Advance, Fundraising, Yearbooks	Chapter 8, SPB I-310, I-402, I-405
Coconut Creek High School	5/7/2026	North	**BSC**	Fundraising - Yearbook, Disbursements	Chapter 8, Policy 6200, SPB I-402, I-405, I-305
Coral Glades High School	5/7/2026	North	**Non-BSC**	Fraud investigation - Receipting and Deposits, Disbursements, Classes Clubs and Departments, Fundraising	Chapter 8, SPB I-302, I-303, I-305, I-402
Coral Springs High School	5/7/2026	North	**BSC**	Yearbook Sales, Disbursements	Chapter 8, Policy 6200, SPB I-402, I-405, I-101
Country Hills Elementary School	5/7/2026	North	**BSC**	Purchase Cards	Chapter 8, SPB I-305
Driftwood Elementary School	5/7/2026	South	**BSC**	School Improvement	Chapter 8, SPB I-204, I-205
Gulfstream Academy	5/7/2026	South	**BSC**	Purchase Cards	Chapter 8, SPB I-305
McArthur High School	5/7/2026	South	**BSC**	Student Obligations	Chapter 8, SPB I-204
Miramar High School	5/7/2026	South	**BSC**	Negative Fund Balance	Chapter 8, Policy 6200, SPB I-402, I-405
Monarch High School	5/7/2026	North	**BSC**	Fundraising - Parking Decals (Repeat Finding)	Chapter 8, SPB I-402, I-313, I-402
Nova High School	5/7/2026	Central	**BSC**	Gift Card Disbursements, Receipting Documentation, Fundraising, Purchasing Policy (Repeat Finding)	Chapter 8, Policy 3800, Policy 5307, SPB I-305, I-313, I,402, I-404
West Broward High School	5/7/2026	South	**BSC**	General Fund Reimbursements (Repeat Finding), Fundraising	Chapter 8, SPB I-204, I-402

Bair Middle School

2025

BAIR MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	9100 NW 21st Manor, Sunrise, FL 33322
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Dr. Leo Nesmith
Principal:	Steven Williams (July 2025 – Current) Dr. Keietta Givens (August 2022 – June 2025)
Bookkeepers:	Chequita Butler – Business Support Center (August 2024-Current) Barbara Leonis – Business Support Center (August 2023-July 2024)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	27,239.53
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	37,239.53

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Bair Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

FUNDRAISING - YEARBOOK

According to the *Financial & Program Cost Accounting & Reporting for Florida Schools* ("Red Book") Chapter 8, a financial report shall be filed with the principal's office at the close of each fundraising activity. Chapter 8 and Standard Practice Bulletin ("SPB") I-402, *Fundraising Activities*, indicate that the sponsor of each class, club, or department is responsible for providing adequate financial documentation and records, which must be retained for audit. According to Policy 6200, *Publications,* and SPB I-405, *Student Publications*, school publications are considered important supplements to educational programs of the school and part of the principal's approval should be based on the ability of the publication to support itself.

According to the fundraiser financial report, the school's FY2025 yearbook sales activity resulted in a loss of $1,092.00. As of February 2026, vendor invoice 152355- issued in May 2025 in the amount of $2,972.00, was not paid due to Account 4882-0000 *Yearbook* having a balance of $1,880.00, which was insufficient to cover the outstanding invoice. The school is conducting various fundraisers for the remaining amount of funds owed.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the Principal and school's yearbook Advisor strengthen the budgeting and monitoring procedures by carefully estimating order quantities based on projected sales and advertising revenue. In addition, the school should actively monitor revenues and expenditures throughout the year to prevent future deficits. The OCA advises the Principal to select a more cost-effective vendor from the District's RFP approved yearbook vendors to help lower production costs and reduce the risk of future financial issues.

BAIR MIDDLE SCHOOLS

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 5,227.00	$ 5,459.50	$ 5,432.70	$ 1,378.67	$ 1,378.67	$ 5,253.80
Music	2,916.64	1,440.00	1,715.68			2,640.96
Classes	1,044.67	25,631.00	26,438.24	1,875.00	1,321.91	790.52
Clubs	7,658.42	2,947.90	3,409.95	3,145.02	6,890.59	3,450.80
Departments	3,439.39	2,738.74	1,732.05	1,261.72	981.40	4,726.40
Trusts	16,715.08	31,844.64	36,624.77	9,950.15	9,924.41	11,960.69
General	6,819.49	2,934.85	4,224.40	6,041.42	3,155.00	8,416.36
TOTALS	$ 43,820.69	$ 72,996.63	$ 79,577.79	$ 23,651.98	$ 23,651.98	$ 37,239.53

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

April 2, 2026

TO: Mark Magli, Executive Director, Audits
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Steven J. Williams, Principal
Bair Middle School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Bair Middle School for Fiscal Year 2024–2025. The audit identified one exception related to Yearbooks which occurred under the previous school administration.

In alignment with the Office of the Chief Auditor's (OCA) recommendations, the following corrective actions will be implemented to strengthen budgeting, monitoring, and oversight of the yearbook program:

- The school is conducting additional fundraising activities to address the existing deficit and satisfy the outstanding vendor invoice.
- The school did not have a Yearbook offering for FY 25-26 due to the existing deficit.
- The BSC Internal Funds Specialist will provide training and guidance to any staff, prior to serving as a Yearbook Sponsor, regarding the proper completion of the Financial Report and the monitoring of revenues and expenditures to support a fiscally responsible program.
- Beginning with the 2026–2027 school year, school administration has confirmed that yearbooks will be purchased directly by parents through a District RFP-approved vendor, which will simplify financial oversight, and reduce the risk of future financial shortfalls.

The Business Support Center and Bair Middle School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Dr. Ted Toomer
John W. White
Dr. Leo Nesmith
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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BROWARD County Public Schools

DR. TED D. TOOMER, REGIONAL SUPERINTENDENT
CENTRAL REGIONAL OFFICE

PHONE: 754-321-3000 **FAX:** 754-321-3049 EMAIL: ted.toomer@browardschools.com

April 7, 2026

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

FROM: Ted Toomer, Ed.D.
Central Regional Superintendent

SUBJECT: RESPONSE-BAIR MIDDLE SCHOOL INTERNAL AUDIT– FISCAL YEAR 2024-2025

This correspondence comes to acknowledge receipt and review of the audit findings for fiscal year 2024-2025 for Bair Middle School. I have read the response to the findings as well. In addition to the corrective measures the principal is instituting, the Office of the Central Regional Superintendent will provide the following support and oversight in assisting the school in this area:

- The director will review Redbook Chapter 8, Standard Practice Bulletins I-402 and I-405, Policy 6200 with the principal to ensure proper implementation of policies, procedures and guidelines pertaining to fundraising activities.
- The director will monitor the corrective actions noted in the Business Support Center's response to ensure they are occurring in the manner described by the principal and Business Support Center.
- The director will include a review of the newly adopted school procedures in the regularly scheduled site visits with the principal and provide appropriate guidance and support for improvement.

The Office of the Central Regional Superintendent recognizes the seriousness of these audit findings. We will work with the school to develop, implement, and monitor sound business practices that should prevent further occurrences of this nature. As always, I may be reached at 754-321-3000 for additional information.

TT/LN:smr

c: Leo Nesmith, Ph.D., Director, Teaching & Learning
Steven Williams, Principal, Bair Middle School

Boyd Anderson High School

2025

BOYD H. ANDERSON HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 3050 NW 41st Street, Lauderdale Lakes, FL 33309

Region: Central

Regional Supt: Alan Strauss

Director: Haleh Darbar

Principal: James Griffin

Bookkeeper: Migna Santigo - Business Support Center

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – J.P. Morgan Chase Bank	$	100,957.41
Investment:		
Treasurer's Pool Account		22,000.00
TOTAL	$	122,957.41

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Boyd H. Anderson High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

INTERNAL ADVANCE

According to Standard Practice Bulletin ("SPB") I-310 *Internal Advances,* it is sometimes necessary to advance funds to expedite expenditures for single activities, such as student travel when the actual expense is unknown or issued as change funds for dances, etc. Single activity advances must be cleared within ten (10) days after the conclusion of the activity. The requesting party is responsible at all times for the dollar amount issued. The return of the internal advance may consist of all cash; cash and receipts/invoices; or all receipts/invoices; however, if called in, the custodian must be able to account for the dollar amount issued.

A review of Account 6251-0000 *Internal Advance* indicated that there was a beginning carryover balance for internal advances issued in FY2024 totaling $2,750.00. A reconciliation completed by the auditors of the internal advances for FY2024 and FY2025 indicated that funds advanced in September 2023 for $500 and May 2024 for $2,750 were not completely cleared by the return of the funds nor by the submittal of receipts to substantiate purchases made by two sponsors. As of March 2026, $2,750.00 still remained outstanding for these two advances. The school indicated that the sponsors were no longer with the District and would need to review the former sponsors' club accounts to resolve the internal advance balance left outstanding. The OCA confirmed that the sponsor that received the $2,750.00 advance is no longer with the District, the second sponsor's name could not be found in the system.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the Principal review the requirements of SPB I-310 with the bookkeeper as well as other involved staff to ensure the proper implementation of controls over internal advances, particularly to ensure that balances are cleared within ten (10) days after the conclusion of an event and that Account 6251-0000 *Internal Advance* has a zero balance at the end of the fiscal year.

FUNDRAISING

According to the Financial & Program Cost Accounting & Reporting for Florida Schools ("Red Book") Chapter 8, 2.3 *Classes, Clubs and Departments*, b. the sponsor of each school club or organization is responsible for providing adequate financial documents and records to the principal and is responsible for retaining duplicates. Section 2.3.e states that a financial report shall be filed with the Principal's office at the close of each fundraising activity. SPB I-402 *Fundraising Activities* indicates that all merchandise sales require the completion of a financial report and the sponsor of each class, club or department is responsible for providing adequate financial documentation and records which must also be retained for audit.

The financial report and related inventory documentation for parking decals, cheerleader concession, student government snack sales and several other fundraising activities were not given to the auditor as requested for the audit.

Yearbooks

Per SPB I-405 *School Publications Yearbooks*, the documentation required to be retained for audit includes a copy of confirmation of services letter, the distribution report, a master receipt list and record of advertisements sold.

The auditor requested the required documentation listed in SPB I-405 for the FY2025 yearbook sales. The school bookkeeper indicated there were no yearbook sales, therefore the sponsor did not submit the documentation. A review of Account 4882-0000 *Yearbook* indicated that payments were received for approximately twenty-two (22) yearbooks through the school's online store during FY2025 totaling $1,060.00. The school provided the auditor with a vendor yearbook agreement and a questionnaire which stated, "no yearbooks were sold." The auditor contacted the vendor listed on the agreement to request an invoice and sales data, but the vendor replied that there was no information since the school did not get their yearbooks from them in FY2025. The school's budget keeper told the OCA that due to issues of non-responsiveness by the vendor's representative, the yearbook was not published so no yearbooks were sold. The auditor questioned what would happen to the funds that were collected and the bookkeeper stated the school would begin to mail refunds to the students who pre-paid for yearbooks.

Recommendation
OCA recommends that the school Principal review Red Book Chapter 8, SPB I-402, and SPB I-405 with the sponsor to ensure ongoing monitoring of the yearbook account activity throughout the year. The OCA also recommends that the school contact the students that paid for yearbooks and ensure refunds are issued timely.

Recommendation for all Exceptions

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls for the guidance referenced in the exception report. The additional support should include comprehensive training for all bookkeepers/budget support specialists as well as school staff on their responsibilities and requirements.

BOYD H. ANDERSON HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 1,210.58	$ 26,514.53	$ 20,591.74	$ 4,537.09	$ 8,924.68	$ 2,745.78
Music	2,435.16	9,906.95	9,089.16	2,345.68	2,498.79	3,099.84
Classes	7,456.35	111,228.55	100,205.07	87,384.80	85,522.91	20,341.72
Clubs	47,422.89	38,338.65	35,871.64	22,875.30	30,299.74	42,465.46
Departments	17,018.61	995.31	190.88	12.48	185.00	17,650.52
Trusts	33,476.33	40,863.65	78,844.29	67,180.98	46,863.55	15,813.12
General	34,583.01	2,753.32	6,453.70	8,231.68	18,273.44	20,840.87
TOTALS	$ 143,602.93	$ 230,600.96	$ 251,246.48	$ 192,568.01	$ 192,568.11	$ 122,957.31

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

DATE: April 30, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

James Griffin, Principal
Boyd Anderson High School

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

This correspondence acknowledges the receipt and review of the findings from the Internal Audit conducted for Fiscal Year (FY) 2024-25 at Boyd Anderson High School. The audit identified multiple exceptions related to internal advances, fundraising, and yearbooks.

In alignment with the recommendations from the Office of the Chief Auditor (OCA), the Business Support Center (BSC), in collaboration with school leadership, has implemented, or is in the process of implementing, corrective actions as outlined below:

Internal Advance:

- As part of the reconciliation process, supporting receipts were identified to clear the majority of the outstanding advances. The remaining balances will be resolved by the Athletics department.
- Upon full clearance of the internal advance account, BSC and school leadership have agreed to discontinue the use of internal advances at Boyd Anderson High School.

Fundraising:

- Sales tax associated with parking decal fees was remitted to the District on April 30, 2026.
- The BSC Director reviewed fundraising requirements with school leadership on April 30, 2026.
- Effective May 1, 2026, the Principal will ensure that all sponsors receive appropriate training prior to overseeing any fundraising activities.
- The Principal will replace any sponsors who do not adhere to established policies and procedures.

Yearbooks:

- Refunds have been issued to all 22 students who purchased yearbooks but did not receive them.

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2022-23**

PAGE: 2

- The BSC Director reviewed expectations, regarding yearbook sales with school leadership on April 27, 2026.

In addition to these actions, documentation and follow-up actions consistent with District standards have been completed, as applicable, to reinforce compliance with internal accounts controls.

The BSC recognizes the seriousness of audit findings and remains committed to collaborating with our locations and the Office of the Chief Auditor to run fiscally sound operations. We are confident that these corrective measures will further improve our operations by helping all locations prevent similar future audit exceptions.

If you have any questions or require additional information, please contact me directly at 754-321-0668.

cc: Ted Toomer
John W. White
Haleh Darbar
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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BROWARD
County Public Schools

DR. TED D. TOOMER, REGIONAL SUPERINTENDENT
CENTRAL REGIONAL OFFICE

PHONE: 754-321-3000 **FAX:** 754-321-3049 EMAIL: ted.toomer@browardschools.com

April 30, 2026

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

FROM: Ted Toomer, Ed.D.
Central Regional Superintendent

SUBJECT: RESPONSE-BOYD ANDERSON HIGH SCHOOL INTERNAL AUDIT– FISCAL YEAR 2024-2025

This correspondence comes to acknowledges the receipt and review of the audit findings for fiscal year 2024-2025 for Boyd Anderson High School. I have read the response to the findings as well. In addition to the corrective measures the principal is instituting, the Office of the Central Regional Superintendent will provide the following support and oversight in assisting the school in this area:

- The director will review Redbook Chapter 8, 2.3 Standard Practice Bulletins I-310, I-402, and I-405 with the principal to ensure proper implementation of policies, procedures and guidelines pertaining to internal advance, fundraising, and yearbooks.
- The director will monitor the corrective actions noted in the Business Support Center's response to ensure they are occurring in the manner described by the principal and Business Support Center.
- The director will include a review of the newly adopted school procedures in the regularly scheduled site visits with the principal and provide appropriate guidance and support for improvement.

The Office of the Central Regional Superintendent recognizes the seriousness of these audit findings. We will work with the school to develop, implement, and monitor sound business practices that should prevent further occurrences of this nature. As always, I may be reached at 754-321-3000 for additional information.

TT/HD:smr

c: Haleh Darbar, Director, Teaching & Learning
James Griffin, Principal, Boyd Anderson High School

Coconut Creek High School

2025

COCONUT CREEK HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 1400 NW 44th Ave, Coconut Creek, Florida 33066

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Todd LaPace

Principal: Dr. Nicole Nearor

Bookkeeper: Amar Chand - Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase Bank	$ 88,140.13
Investment:	
Treasurer's Pool	$ 40,000.00
TOTAL	$128,140.13

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coconut Creek High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the district administration.

AUDIT EXCEPTIONS

FUNDRAISING - YEARBOOK

According to the Financial & Program Cost Accounting & Reporting for Florida Schools ("Red Book") Chapter 8, a financial report shall be filed with the principal's office at the close of each fundraising activity. Chapter 8 and Standard Practice Bulletin (SPB) I-402 *Fundraising Activities*, indicate that the sponsor of each class, club, or department is responsible for providing adequate financial documentation and records, which must be retained for audit. According to Policy 6200, *Publications*, and SPB I-405 *Student Publications*, school publications are considered important supplements to educational programs of the school and part of the principal's approval should be based on the ability of the publication to support itself.

During the review of the Account 4882-0000 *Yearbook*, it was noted there was no activity related to the sale of yearbooks for FY2025. Additionally, the payment for the FY2024 yearbook publication created in June 2024 (Check #1221) was voided. The Office of the Chief Auditor ("OCA") contacted the vendor directly to inquire about the outstanding invoice for FY2024 and yearbook sales for FY2025.

The vendor indicated that the FY2024 yearbook invoice #251191-2023 in the amount of $1,303.48, issued in May 2024, was eventually paid in May 2025. There was no evidence of payment in the school's general ledger, so the OCA inquired with the school as to how the payment was made, the Principal indicated the Yearbook Advisor personally made the payment directly to the vendor as a donation to the school and provided a donation letter. A review of Account 4882-0000 *Yearbook* indicated that there were sufficient funds available to pay the outstanding invoice.

The OCA reviewed sales documentation for the FY2025 yearbook sales received from the vendor which indicated that purchases were made online through the vendor's site. The yearbooks were sent directly to the buyer or to the school for distribution. Per the contract and sales documentation, there was a commission of $1,060.36 earned for approximately fifty (50) yearbooks sold. The vendor stated this commission check was issued and sent to the school in June 2025. As of February 2026, the auditor was unable to trace this amount to the school's general ledger or bank deposits. The school Yearbook Advisor and Budget Support Specialist/Bookkeeper informed the OCA that the commission had not been received by the school. The vendor told the OCA that the initial commission check had not been cashed and subsequently sent a replacement check to the school. The OCA will follow-up with the school to confirm its receipt and deposit of the commission check.

Recommendation

The OCA recommends that the Principal and Yearbook Advisor review the requirements of Policy 6200 *Publications* and SPB I-405 *Student Publications* to strengthen controls for the oversight of the sales and commissions generated to ensure the school receives the entirety of earned commissions. Additionally, the Yearbook Advisor and Budget Support Specialist/Bookkeeper should review the requirements of SPB I-405 to ensure that invoices are properly reviewed and paid timely.

DISBURSEMENTS

Per Red Book Chapter 8, 2.3 *Classes, Clubs and Departments*, d. disbursements shall be approved by the appropriate club or organization officer, members or designee. According to SPB I-305 *Disbursements*, disbursements and/or transfers from classes, clubs, and departments require organization minutes with the signature of the applicable teacher/sponsor and officer. Additionally, SPB I-305 states cash disbursements require the manual signature of the person receiving the money, initials are not acceptable.

During a sample review of disbursements, it was noted that there was a reimbursement paid to a sponsor for the purchase of seven gift cards from Account *3030-0005 C/O 2025 -Brunch Tickets* in the amount of $342.85. The disbursement package did not include the authorizing organizational minutes, or a distribution sheet with the signatures of the parties that received the gift cards.

Recommendation

The OCA recommends that the Principal and Budget Support Specialist/Bookkeeper review the requirements referenced in Chapter 8 and SPB I-305 to ensure that required documentation and approvals are properly completed when disbursing cash, or cash equivalents in the form of gift cards, from class, club and organization accounts.

Recommendation for All Exceptions

The OCA also recommends that comprehensive training be provided to the Principal, Budget Support Specialist/Bookkeeper and staff related to the referenced Chapter 8 sections and Standard Practice Bulletins to ensure they are following the requirements and understand the importance of the controls established by the District related to internal funds.

COCONUT CREEK HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 1,071.90	$ 21,490.91	$ 17,885.06	$ 1,089.00	$ 5,555.28	$ 211.47
Music	884.31	1,100.00	1,006.16	749.60	789.60	938.15
Classes	5,547.07	81,863.90	84,448.43	12,873.62	13,523.42	2,312.74
Clubs	56,057.18	37,368.61	47,861.39	24,270.06	20,354.61	49,479.85
Departments	19,792.97	30,099.25	30,960.95	23,665.05	26,574.11	16,022.21
Trusts	18,108.97	42,039.21	26,505.66	29,291.20	43,861.22	19,072.50
General	17,690.00	3,693.50	-	23,119.31	4,399.60	40,103.21
TOTALS	$ 119,152.40	$ 217,655.38	$ 208,667.65	$ 115,057.84	$ 115,057.84	$ 128,140.13

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

April 5, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

Dr. Nicole Nearor, Principal
Coconut Creek High School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Coconut Creek High School for Fiscal Year 2024–2025. The audit identified two exceptions related to Yearbooks and Disbursements. Below are the actions taken, or to be taken, in response to each exception.

Disbursements:

The Business Support Center (BSC) acknowledges the Office of the Chief Auditor's (OCA) determination regarding an incomplete disbursement package. The BSC has ensured that all staff involved, including the bookkeeper, are aware of and adhere to the requirements of SPB I-305.

In addition, documentation and follow-up actions consistent with District standards have been completed, as applicable, to reinforce compliance with internal accounts controls.

Yearbooks:

In alignment with the Office of the Chief Auditor's (OCA) recommendations, the following corrective actions will be implemented to strengthen monitoring and oversight of the yearbook program:

- On March 16, 2026, the Director of the Business Support Center (BSC) communicated concerns to Purchasing and Logistics Operations (PLO) regarding the inclusion of yearbook sales cutoff deadlines in the contract.
- On March 30, 2026, additional concerns were raised regarding inclusion of a final payment clause in the contract renewal to ensure that all funds owed to schools are received by the school no later than June 1 of the applicable fiscal year. These items remain under consideration by the Purchasing Agent as part of the contract renewal process.

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

PAGE: 2

- The final commission from the yearbook provider has since been received and receipted by the school, resolving the outstanding commission matter noted in the audit.
- The principal reviewed with the yearbook sponsor the proper process for making donations to club accounts to ensure that vendor invoices are paid using school internal account funds and processed through established school procedure

The Business Support Center and Coconut Creek High School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Dr. Jermaine Fleming
John W. White
Todd LaPace
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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County Public Schools

DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT
NORTH REGIONAL OFFICE

PHONE: 754-321-3600 **FAX:** 754-321-3630 **EMAIL:** jermaine.fleming@browardschools.com

April 7, 2026

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

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: AUDIT REPORT ON INTERNAL ACCOUNTS – FISCAL YEAR 2024-25
COCONUT CREEK HIGH SCHOOL

This correspondence comes to acknowledge receipt and review of the audit findings for the fiscal year 2024-25 for Coconut Creek High School. I have carefully read the findings and reviewed the principal's and the Business Support Center response to the findings.

The North Regional Office will implement the actions below:

- The Director for the North Region will convene with the principal to examine the audit findings and accompanying recommendations.
- The North Region Director will review internal account processes and check in quarterly on the school's procedures.
- The results of this audit will be appropriately reflected in the principal's annual evaluation.

In addition:

- The principal will adhere to the audit's recommendations.
- The principal will schedule a meeting with the Business Support Center to request additional support in implementing formal procedures and controls.

The North Regional Office recognizes the seriousness of this finding and will monitor this area closely at the school. As always, I may be reached at (754) 321-3600 for additional information.

JF/TL

C: Mr. Todd J. LaPace, Director, North Regional Office
Mr. Ryan Smith, Director, Business Support Center
Dr. Nicole Nearor, Principal, Coconut Creek High School

Coral Glades High School

2025

CORAL GLADES HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2700 Sportsplex Drive, Coral Springs, Florida 33065
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Dr. Mark Kaplan
Bookkeeper:	Brenda Martorana – October 2025 - Current Shavelle Phillips – February 2024 - September 2025

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JPMorgan Chase Bank	$ 74,227.76
Investment:	
Treasurer's Pool Account	310,000.00
TOTAL	$ 384,227.76

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coral Glades High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

BACKGROUND

On October 15, 2025, the Principal contacted the Office of the Chief Auditor (OCA) to request an expedited annual audit of the internal funds due to the bookkeeper being administratively reassigned. The auditor began the review of the internal funds on or about October 21, 2025 for the time period July 1, 2024 through October 20, 2025. The following are the exceptions noted during the audit.

AUDIT EXCEPTIONS

RECEIPTING AND DEPOSITS

Per the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8, 1.4 Cash Collections and Deposits all deposits must equal the total amount of money taken in and recorded on receipts for the period covered by the deposits and funds collected must be deposited within five (5) working days. As a part of the internal funds audit, the auditor reviews transactions to ensure that all receipting documentation is substantiated by entry into the computerized bookkeeping system and deposited timely with the bank.

During our review of a sample of the school's BC-40Ps, Monies Collection Envelopes (MCE), and Ticket Reports, we noted:

a. On one occasion, a total of $140.00 was collected as a cash payment. However, this amount was inaccurately entered into Great Plains as $40.00. The BC-40P receipt #6679606 was altered from $140.00 to reflect $40.00, and the BC-40P book cover was also altered to reflect this incorrect amount. The auditor spoke with the staff member that collected the funds who confirmed that the amount collected was $140.00.

b. In October 2025, the auditor along with office manager, discovered Monies Collection Envelopes in the bookkeeper's office containing cash totaling $844.50 as follows:

    - MCE – 544229 – Collected 9/17/25, $20.00, all funds documented as received were present.
    - MCE - 544237 - Collected "9/19" (the year was not identified), $145.00, all funds documented as received were present.
    - MCE – 544236 - $ 679.50, the MCE was blank with no collection date or record of funds received. Due to the absence of the information required on the MCE, the auditor was unable to determine whether all funds were present.

c. A total of six (6) checks and one (1) money order totaling $3,524.08 were found unprocessed in the bookkeeper's office by the auditor and office manager. The checks dated in range from April 2024 through October 2025.

Recommendation

The OCA recommends that the school's Principal review Redbook Chapter 8 and Standard Practice Bulletins (SPB) I-302 Cash Collections and I-303 Deposit of Collections to ensure proper controls over receipting and deposits. Specifically, the bookkeeper should verify collection amounts and issue an official receipt evidencing the amount entered into the bookkeeping computerized system to the collector/sponsor as well as ensure that all collections are prepared to be deposited within five (5) days of receipt.

DISBURSEMENTS

Per Redbook Chapter 8, II General Practices, 4. approved pre-numbered checks shall be used to disburse and account for funds, and section 1.3 Check Signatures, b. the Principal is responsible for all financial transactions and proper check signatures. Per SPB I-305 Disbursements, payments from internal accounts must be authorized in writing by the Principal. As a part of the Internal Funds audit, the auditor reviews disbursements to ensure that all required information and approvals are completed. A review of the disbursements indicated issues as follows:

a. There were multiple instances where the check number imprinted on the check was not the same as the number created in the Great Plains system.
b. The auditor noted that there were approximately fourteen (14) checks voided on 9/4/25. A review of these transactions indicated that there were checks voided in the Great Plains accounting system but not properly voided within the banking system which resulted in five (5) of the voided checks being cashed. It is unclear whether the checks were inadvertently voided due to the errors in the check numbers being incorrect in the Great Plains system. This condition results in a book and bank balance reconciliation discrepancy. Due to the administrative reassignment of the bookkeeper, the September 2025 bank reconciliation was not completed at the time of the audit, the OCA Director informed the replacement bookkeeper to address the issue when completing the subsequent monthly bank reconciliations.
c. Check #2117, made payable to the bookkeeper as a reimbursement, in the amount of $120.80 only had a receipt attached in the amount of $20.75; there were no other receipts attached to substantiate the additional $100.05 reimbursed.
d. Several check disbursement packages were missing or not complete with an Expense/Reimbursement authorization form signed by the Principal and/or supporting invoices.
e. There were instances where the Principal's signature was not the authorizing signature on the checks for disbursement.

Recommendation

The OCA recommends that the school Principal review Redbook Chapter 8 and SPB I-305 Disbursements to develop proper controls and ensure that support documentation is complete and appropriate prior to disbursements. In addition, the Principal should work with Treasury and the

Business Support Center to implement proper procedures for voiding checks and proper signatory authority.

CLASSES, CLUBS AND DEPARTMENTS

Per Redbook Chapter 8, 2.3 Classes, Clubs and Departments, class and club monies shall be expended for the benefit of the class or club or for purposes designated by the class or club that participated in generation of the revenues. Approval for the existence of all club and class activities is the responsibility of the principal and disbursements by any club or school organization must be approved by the appropriate club or organization officer, members or designee.

There were several reimbursements to the bookkeeper, as the club sponsor, from Account – 3745-0003 Family Career and Community Leaders of America (FCCLA) and Account 4375-0000-FCCLA. The bookkeeper was approved as the sponsor by the Principal, however, acting as a sponsor and receiving reimbursements is not common practice within the District and resulted in issues with segregation of duties controls.

A review of invoices totaling $3,385.77 indicated that reimbursements paid to the bookkeeper from the FCCLA club account were for items shipped to the bookkeeper's business/personal address. The office manager informed the auditor that the items noted in the invoices presented could not be located on the school campus.

Additionally, there was a transfer of funds from Account 5530-8000 *Child Care Ed.* of $1,868.04 and Account 3745-0000 *Culinary/Pro Start* of $2,300.00 into Account 3745-0003 *FCCLA* with a description "state competition". The funds transferred from Account 5530-8000 *Child Care Ed*. are funds that should have been remitted to the District for the fee based child care program. There is no indication that the culinary club raised money on behalf of the FCCLA club. Without the transfers the account would have ended in a negative balance of approximately $4,000.

Recommendation

The OCA recommends that Management implement policies and procedures to restrict Bookkeepers/Budget Support Specialists from serving as sponsors to address the segregation of duties issues found during this audit. It is further recommended that club and organization sponsors review the trial balance for their respective organizations to ensure there is no misappropriation of the organizations' funds.

FUNDRAISING/EVENTS

According to Redbook Chapter 8, 4.3 Fundraising, the school Principal is to be made aware of, approve, and oversee all fundraising activities and actions conducted on a school campus and approve all fundraising activities in the name of the school. Additionally, per Chapter 8 and Standard Practice Bulletin I-402, a financial report shall be filed with the principal's office at the close of each fundraising activity. The Sponsor of each class, club or department is responsible for providing adequate financial documentation and records which must be retained for audit. As part of the Internal Funds audit, the auditor reviews the Financial Reports and inventory documentation required in the standard practice bulletin and Chapter 8.

During the sample review of the school's fundraising activities, we noted the financial statement for Parking Decals was not provided for approximately $20,000 of profits collected.

A review of the club accounts for FCCLA (Family Career and Community Leaders of America) indicated activity related to the collection of funds for dues and various activities; however, there were no financial reports completed by the bookkeeper who was acting as the sponsor.

Recommendation

The OCA recommends that the Principal review Redbook Chapter 8, and Standard Practice Bulletin I-402 to ensure the proper implementation of controls pertaining to the completion of financial reports for fundraising activities.

Recommendation for All Exceptions

The OCA also recommends that comprehensive training be provided to the Principal, Bookkeeper/Budget Support Specialist and staff related to the referenced Chapter 8 sections and Standard Practice Bulletins to ensure they are following the requirements and understand the importance of the controls established by the District related to internal funds.

CORAL GLADES HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 29,536.52	$ 124,720.50	$ 120,122.03	$ 3,724.08	$ 17,000.03	$ 20,859.04
Music	3,000.41	22,886.71	23,868.02	12,076.90	13,328.76	767.24
Classes	26,706.21	150,974.25	163,669.37	55,168.69	53,223.70	15,956.08
Clubs	184,979.34	365,649.91	395,038.08	224,749.10	223,042.58	157,297.69
Departments	15,343.32	11,373.89	5,328.00	3,234.24	14,781.38	9,842.07
Trusts	68,652.00	172,496.05	175,784.78	228,594.42	213,590.45	80,367.24
General	79,445.47	23,171.23	10,897.77	21,795.65	14,376.18	99,138.40
TOTALS	$ 407,663.27	$ 871,272.54	$ 894,708.05	$ 549,343.08	$ 549,343.08	$ 384,227.76

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BROWARD
County Public Schools

Coral Glades High School
Dr. Mark Kaplan, Principal
2700 Sportsplex Drive
Coral Springs, Florida 33065
phone: 754-322-1250 • fax: 754-322-1380
https://www.browardschools.com/coralglades

The School Board of Broward County, Florida

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Dr. Howard Hepburn
Superintendent of Schools

April 13, 2026

To: Dr. Jermaine Fleming, Regional Superintendent
North Region Office

From: Dr. Mark Kaplan, Principal
Coral Glades High School

RE: INTERNAL AUDIT RESPONSE

Please accept this as my official response to the internal audit dated March 3, 2026.

Due to diligent oversight of bookkeeping practices, it became apparent to me that the bookkeeper did not follow established protocols, policies, or procedures. It was at that time that I alerted Broward School's Police, the Coral Springs Police Department, as well as requesting a full audit by the School District's Audit Department.

There is an open criminal investigation that is ongoing for Grand Theft, Criminal Use of Personal Identification, and Organized Scheme to Defraud. The bookkeeper's actions also included forging my signature, misrepresenting herself to multiple vendors, and misplacing or knowingly manipulating paperwork to hide her trail. While it took some time to find all the information, it was clear that this was a purposeful scheme to defraud conducted in secret by manipulating the system and the checks/balances in place to prevent it.

During our previous audit, there were no exceptions found. Our bookkeeper was aware of policy, procedure, and protocol. I have very clear expectations for the fiscal operation of the school.

This bookkeeper is no longer employed with Broward Schools. Our current bookkeeper is a very experienced and competent employee who has worked diligently to assist in this audit as well as fixing many of the issues found.

Out of an abundance of caution and to ensure that everyone on my staff understands their expectations, I will reiterate the following:

1. Receipting and Deposits

To address the discrepancies noted in receipting and deposits, the following actions will be taken:

- All staff responsible for collecting funds will receive refresher training on proper completion of Monies Collection Envelopes (MCE), BC-40P receipts, and documentation requirements.
- The bookkeeper will verify all collection amounts before entering them into the Great Plains system and will issue official receipts matching the recorded amount.
- A weekly review process will be implemented by the administration to ensure that all collections are deposited within the required five (5) working days.
- A secure intake log will be established to track all funds submitted to the front office for deposit.
- All outstanding checks and funds discovered during the audit have been secured and will be processed or addressed in accordance with District procedures.

2. Disbursements

To ensure proper authorization and documentation for all disbursements:

- All check requests and reimbursements will require a completed Expense/Reimbursement Authorization Form with the Principal's approval.
- Supporting documentation, including receipts and invoices, will be verified for completeness before checks are issued.
- The bookkeeper and administrative staff will ensure that check numbers printed on checks match the numbers recorded in the Great Plains accounting system as well as documenting why checks are being voided and have principal sign the voided document.
- Procedures for properly voiding checks will be reviewed with the Treasury Department to prevent discrepancies between the accounting system and the bank. Monthly training courses will be attended by the Bookkeeper.
- Monthly bank reconciliations will be completed in a timely manner and reviewed by the administration to identify and resolve discrepancies.

3. Classes, Clubs, and Departments

To strengthen segregation of duties and ensure proper oversight:

- Moving forward, bookkeepers and budget support staff will not serve as sponsors for school clubs or organizations.
- New club sponsors will be assigned as appropriate, and responsibilities will be clearly communicated.
- Sponsors will be required to review their club's trial balance periodically to ensure accuracy and transparency of all transactions.
- Any items purchased for club activities must be shipped directly to the school and inventoried upon receipt.

4. Fundraising and Events

To improve documentation and oversight of fundraising activities:

- All fundraising activities will require prior approval from the principal or designee using the appropriate District forms.
- Sponsors will be required to submit completed financial reports at the conclusion of each fundraising activity.
- Administration will conduct periodic reviews to ensure that all fundraising documentation is completed and retained for audit purposes.
- Outstanding financial reports related to fundraising activities, including parking decal collections, will be compiled and submitted where possible.

I'm sure that by taking these ongoing steps, future audits will be free of exceptions.

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BROWARD
County Public Schools

DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT
NORTH REGIONAL OFFICE

PHONE: 754-321-3600 **FAX:** 754-321-3630 **EMAIL:** jermaine.fleming@browardschools.com

April 17, 2026

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

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: AUDIT REPORT ON INTERNAL ACCOUNTS – FISCAL YEAR 2024-25
CORAL GLADES HIGH SCHOOL

This correspondence comes to acknowledge receipt and review of the audit findings for the fiscal year 2024-25 for Coral Glades High School. I have carefully read the findings and reviewed the principal's and the Business Support Center response to the findings.

The North Regional Office will implement the actions below:

- The Director of Teaching and Learning for the North Region will convene with the principal to examine the audit findings and accompanying recommendations.
- The North Region Teaching and Learning Director will review internal account processes and check in quarterly on the school's procedures.

In addition:

- The principal will adhere to the audit's recommendations.
- The principal will schedule a meeting with the Business Support Center to request additional support in implementing formal procedures and controls.
- The principal will meet with the school's bookkeeper on a biweekly basis to discuss internal accounts monies being purchased. These meetings will be part of the check-in quarterly meetings with The North Region Teaching and Learning Director.

The North Regional Office recognizes the seriousness of this finding and will monitor this area closely at the school. As always, I may be reached at (754) 321-3600 for additional information.

JF/TL

C: Mr. Todd J. LaPace, Director, North Regional Office
Mr. Ryan Smith, Director, Business Support Center
Dr. Mark Kaplan, Principal, Coral Glades High School

Coral Springs High School

2025

CORAL SPRINGS HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	7201 West Sample Road, Coral Springs, Florida 33065
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Dwayne Dixon
Bookkeeper:	Erica Bryant – Business Support Center (July 2025 – Current) Amar Chand – Business Support Center (July 2023 – June 2025)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 56,374.74
Investment:	
Treasurer's Pool Account	180,000.00
TOTAL	$ 236,374.74

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coral Springs High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies, and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

YEARBOOK SALES

According to the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook), 2.3 Classes, Clubs, and Departments, e. a financial report shall be filed with the principal's office at the close of each fundraising activity. Chapter 8 and SPB I-402 Fundraising Activities, indicates that the sponsor of each class, club, or department is responsible for providing adequate financial documentation and records, which must be retained for audit. According to Policy 6200, Publications and SPB I-405, Student Publications Yearbooks and Memory Books, school publications are considered important supplements to educational programs of the school, and the principal's approval should be based on the ability of the publication to support itself.

During review of the payment of the vendor's final invoice in the amount of $6,669.14, the auditor requested documentation to reconcile online sales to the advance payment amount that was reflected on the invoice in the amount of $19,235, see attachment 1. On January 21, 2026 the sponsor provided a financial statement from the vendor site that showed online sales in the amount of $19,800 indicating the advanced payment credited to the school was understated by $598.00, see attachment 2. This resulted in an overpayment of $598.00 to the vendor. It was explained that the difference was due to sales which occurred after the issuance of the final invoice. The financial statement retrieved from the vendor account did not reflect the correct final payment amount nor the credit balance.

The Yearbook Financial Report disclosed a net loss of $4,979.14 for the FY2025 yearbook sales activity. Account 4882-0000 *Yearbook*, had a relatively low account balance at FY2025 of $1,610.88, the account has notably decreased from an ending balance in FY2021 of $9,311.22.

Recommendation

The Office of the Chief Auditor (OCA) recommends the yearbook advisor and bookkeeper should implement stronger invoice review procedures to ensure that all charges align and are supported by documentation prior to payment approval and contacting the publisher to obtain a refund for the overpayment.

The OCA recommends that the Principal and the Yearbook Advisor strengthen budgeting and monitoring procedures by carefully estimating order quantities based on projected sales and advertising revenue and by monitoring revenues and expenditures throughout the year to prevent future deficits. Additionally, the OCA recommends the Principal reviews the contract terms with the publisher to evaluate whether the vendor's online sales option allows the publication to properly support itself. The OCA has further concerns with the ability to monitor the amount of online sales made directly through a vendor after the issuance of the final invoice and the assurance that schools will receive proceeds from the subsequent sales.

DISBURSEMENT

Standard Practice Bulletin I-101, Section VII (Cooperative School Organizations): Cooperative school organizations, such as the Parent Teacher Organization (PTO), are independent legal entities separate from the district school board and schools. These organizations may make donations to district schools, however,

"school district employees must not be involved in the handling of money for a cooperative school organization," and funds must not be commingled.

During the review of Internal Funds disbursements, the OCA noted that the school issued a $463.60 payment to the PTO on February 3, 2025. Documentation indicated that this payment was intended to reimburse the PTO for pre-game meals provided to the football team. Further inquiry revealed that an individual associated with the PTO paid for the meals out of pocket, so the school's payment to the PTO effectively served as an indirect reimbursement to this individual.

Recommendation

The OCA recommends that PTO purchases remain separate and distinct from internal funds. The PTO should not make purchases on behalf of the school which require reimbursement from internal funds.

Recommendation for All Exceptions

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for relevant staff and Bookkeeper/budget Support Specialist on their responsibilities and requirements.

CORAL SPRINGS HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 12,277.25	$ 67,205.98	$ 69,874.27	$ 11,424.87	$ 19,630.29	$ 1,403.54
Music	4,834.29	5,133.39	4,866.00	1,392.00	3,565.40	2,928.28
Classes	22,884.50	123,686.91	130,215.39	18,626.15	23,647.42	11,334.75
Clubs	130,298.64	140,423.24	151,047.25	42,525.51	57,664.77	104,535.37
Departments	7,647.07	13,167.78	14,347.73	4,099.77	3,049.11	7,517.78
Trusts	31,272.43	67,185.70	47,698.02	55,736.38	43,771.25	62,725.24
General	21,698.62	11,205.00	4,497.40	26,546.52	9,022.96	45,929.78
TOTALS	$ 230,912.80	$ 428,008.00	$ 422,546.06	$ 160,351.20	$ 160,351.20	$ 236,374.74

Walsworth® Invoice

Walsworth
306 N Kansas Ave.
Marceline, MO 64658
Phone: 800-369-2646

Invoice #:	2885714
Date:	22-APR-25
PO #:	
Title:	INTO THE EXHIBIT
ISBN:	
Ship Date:	21-APR-25
Ship Via:	BEST WAY
Terms:	Due at Invoice

Bill To:

Coral Springs High School
Ms. Meizen Ballesteros, Yearbook Adviser
7201 W Sample Rd
Coral Springs, FL 33065-2249

Job Number	Customer Number	Sales Rep
5004790	003684	Veronika Levine

Quantity	Description	Unit Price	Amount
300	RFP FY23-023 Full Color 9, 300 copies, 240 pages	$73.333	$22,000.00
300	Embossing registered to litho design	$3.000	$900.00
300	Silk screen application, front cover	$1.750	$525.00
300	Soft touch matte lamination	$0.700	$210.00
	Cover die		$832.14
	Acrylic cover material		$1,097.00
10	Yearbok Staff (orange)	$1.000	$10.00
10	Press Pass Lanyard	$1.000	$10.00
	Cover Art Session & Cover Art Hours		$320.00

REMIT TO:
Walsworth
PO BOX 850287
Minneapolis, MN 55485-0287

Thank you for your business!

Page 1 of 1

Subtotal	$ 25,904.14
Shipping and Handling	$ 0.00
Sales Tax	$ 0.00
Total Price	$ 25,904.14
Advance Payment	$ 19,235.00
Balance Due	$ 6,669.14

Attachment 1

Financial

Coral Springs High School
5004790A

Deposits due

Deposit	Due	Amount
First	9/30/2024	8,050.00
Second	1/31/2025	10,350.00
Total deposits due*		**18,400.00**

This amount is only a portion of the total cost of your yearbook order. Additional items will be billed upon delivery of your books.

Deposits received

Payment	Received	Method	Amount
Books sold online	-	-	$19,000.00
Ads sold online	-	-	830.00
Payment 1	4/18/2025	Check	-65.00
Payment 2	6/19/2025	Check	6,074.14
Total deposits received*			**$25,839.14**

Deposit balance due	**$0.00**

Final Invoice

Created	Sent	Sent to	Amount

Outstanding balances

Description	Days past due	Balance due
undefined	undefined	$NaN

Attachment 2

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

March 12, 2026

TO: Mark Magli, Executive Director, Audits
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Dwayne K. Dixon, Principal
Coral Springs High School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Coral Springs High School for Fiscal Year 2024–2025. The audit identified two exceptions related to **Yearbook Sales** and **Disbursements**. Additional information on each exception is provided below.

Disbursements:

The Business Support Center (BSC) acknowledges the Office of the Chief Auditor's (OCA) determination regarding an inappropriate disbursement made on behalf of the Parent Teacher Organization. The BSC has ensured that all staff involved are aware of and adhere to the recommendations outlined in the report.

Appropriate documentation, follow-up, and actions consistent with District standards related to staff performance management have been performed.

Yearbook Sales:

The vendor confirmed that no initial deposit was made and that the final invoice issued at the time of processing was accurate. Accordingly, no overpayment occurred. The school's bookkeeper received the final invoice, verified its accuracy against supporting documentation, and processed payment in accordance with standard procedures.

After the disbursement process had begun, the vendor continued to sell additional yearbooks through its online platform. These sales occurred after the school's traditional internal sales period had closed and generated additional revenue. The vendor provided documentation confirming that the appropriate accounting entries were made to reflect these post-invoice sales.

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

PAGE: 2

Although the vendor indicated that a refund could be issued, consistent with the vendor's standard business practices- the excess funds were applied as a credit to the school's account for future use. This credit is currently reflected in the school's vendor account.

This information was provided to the OCA prior to the exit meeting and was reviewed in detail during that meeting. The BSC also requested that the finding be reissued as a discussion item and that references to deposits and overpayment be removed; however, this request was denied.

To mitigate the risk of future discrepancies or potential deficits, the school has implemented corrective action by eliminating multiple purchasing channels for yearbooks. All future sales will be conducted through a single, controlled process to ensure accurate revenue tracking, improved reconciliation, and stronger financial oversight. In addition, the principal has spoken with the yearbook sponsor about reducing the required minimum purchase to better align with actual sales trends.

During the exit meeting, the OCA also expressed concerns regarding the Yearbook bid (FY23-278). These concerns were relayed to Procurement & Logistics Operations leadership on February 27, 2026.

The Business Support Center and Coral Springs High School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me on 754-321-0668 if additional information is needed.

cc: Dr. Jermaine Fleming
John W. White
Todd LaPace
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT
NORTH REGIONAL OFFICE

PHONE: 754-321-3600 **FAX:** 754-321-3630 **EMAIL:** jermaine.fleming@browardschools.com

March 11, 2026

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

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: **AUDIT REPORT ON INTERNAL ACCOUNTS – FISCAL YEAR 2024-25**
CORAL SPRINGS HIGH SCHOOL

This correspondence comes to acknowledge receipt and review of the audit findings for the fiscal year 2024-25 for Coral Springs High School. I have carefully read the findings and reviewed the principal's and the Business Support Center response to the findings.

The North Regional Office will implement the actions below:

- The Director for the North Region will convene with the principal to examine the audit findings and accompanying recommendations, subsequently providing written follow-up communications.
- The North Region Director will review internal account processes and check in quarterly on the school's procedures.
- The results of this audit will be reflected in the principal's annual evaluation.

In addition:

- The principal will adhere to the audit's recommendations regarding disbursements and yearbook sales.
- The principal will schedule a meeting with the Business Support Center to request additional support in implementing formal procedures and controls.

The North Regional Office recognizes the seriousness of this finding and will monitor this area closely at the school.

JF/TL

C: Mr. Todd J. LaPace, Director, North Regional Office
Mr. Ryan Smith, Director, Business Support Center
Mr. Dwayne Dixon, Principal, Coral Springs High School

Country Hills Elementary School

2025

COUNTRY HILLS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 10550 Westview Drive Coral Springs, FL33076

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Meredith Weiss-Schnur

Principal: Laneia A. Hall

Bookkeeper: Rhonda Tribbey - Business Support Canter (May 2025-Present)
Erica Byrant – Business Support Center (July 2024-April 2025)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 74,245.59
TOTAL	$ 74,245.59

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Country Hills Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

DISBURSEMENTS – PURCHASE CARDS

According to the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8, II General Practices, 4. approved pre-numbered checks shall be used to disburse and account for funds. Section 1.3 Check Signatures, b. the principal is responsible for all financial transactions and proper check signatures. Per Standard Practice Bulletin (SPB) I-305, disbursements from internal accounts require written authorization from the Principal and must be supported by original invoices or paid receipts. As part of the Internal Funds audit, the auditor reviewed disbursements to ensure all required information and approvals were in place.

A review of disbursements from the school to the Business Support Center (BSC) revealed that the school prepaid for purchase card expenditures. The OCA completed a reconciliation of purchase card pre-loaded amounts and expenditures from FY2024 through FY2025, which indicated that at the end of FY2025, the school overfunded its purchase card by $3,827.51. As of February 2026, the BSC had not issued a refund to the school for the excess prepayments.

Recommendation

The Office of the Chief Auditor recommends that the school Principal review the purchase card reconciliation and request reimbursements for any excess payment. In addition, the Principal should consult with the Business Support Center to ensure the controls are adequately implemented.

The OCA also recommends that the Business Support Center develop and document proper procedures before the implementation of changes to disbursements and purchase card protocols. It is further recommended that excess pre-payments be analyzed and returned to schools prior to the close of the fiscal year for proper reflection on their annual financial reports.

COUNTRY HILLS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music						-
Classes	3,180.73	67,906.91	62,701.59	5,369.61	9,612.40	4,143.26
Clubs	2,503.84	3,312.74	3,105.78	163.02	559.00	2,314.82
Departments	13,509.52	231.11	9,852.65	88.39	-	3,976.37
Trusts	97,423.04	475,582.69	550,172.67	14,271.52	24,714.93	12,389.65
General	31,756.12	6,749.68	2,078.10	16,102.01	1,108.22	51,421.49
TOTALS	$ 148,373.25	$ 553,783.13	$ 627,910.79	$ 35,994.55	$ 35,994.55	$ 74,245.59

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

March 5, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

Laneia A. Hall, Principal
Country Hills Elementary School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Country Hills Elementary School for Fiscal Year 2024–2025. The audit identified one finding related to purchase card (P-Card) disbursements.

Below are the corrective measures that the Business Support Center (BSC) and school leadership implemented to address the current finding and prevent further findings related to P-Card disbursements.

P-Card Disbursements:

- The District Internal Funds P-Card process was revised effective **September 1, 2025**, eliminating the requirement for disbursements as part of the encumbrance process.
- This process change mitigates the risk of future **overpayments or underpayments** related to P-Card encumbrances.
- A comprehensive reconciliation of the school's P-Card activity was completed for the entire period beginning **July 1, 2023**.
- The outstanding balance of $3,717.08, covering the entire period of the process, was **paid on March 6, 2026**, resolving the P-Card audit exception.

The Business Support Center and Country Hills Elementary School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

PAGE: 2

Please contact me at 754-321-0668 if additional information is needed.

cc: Dr. Jermaine Fleming
John W. White
Meredith Weiss-Schnur
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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County Public Schools

DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT
NORTH REGIONAL OFFICE

PHONE: 754-321-3600 **FAX:** 754-321-3630 **EMAIL:** jermaine.fleming@browardschools.com

March 11, 2026

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

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: **AUDIT REPORT ON INTERNAL ACCOUNTS – FISCAL YEAR 2024-25**
COUNTRY HILLS ELEMENTARY

This correspondence comes to acknowledge receipt and review of the audit findings for the fiscal year 2024-25 for Country Hills Elementary. I have carefully read the findings and reviewed the principal's and the Business Support Center response to the findings.

The North Regional Office will implement the actions below:

- The North Region Director will meet with the principal and review the audit findings.
- The North Region Teaching and Learning Director will review internal account P-Card process.

The North Regional Office recognizes the seriousness of this finding and will monitor this area closely at the school. As always, I may be reached at (754) 321-3600 for additional information.

JF/MW:sr

C: Mr. Merideth Weiss-Schnur, Director, North Regional Office
Ms. Laneia A. Hall

Driftwood Elementary School

2025

DRIFTWOOD ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2700 NW 69th Avenue, Hollywood, FL 33024
Region:	South
Regional Supt:	Alan Strauss
Director:	Katie Policastro
Principals:	Ann Marie Stramanak (July 2024 - Current) Christine Ringler (August 2019 - June 2024)
Bookkeepers:	Colby J. Essue – Business Support Center (September 2025-Current) Elisa J. Taveras – Business Support Center (July 2021-June 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 29,807.77
TOTAL	$ 29,807.77

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Driftwood Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

SCHOOL IMPROVEMENT

Per Financial & Program Cost Accounting & Reporting for Florida Schools ("Red Book") Chapter 8, 2.5 *General* a. This category encompasses all accounts for funds that are to be used for the general welfare of the student body. Additionally, Chapter 8, 3.4 *Restricted Expenses*, restricts expenditures on equipment or supplies used for curriculum or classroom use. Standard Practice Bulletin ("SPB") I-204 Trusts states that up to 15% of the Genera account may be used to pay for school improvements. Such funds should be transferred to a Trust Account specifically established to track school improvement expenditures. Per SPB I-205, the purchase of materials, supplies and postage appropriated for in the school's budget funds is an inappropriate expenditure, except when the school's budget funds have been verified as being exhausted or unavailable.

A review of the school improvement disbursements indicated expenditures of $14,093.00 in September 2024, which included invoices for $7,775.50 for front office seating, filing cabinets, and a desk, as well as an invoice for $5,042.50 for a conference table and six (6) office chairs. During FY2025, *Account 7025 - General Account* had a beginning balance of $26,191.68; the expenditures from school improvements were approximately fifty-three percent (53%) of the total General account balance instead of the allowable fifteen percent (15%) of approximately $4,000.00. Furthermore, the expenditures for school improvements were thirty percent (30%) of the school's FY2025 total internal funds beginning balance of $46,366.61.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the Principal review the *Red Book*, Chapter 8, and Standard Practice Bulletins I-204 and I-205, and develop and implement proper controls over the funding and use of School Improvement funds. In addition, the Principal should consult with the Business Support Center to ensure the controls are adequately implemented.

The OCA also recommends that the Principal review the updated SPB I-204 *Trust*, which was implemented in April 2025. The updated SPB allows District staff to determine the use of internal funds and exceed fifteen percent (15%) without limitation. Consideration should be given to GASB 84 and the designation of internal funds as fiduciary and custodial. Per Red Book Chapter 8, if district school board faculty or staff determine the general use of funds, or if funds are used for the benefit of faculty and staff, they should not be considered custodial funds, but instead regarded as special revenue.

DRIFTWOOD ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Classes	$ 332.33	6,104.50	9,340.00	3,560.96	795.72	$ 820.83
Clubs	$ 3,044.73	1,039.60	1,005.00	0.00	485.76	$ 3,495.89
Departments	$ 5,283.11	205.98	0.00	0.00	18.85	$ 5,095.98
Trusts	$ 11,514.76	21,387.00	3,736.57	16,385.73	23,598.75	$ 1,077.35
General	$ 26,191.68	3,969.73	2,048.16	5,728.75	776.36	$ 19,317.72
TOTALS	$ 46,366.61	$ 32,706.81	$ 16,129.73	$ 25,675.44	$ 25,675.44	$ 29,807.77

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

April 2, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

Annmarie Stramanak, Principal
Driftwood Elementary School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Driftwood Elementary School for Fiscal Year 2024–2025. The audit identified one exception related to School Improvement expenditures, specifically regarding whether annual contributions to the School Improvement Trust Account may be accumulated over multiple years for larger purchases and whether the designation of these funds should remain custodial.

The Business Support Center (BSC) reviewed the finding and determined that the process applied by the school was consistent with the requirements of Standard Practice Bulletin (SPB) I-204, as revised and implemented on April 15, 2025. The revised SPB was issued to clarify areas where the prior guidance lacked sufficient specificity regarding School Improvement Trust accrual and usage.

Based on this review, the BSC believes the matter identified in the audit is not a compliance issue with SPB I-204, but rather an interpretive question regarding the relationship between SPB I-204 and **Financial & Program Cost Accounting & Reporting for Florida Schools (Red Book), Chapter 8**, particularly as it relates to the accumulation and use of School Improvement funds.

To address this interpretation issue in a clear and sustainable manner, the BSC recommends a collaborative approach whereby the BSC and the Office of the Chief Auditor jointly engage the Florida Department of Education (FDOE) and the Florida Auditor General's Office to obtain formal guidance on whether the current provisions of **SPB I-204** are consistent with the intent and requirements of the **Red Book**, including the designation of these funds as custodial.

Obtaining this clarification will allow the District to:

- Determine whether additional revisions to SPB I-204 are necessary, or

SUBJECT: RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25

PAGE: 2

- Confirm that the existing guidance is appropriate and consistently applied.
- Confirm specific revisions to **SPB I-205** to ensure consistency across related Standard Practice Bulletins.

This approach will help prevent future audit exceptions arising from differing interpretations of state-level guidance and will enable the District to focus on compliance and internal controls with greater clarity and consistency.

The Business Support Center and Driftwood Elementary School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Alan Strauss
John W. White
Dr. Katherine Policastro
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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County Public Schools

ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING
OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT

PHONE: 754-321-3200 **FAX:** 754-321-3216 **EMAIL:** alan.strauss@browardschools.com

April 7, 2025

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

FROM: Alan Strauss, South Regional Superintendent AS
Office of the South Regional Superintendent

SUBJECT: **AUDIT REPORT ON INTERNAL ACCOUNTS**
DRIFTWOOD ELEMENTARY SCHOOL - FISCAL YEAR 2024-25

This correspondence acknowledges receipt and review of the findings from the Internal Audit performed for fiscal year 2024-2025 for Driftwood Elementary School.

The South Regional Superintendent's office acknowledges the gravity of these findings and is committed to ensuring that the Principal implements the recommendations provided by the Office of the Chief Auditor, as well as the corrective actions established by the Business Support Center. Additionally, the South Region Director will incorporate an evaluation of the newly adopted procedures during regularly scheduled site visits with the Principal and offer guidance and support to foster ongoing improvement.

AS:mag

c: Dr. Katherine Policastro, Director, South Region Superintendent's Office
Ryan Smith, Director, Business Support Center
John White, Executive Director, Procurement and Logistics Operations
Nakia Gouldbourne, Director, Office of the Chief Auditor
Elizabeth Gabay, Auditor III, Office of the Chief Auditor

Gulfstream Academy

2025

GULFSTREAM ACADEMY
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1000 SW 3rd Street, Hallandale Beach, FL 33009
Region:	South
Regional Supt:	Alan Strauss
Director:	Thomas Correll
Principal:	Lynne Bonny
Bookkeeper:	Candice Escarment-Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase Bank	$70,218.74
Investments:	
Treasurer's Pool	$70,000.00
TOTAL	$140,218.74

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Gulfstream Academy for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

DISBURSEMENTS – PURCHASE CARDS

According to the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8, 1.3 and 1.4, checks must be used to disburse and account for funds, with the Principal responsible for all financial transactions and proper check signatures. Per Standard Practice Bulletin (SPB) I-305, disbursements from internal accounts require written authorization from the Principal and must be supported by original invoices or paid receipts. During the Internal Funds audit, the auditor reviews disbursements to ensure all necessary information and approvals are in place.

A review of disbursements indicated that the school paid the Business Support Center (BSC) for various field trips paid on the school's field trip purchase card issued to BSC staff on behalf of the school.

An analysis of the FY2025 payments paid to the BSC compared to the amount of expenditures per the P-Card statements indicated that the total balance of unpaid P-card expenditures was $5,203.50. As of February 2026, the balance of unpaid P-card expenditures had not been resolved.

Recommendation

The Office of the Chief Auditor recommends that the school Principal review the purchase card payments and expenditures with the Business Support Center to resolve the outstanding balance owed for the purchase card expenditures. Additionally, the Principal should consult with the Business Support Center to ensure proper reconciliation of purchase card payments and expenditures related to field trips are implemented.

GULFSTREAM ACADEMY

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 7,771.54	$ 2,427.00	$ 2,026.43	$ -		$ 8,172.11
Music	2,389.08	1,000.00	922.47	-		2,466.61
Classes	10,290.92	22,444.37	17,194.75	2,705.98	13,632.29	4,614.23
Clubs	13,484.82	18,670.97	19,022.65	4,968.56	3,885.39	14,216.31
Departments	12,187.15	10,250.27	4,315.60	5,949.68	5,949.68	18,121.82
Trusts	50,194.17	44,875.31	58,718.68	29,426.48	19,040.96	46,736.32
General	42,186.71	7,778.93	3,531.92	1,283.26	1,825.64	45,891.34
TOTALS	$ 138,504.39	$ 107,446.85	$ 105,732.50	$ 44,333.96	$ 44,333.96	$ 140,218.74

Established 1915
BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

April 7, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

Lynne U. Bonny, Principal
Gulfstream Academy

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Gulfstream Academy for Fiscal Year 2024–2025. The audit identified one exception related to purchase card (P-Card) disbursements.

To address this matter, the District Internal Funds P-Card process was revised effective September 1, 2025. Under the updated process, disbursements are no longer required as part of the encumbrance process. This change improves alignment between P-Card expenditures, encumbrances, and reconciliation, thereby reducing the risk of future overpayments or underpayments related to P-Card activity as noted in the audit.

The outstanding balance related to P-Card expenditures was resolved on March 17, 2026. In addition, the Principal reviewed purchase card payments and expenditures with the Business Support Center to confirm proper reconciliation of field trip P-Card activity. Documentation and follow-up actions consistent with District standards have been completed, as applicable, to reinforce compliance with internal accounts controls.

The Business Support Center and Gulfstream Academy take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Alan Strauss
John W. White
Thomas Correll
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING
OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT

PHONE: 754-321-3200 **FAX:** 754-321-3216 **EMAIL:** alan.strauss@browardschools.com

April 7, 2026

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

FROM: Alan Strauss, South Regional Superintendent
Office of the South Regional Superintendent

SUBJECT: **AUDIT REPORT ON INTERNAL ACCOUNTS**
GULFSTREAM ACADEMY OF HALLANDALE BEACH K-8 – FISCAL YEAR 2024-25

This correspondence acknowledges receipt and review of the findings from the Internal Audit performed for fiscal year 2024-2025 for Gulfstream Academy of Hallandale Beach K-8.

The South Regional Superintendent's office acknowledges the gravity of these findings and is committed to ensuring that the Principal implements the recommendations provided by the Office of the Chief Auditor, as well as the corrective actions established by the Business Support Center. Additionally, the South Region Director will incorporate an evaluation of the newly adopted procedures during regularly scheduled site visits with the Principal and offer guidance and support to foster ongoing improvement.

AS:mag

c: Lynne Bonny, Principal, Gulfstream Academy of Hallandale Beach K-8
Thomas Correll, Director, South Regional Superintendent's Office
Ryan Smith, Director, Business Support Center
John White, Executive Director, Procurement and Logistics Operations
Cynthia Sheffield, Auditor III< Office of the Chief Auditor

McArthur High School
2025

MCARTHUR HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 6501 Hollywood Boulevard, Hollywood, Florida 33024

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Mark Howard

Bookkeeper: Shauntay Cunningham – Poole – (July 2025 – Current)
Crystal Cuff – Business Support Center (August 2024 – June 2025)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 139,588.91
Investment:	
Treasurer's Pool Account	75,000.00
TOTAL	$ 214,588.91

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of McArthur High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

STUDENT OBLIGATIONS

According to the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8. 2.4 Trusts, e. collections for the district school board related to reimbursement for damages are trust funds. Standard Practice Bulletin (SPB) I-204 Trusts states, funds collected for direct remittance to the District, such as collections for Damaged/Lost Property, shall be accounted for in a trust account and must be submitted monthly.

In January 2025, the prior audit for FY2024 identified that Account 7025-0000 *General* received transfers totaling $1,852.79 from Account 6800-0000 *Student Obligations-OSP*. These transfers represent collections from students for damaged/lost technology obligations pertaining to unreturned chargers and laptops which were not remitted to the District.

As of January 2026, the school has not remitted the $1,852.79 to the District indicating that the issue remains unresolved.

Recommendation

The Office of Chief Auditor recommends that the Principal review the requirements of Standard Practice Bulletin I-204, Trusts, with the bookkeeper, and ensure that collections for lost and damaged technology are distinguished, receipted in Account 6258-0000 *Lost & Damaged Technology*, and remitted to The School Board of Broward County.

MCARTHUR HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 21,841.88	$ 41,123.79	$ 43,132.76	$ -	$ 5,882.86	$ 13,950.05
Music	1,273.17	24,466.00	13,591.70	8,281.01	18,938.13	1,490.35
Classes	27,766.75	122,272.11	133,387.41	12,133.13	12,110.61	16,673.97
Clubs	79,723.12	24,971.47	29,237.50	19,221.41	7,374.55	87,303.95
Departments	12,796.40	12,143.30	11,646.90	3,450.49	2,884.99	13,858.30
Trusts	55,828.28	45,620.88	67,480.97	26,455.98	31,172.05	29,252.12
General	40,471.15	5,007.20	2,239.35	16,099.52	7,278.35	52,060.17
TOTALS	$ 239,700.75	$ 275,604.75	$ 300,716.59	$ 85,641.54	$ 85,641.54	$ 214,588.91

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BROWARD
County Public Schools

McArthur High School
Mark Howard, Principal
6501 Hollywood Boulevard
Hollywood, FL. 33024
phone: 754-323-1200 • fax: 754-323-1330
mark.howard@browardschools.com
www.browardschools.com/mcarthurhigh

The School Board of Broward County, Florida

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE: March 11, 2026

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

FROM: Mark Howard, Principal
McArthur High School

SUBJECT: **RESPONSE-AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and prompt review of the findings from the Internal Audit performed for fiscal year (FY) 2025 for McArthur High School. The audit revealed one exception.

Below are the corrective measures that the school leadership has agreed to and will be implementing to prevent further exceptions related to the deficient area.

Student Obligations:

- The $1,852.79 was remitted to the appropriate account coding (Account 6258-0000). Note, the original transfer within the general account occurred under a previous bookkeeper (FY2024). During the FY 2025 audit discussion it was recommended by the auditor that the BSC Bookkeeper remit the funds to the district. The BSC Bookkeeper failed to remit the funds to the appropriate account. The current in-house bookkeeper has since remitted the funds to the correct account.

- To address the audit findings and strengthen internal controls, a full-time, daily bookkeeper with over 20 years of experience has been hired.

- Prior discussion items from the previous three fiscal years were reviewed with the current bookkeeper to ensure understanding and ongoing compliance.

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ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING
OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT

PHONE: 754-321-3200 **FAX:** 754-321-3216 **EMAIL:** alan.strauss@browardschools.com

March 11, 2026

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

FROM: Alan Strauss, South Regional Superintendent
Office of the South Regional Superintendent

SUBJECT: INTERNAL ACCOUNTS AUDIT REPORT FOR FISCAL YEAR 2024-25 – MCARTHUR HIGH SCHOOL

This letter confirms the receipt and review of the Internal Accounts Audit findings for McArthur High School for the 2024-2025 fiscal year.

The South Regional Superintendent's office acknowledges the importance of these findings and supports the corrective actions taken by both the Principal and Bookkeeper. To ensure compliance, the South Regional Director will oversee that the Principal and Bookkeeper review the requirements outlined in Standard Practice Bulletin I-204, Trusts. This will help guarantee that collections for lost and damaged technology are properly separated, receipted in Account 6258-000 Lost & Damaged Technology, and remitted to The School Board of Broward County, FL. The updated procedures will be assessed by the South Region Director during routine site visits, providing guidance and support for continued improvement.

AS:mg

c: Teresa Hall, Director, South Region Superintendent's Office
Ryan Smith, Director, Business Support Center
John White, Executive Director, Procurement & Logistics Operations
Raysa Lugo, Senior Auditor, Office of the Chief Auditor
Nakia Gouldbourne, Director, Internal Audits, Office of the Chief Auditor

Miramar High School

2025

MIRAMAR HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3601 SW 89th Avenue, Miramar, FL 33025
Region:	South
Regional Supt:	Alan Strauss
Director:	Teresa Hall
Principal:	Winfred Porter
Bookkeepers:	Cornet Brown – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 113,569.64
Investment	
Treasurer's Pool Account	60,000.00
TOTAL	$ 173,569.64

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Miramar High School for the fiscal year 2024-25. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

Negative Fund Balance

According to the *Financial & Program Cost Accounting & Reporting for Florida Schools* ("Red Book") Chapter 8, a financial report shall be filed with the principal's office at the close of each fundraising activity. Chapter 8 and SPB I-402, *Fundraising Activities*, indicate that the sponsor of each class, club, or department is responsible for providing adequate financial documentation and records, which must be retained for audit. According to Policy 6200, *Publications,* and Standard Practice Bulletin ("SPB") I-405, *Student Publications*, school publications are considered important supplements to educational programs of the school and part of the principal's approval should be based on the ability of the publication to support itself.

The school's FY2025 yearbooks sales activity resulted in a loss of $4,770.00. The school purchased 200 yearbooks at a total cost of $15,640. However, only 106 yearbooks were sold, generating revenue of $10,870.00. This was a repeat exception, since the yearbook sales in the previous year (FY2024) also resulted in a loss of approximately $4,800. The yearbook deficits over the past two years exhausted the carryforward balance which resulted in the account ending with a negative balance of $5,083.91 for fiscal year 2024-25.

Recommendation

The Office of the Chief Auditor (OCA) recommends that the Principal and the Yearbook Advisor strengthen the budgeting and monitoring procedures by carefully estimating order quantities based on projected sales and advertising revenue. In addition, the school should actively monitor revenues and expenditures throughout the year to prevent future deficits. The OCA recommends the Principal review the contract terms with the publisher to evaluate whether the vendor's online sales option allows the publication to properly support itself. The OCA advises the Principal to consider selecting a more cost-effective vendor from the District's RFP-approved yearbook vendors to better meet the school's needs, lower production costs, and reduce the risk of future financial issues.

MIRAMAR HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 22,695.59	$ 80,751.60	$ 87,465.62	$ 5,080.81	$ 14,380.75	$ 6,681.63
Music	0.00	32,905.00	25,349.53	958.52	7,467.15	1,046.84
Classes	6,455.65	156,708.31	153,893.57	16,902.32	14,967.77	11,204.94
Clubs	80,509.04	121,499.23	137,622.03	48,270.29	43,461.05	69,195.48
Departments	5,937.87	1,155.10	2,284.95	426.60	352.54	4,882.08
Trusts	38,941.73	52,412.98	56,457.41	51,399.94	34,758.08	51,539.16
General	50,766.57	5,244.95	19,340.87	2,680.32	10,331.46	29,019.51
TOTALS	$ 205,306.45	$ 450,677.17	$ 482,413.98	$ 125,718.80	$ 125,718.80	$ 173,569.64

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

April 2, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

Winfred Porter, Principal
Miramar High School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Miramar High School for Fiscal Year 2024–2025. The audit identified one exception related to a negative fund balance in the Yearbook account resulting from insufficient sales revenue to cover costs.

The Business Support Center (BSC) identified the developing deficit during its review activities in March 2025 and subsequently worked with school administration and the Yearbook Sponsor to implement corrective measures. Initial actions included increasing yearbook pricing and utilizing available funding sources to reduce the deficit; however, these actions were not sufficient to fully resolve the negative balance, requiring additional corrective steps.

In alignment with the Office of the Chief Auditor's (OCA) recommendations, the additional corrective actions have been, or will be, implemented to strengthen budgeting, monitoring, and oversight of the yearbook program:

- The school reduced the minimum purchase quantity with the vendor by 50 percent (from 200 to 100 copies) to better align ordering with projected sales, minimize unsold inventory, and reduce the risk of future financial shortfalls.
- The school is conducting additional fundraising activities and utilizing allowable funding sources, including vending revenues, to address the existing deficit and satisfy the outstanding vendor invoice.
- The Principal and Yearbook Sponsor, working with the BSC, will strengthen budgeting and monitoring procedures by more closely estimating order quantities based on projected sales and advertising revenue and by actively monitoring revenues and expenditures throughout the year.

- The BSC Internal Funds Specialist will provide required training and guidance to any staff prior to serving as a Yearbook Sponsor regarding proper completion of the Financial Report and ongoing monitoring of revenues and expenditures to support a fiscally responsible program.

These actions have resulted in a significant reduction of the deficit and are expected to prevent future negative fund balances.

The Business Support Center and Miramar High School take these findings seriously and remain committed to maintaining sound financial practices, strengthening internal controls, and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Alan Strauss
John W. White
Teresa Hall
Nakia Gouldbourne
Zorimar Melendez

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County Public Schools

ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING
OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT

PHONE: 754-321-3200 **FAX:** 754-321-3216 **EMAIL:** alan.strauss@browardschools.com

April 7, 2026

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

FROM: Alan Strauss, South Regional Superintendent AS
Office of the South Regional Superintendent

SUBJECT: **INTERNAL ACCOUNTS AUDIT REPORT**
MIRAMAR HIGH SCHOOL – FISCAL YEAR 2025

This correspondence acknowledges receipt of review of the findings from the Internal Audit Performed for fiscal year 2025 for Miramar High School.

The South Regional Superintendent's office recognizes the importance of addressing this recurring issue and is committed to ensuring the Principal implements the recommendations provided by the Office of the Chief Auditor. Because this matter has arisen before, the Principal updated the monitoring procedures for yearbook orders before the start of the current school year to prevent future account balance deficits and is also following the corrective actions set forth by the Business Support Center. Additionally, the South Region Director will introduce newly adopted procedures during regular visits with the Principal to encourage ongoing improvements.

AS:mg

c: Teresa Hall, Director, South Regional Superintendent
Ryan Smith, Director, Business Support Center
John White, Executive Director, Procurement and Logistics Operations
Nakia Gouldbourne, Director, Office of the Chief Auditor
Raysa Lugo, Senior Auditor, Office of the Chief Auditor

Monarch High School

2025

MONARCH HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5050 Wiles Road, Coconut Creek, FL 33073
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Todd LaPace
Principal:	James Cecil
Bookkeepers:	Amar Chand – Business Support Center (July 2025 – Current) Anitra Roland – Business Support Center (July 2024 – July 2025)

CASH AND INVESTEMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 67,632.80
Investment	
Treasurer's Pool Account	250,000.00
TOTAL	$ 317,632.80

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Monarch High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

FUNDRAISING – PARKING DECALS (Repeat Finding)

According to the Financial & Program Cost Accounting & Reporting for Florida Schools ("Red Book") Chapter 8, 2.3 *Classes, Clubs and Departments*, b. the sponsor of each school club or organization is responsible for providing adequate financial documents and records to the principal and is responsible for retaining duplicates. 2.3.e states that a financial report shall be filed with the Principal's office at the close of each fundraising activity. Standard Practice Bulletin ("SPB") I-402 *Fundraising Activities* indicates that the sponsor of each class, club or department is responsible for providing adequate financial documentation and records which must be retained for audit. Additionally, per SPB I-313 *Sales and Use Tax*, Section 212.03(6), F.S. requires every person who leases or rents parking spaces for motor vehicles in parking lots are to collect sales tax on the rental charge.

While reviewing fundraising activities, we noted that the financial report and related inventory documentation for parking decals sold during FY2025 were not presented for audit. During the review of account 6277-8000 *Parking Fees*, the parking decal revenue was approximately $16,000.00. Additionally, sales tax on the parking decal sales was not remitted to the District.

An exception was issued on March 3, 2025 related to the financial report and inventory documentation for the sale of parking decals not being presented for audit. The corrective action in the joint response from the Principal and Business Support Center Director stated that the bookkeeper sent out financial report training documentation to the sponsors on March 11, 2025.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the school Principal review Red Book Chapter 8, SPB I-313, and SPB I-402, and ensure financial reporting requirements pertaining to parking decal sales are completed as required. Additionally, the sales tax on FY2025 sales should be remitted to the District.

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for all Sponsors on their responsibilities and requirements.

MONARCH HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ (1,215.91)	$ 38,026.55	$ 19,625.10	$ 7,578.86	$ 23,608.92	$ 1,155.48
Music	14,615.87	55,443.88	60,611.65	8,138.81	10,322.30	7,264.61
Classes	21,546.92	161,166.03	132,605.13	107,536.64	133,965.00	23,679.46
Clubs	178,084.45	176,188.90	196,874.18	93,752.99	73,517.73	177,634.43
Departments	23,845.99	11,558.22	21,326.09	3,148.64	6,134.13	11,092.63
Trusts	52,994.48	82,204.97	96,203.52	99,837.55	90,189.11	48,644.37
General	41,966.28	11,063.01	22,611.17	30,701.54	12,957.84	48,161.82
TOTALS	$ 331,838.08	$ 535,651.56	$ 549,856.84	$ 350,695.03	$ 350,695.03	$ 317,632.80

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

April 17, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

James Cecil, Principal
Monarch High School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Monarch High School for Fiscal Year 2024–2025. The audit identified one exception related to Parking Decals.

In alignment with the Office of the Chief Auditor's (OCA) recommendations, the following corrective actions were taken to address this item:

- The sales tax due for the Parking Decal fees in the amount of $1,052 has been remitted to the district.
- A meeting was held on 4/13/2026 with both the former and current bookkeepers who provided services to this location to ensure that reporting expectations for fundraisers are clearly understood.
- The delay in reporting was attributed to the sponsor being reassigned from 1/9/2025 to 8/25/2025 as part of a district investigation, which removed them from the location during year-end closing activities. During this time, the sponsor was directed not to communicate with the location. Upon their return, a new bookkeeper was servicing the school and was unaware of the situation, resulting in a delay in retrieving the required reports.

The Business Support Center and Monarch High School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Dr. Jermaine Fleming
John W. White
Todd LaPace
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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BROWARD
County Public Schools

DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT
NORTH REGIONAL OFFICE

PHONE: 754-321-3600 **FAX:** 754-321-3630 **EMAIL:** jermaine.fleming@browardschools.com

April 27, 2026

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

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: AUDIT REPORT ON INTERNAL ACCOUNTS – FISCAL YEAR 2024-25
MONARCH HIGH SCHOOL

This correspondence comes to acknowledge receipt and review of the audit findings for the fiscal year 2024-25 for Monarch High School. I have carefully read the findings and reviewed the principal's and the Business Support Center response to the findings.

The North Regional Office will implement the actions below:

- The Director will convene with the principal to examine the audit findings and accompanying recommendations.
- The Director will review internal account processes and check in quarterly on the school's procedures specifically regarding parking decals.

In addition:

- The principal will adhere to the audit's recommendations.
- The principal will schedule a meeting with the Business Support Center to request additional support in implementing formal procedures and controls.

The North Regional Office recognizes the seriousness of this finding and will monitor this area closely at the school. As always, I may be reached at (754) 321-3600 for additional information.

JF/TL

C: Mr. Todd J. LaPace, Director, North Regional Office
Mr. Ryan Smith, Director, Business Support Center
Mr. James Cecil, Principal, Coral Glades High School

Nova High School

2025

NOVA HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 3600 College Avenue, Davie, FL 33314

Region: Central

Regional Supt: Dr. Ted Toomer

Director: Haleh Darbar

Principal: Olayemi Awofadeju

Bookkeepers: Minga Santiago- Business Support Center (October 2024 - Current)
Crystal Cuff – Business Support Center (July 2024 – October 2024)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JPMorgan Chase Bank	$ 115,215.87
Investment:	
Treasurer's Pool Account	402,000.00
TOTAL	$ 517,215.87

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Nova High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies, and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

DISBURSEMENTS

Per Financial & Program Cost Accounting & Reporting for Florida Schools ("Red Book") Chapter 8, Section 3.4 *Restricted Expenditures*, d. articles for the personal use of any student, employee or other person, except those items that are identifiable as being in recognition of service or promotion of school activities and those items identified under rule 6A-1.0143, F.A.C., Promotion and Public Relations Funding[1] are considered inappropriate. Section 2.3 *Classes, Clubs and Departments* states disbursements shall be approved by the appropriate club officer, members, or designee.

Standard Practice Bulletin ("SPB") I-305 *Disbursements IV. RESTRICTED EXPENDITURES 6.,* states there should be no staff, student, or School Board employee accommodations. Accommodations are defined as items which are for the personal use or benefit of the person and do not directly benefit the school or School Board. Additionally, SPB I-305 requires organizational minutes be attached for club expenses, as well as a cash distribution which requires the manual signature of recipient.

A review of twenty-four (24) disbursements related to gift cards indicated that one hundred and sixty-eight (168) gift cards totaling approximately $6,000.00 were purchased during fiscal year 2024-25. An analysis of the check disbursement documentation indicates there were a total of one hundred and fifty (150) gift cards totaling $3,780.00 purchased for staff and eighteen (18) gift cards and personal gifts purchased for students totaling $2,230.00. Two disbursements, check numbers 1782 and 2275, totaling $379.00 were not provided to the OCA during the duration of the audit from January 2026 to March 2026. The majority of the gift card purchases reviewed were funded from the following accounts:

Account	Description	Total
4484-0000	PALS CLUB/BEST BUDDIES	2,432.50
4635-0000	STUDENT COUNCIL/SGA	1,887.52
6997-8000	STAFF APPRECIATION	1,702.13
	Total	6,022.15

One hundred and twenty-two (122) of the gift cards purchased were in $10 denominations, thirty-two (32) ranged from $25 to $100, and fourteen (14) gift cards exceeded $100.

Purchase Card Amount	Less than $20	$25-50	$51-100	$101-200
Total Purchased	122	21	11	14

Account 4484-0000 *Pals Club/Best Buddies ("Best Buddies")* funds were derived from fundraisers. Fundraising approval forms for Best Buddies indicated the funds raised would be used for field trips, staff

[1] Promotions and public relations activities may include, but are not limited to, activities involving graduation, visiting committees, orientation and work conferences, recruitment of employees, official meetings and receptions, guest speakers, accreditation studies, and other developmental activities, awards or other types of recognition for meritorious performance.

appreciation, activities, scholarships and donations to Friendship Walk. Purchases for gift cards and personal gifts were made for the club's student members in the amount of $1,880.00. Gift cards and personal gifts purchased for staff totaled $272.80. The disbursements had organizational minutes approving the staff appreciation gift cards; however, the school did not have a distribution list with the names of the recipients for the gift cards and a signature from the recipient.

Account 4635-0000 *Student Council/SGA ("SGA")* received transfers from various student club accounts into SGA sub account 4635-0010 *SGA-Club Transfer/Staff Appreciation* totaling approximately $4,700.00. There were seventy-three (73) gift cards purchased for staff appreciation for about $1,900.00. The disbursements from the SGA account had organizational minutes approving the staff appreciation gift cards; however, the school did not have a distribution list with the names of the recipients of the gift cards and a signature from the recipient.

According to SPB I-309 *Vending,* Account 6997-0000 *Staff Appreciation* can receive funds up to twenty-five percent (25%) of the school's vending commissions, at the Principal's discretion. Donations designated for staff appreciation are held in this account. During FY2025, vending commissions allocated to the *Staff Appreciation* account were $14,157.00. Seventy-two (72) gift cards were purchased for approximately $1,700.00, and out of the eight (8) disbursements reviewed, three disbursements did not have a distribution list attached, and one (1) disbursement had a partial list attached with ten (10) out of the required sixteen (16) receiving signatures. The distribution list also did not include documentation to support the method used to determine which staff received the gift cards.

Although the majority of the staff-appreciation gift cards purchased were less than $20 in value, the absence of adequate distribution documentation prevents verification that individual employees did not receive multiple gift cards. Furthermore, there were staff members that received cards valued at more than $100 as well as staff members that received multiple cards valued at $100 or more.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the District consider implementing a policy for the issuance of gift cards, taking into consideration Red Book Chapter 8 guidelines[2].

The District should research other Florida educational institutions, municipalities and non-profit organizations for best practices such as separating the duties of purchasing and assigning; as well as limitations to the value and frequency of gift cards issued to each individual each year. The OCA also recommends that the Principal review the requirements for cash distribution documentation in SPB I-305, treating gift cards as a cash equivalent, and ensuring proper procedures are implemented at the school to strengthen oversight of gift card transactions.

RECEIPTING DOCUMENTATION

During the Internal Funds audit, the auditor is tasked with completing an inventory of all receipting documents. Per Financial & Program Cost Accounting & Reporting for Florida Schools ("Red Book"), Chapter 8, Internal Funds, 1.4 *Cash Collections, and Deposits*, "all money collected by the school must be substantiated by pre-numbered receipts, consecutively numbered class receipt records, reports of monies

[2] The District should seek professional guidance regarding IRS Publication 15-B, *Employer's Tax Guide to Fringe Benefits*. Under De Minimis (Minimal) Benefits, the guidance states cash and cash equivalent fringe benefits such as gift cards, no matter how little, are never excludable as a de minims benefit.

collected, prenumbered tickets, reports of tickets issued and sold, or other auditable records...All checks, receipt forms and tickets shall be pre-numbered, and perpetual inventories of each shall be maintained."

During the auditor's inventory of receipting documentation, it was noted that Money Collection Envelope (MCE) 545278, was not provided for the audit. The MCE log indicates that the MCE was issued on February 15, 2025; however, there was no indication the envelope was returned. There was no Certificate of Loss form completed prior to the time of the audit in January 2026.

Recommendation

The Office of the Chief Auditor recommends that the school's Principal review Red Book Chapter 8 as well as Standard Practice Bulletins I-302 *Cash Collections* and I-404 *Certificate of Loss* to develop and establish proper controls over the management of receipting instruments. In addition, the Principal should consult the Business Support Center to ensure the controls are adequately implemented.

FUNDRAISING

According to Red Book Chapter 8, 2.3 *Classes, Clubs and Departments*, b. the sponsor of each school club or organization is responsible for providing adequate financial documents and records to the principal and for retaining duplicates. 2.3.e states that a financial report shall be filed with the principal's office at the close of each fundraising activity. SPB I-402 *Fundraising Activities* indicates that all merchandise sales require the completion of a financial report and the sponsor of each class, club or department is responsible for providing adequate financial documentation and records which must be retained for audit.

Parking Fees

Policy 5307 *Student Parking on School Campuses* states parking fees charged to park on a school campus may not exceed $60.00. Additionally, SPB I-313 *Sales and Use Tax*, F.S. Section 212.03(6), requires every person who leases or rents parking spaces for motor vehicles in parking lots to collect sales tax on the rental charge.

The financial report and related inventory documentation for parking decals were not presented for audit. During the review of Account 6277-8000 *Parking Fees*, it was noted that the school charged parking fees of $100.00 or $75.00 between August 2024 and January 2025. The parking fees were subsequently reduced to $50.00; however, there was no indication that the excess fees were reimbursed. During FY2025, the total revenues collected for parking fees were approximately $13,000.00, but the sales tax on the parking decal sales was not remitted to the District.

Recommendation

The OCA recommends that the school Principal review Red Book Chapter 8, Policy 5307, SPB I-313, and SPB I-402, and ensure financial reporting requirements pertaining to parking decal sales are completed as required. Additionally, the sales tax on FY2025 sales should be remitted to the District.

PURCHASING POLICY – Repeat Finding

In accordance with Florida Statutes, Section 6A1.012, F.A.C., SBBC Policy 3800 requires, for purchases of commodities and services between $5,000 and $50,000, not covered by existing School Board contracts, that written quotations must be obtained from at least three (3) suppliers. Competitive quotes allow for transparency, the reasonability of the rate against market pricing, and the ability to demonstrate that the outcomes represent the best value.

On November 18, 2024, of the prior year audit (FY2024), an exception was issued to the school for utilizing a vendor for prom décor and entertainment services which totaled $48,350.00, with no competitive quotes. A review of the FY2025 prom expenditures revealed that the vendor was contracted again for décor and entertainment services, based on invoice number 207 for $1,500.00 (paid on November 6, 2024) and invoice #247 for $44,900.00 (paid on May 7, 2025) for a total of $46,400.00. One other vendor quote, dated April 1, 2025, for $39,836.58 was provided upon request. The school did not provide any other quotes.

Recommendation

The OCA recommends the Principal review SBBC Policy 3800 and ensure compliance with competitive quotation requirements for all future purchases between $5,000 and $50,000. Procedures should be implemented to confirm sponsors obtain at least three (3) documented written quotations for each purchase, including documented outreach to certified Small Business Enterprise (SBE) vendors, when applicable, to support compliance with procurement requirements.

Recommendation for all Exceptions

The OCA recommends the Business Support Center provide the Principal with additional support in implementing formal procedures and controls for the guidance referenced in the exception report. The additional support should include comprehensive training for all Bookkeepers/Budget Support Specialists as well as school staff on their responsibilities and requirements.

NOVA HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 27,983.53	$ 71,043.76	$ 54,574.69	$ 13,377.06	$ 19,604.31	$ 38,225.35
Music	3,058.18	18,030.18	18,054.70	5,446.77	1,342.00	7,138.43
Classes	9,567.01	198,554.78	184,795.00	146,102.26	144,440.75	24,988.30
Clubs	243,765.53	488,008.85	489,167.04	296,175.50	256,897.52	281,885.32
Departments	13,845.05	4,792.78	2,293.50	1,698.83	247.57	17,795.59
Trusts	61,221.16	222,848.63	172,661.07	107,844.51	155,901.52	63,351.71
General	73,066.04	16,048.84	13,072.45	31,000.15	23,211.41	83,831.17
TOTALS	$ 432,506.50	$ 1,019,327.82	$ 934,618.45	$ 601,645.08	$ 601,645.08	$ 517,215.87

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

DATE: April 20, 2026

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

FROM: Ryan A. Smith, Director
Business Support Center

Olayemi Awofadeju, Principal
Nova High School

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

This correspondence acknowledges the receipt and review of the findings from the Internal Audit conducted for Fiscal Year (FY) 2024 at Nova High School. The audit identified multiple exceptions related to disbursements, receipting documentation, fundraising, and purchasing.

In alignment with the recommendations from the Office of the Chief Auditor (OCA), the Business Support Center (BSC), in collaboration with school leadership, has implemented, or is in the process of implementing, corrective actions as outlined below:

Disbursements:

- The BSC supports the recommendation for the District to develop a formal policy, along with a Standard Practice Bulletin to operationalize the policy, regarding the use of gift cards. A request to initiate policy development has been submitted to the Office of the CFO.

Fundraising:

- The sales tax due for the Parking Decal fees will be remitted to the district by 4/23/2026.

Purchasing Policy:

- The sponsor and the bookkeeper were both aware of the quote requirements for purchase between $5,000-$50,000 as outlined in Policy 3800.
- Documentation and follow-up actions consistent with District standards have been completed, as applicable, to reinforce compliance with internal accounts controls.

The BSC recognizes the seriousness of audit findings and remains committed to collaborating with our locations and the Office of the Chief Auditor to run fiscally sound operations. We are confident that these corrective

measures will further improve our operations by helping all locations prevent similar future audit exceptions.

If you have any questions or require additional information, please contact me directly at 754-321-0668.

cc: Dr. Ted Toomer
John W. White
Haleh Darbar
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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County Public Schools

DR. TED D. TOOMER, REGIONAL SUPERINTENDENT
CENTRAL REGIONAL OFFICE

PHONE: 754-321-3000 **FAX:** 754-321-3049 EMAIL: ted.toomer@browardschools.com

April 22, 2026

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

FROM: Ted Toomer, Ed.D.
Central Regional Superintendent

SUBJECT: RESPONSE-NOVA HIGH SCHOOL INTERNAL AUDIT– FISCAL YEAR 2024-2025

This correspondence comes to acknowledges the receipt and review of the audit findings for fiscal year 2024-2025 for Nova High School. I have read the response to the findings as well. In addition to the corrective measures the principal is instituting, the Office of the Central Regional Superintendent will provide the following support and oversight in assisting the school in this area:

- The director will review Redbook Chapter 8, Standard Practice Bulletins I-302, I-305, I-313, I-402, I-404, and I-405, Policies 3800 and 5307 with the principal to ensure proper implementation of policies, procedures and guidelines pertaining to fundraising activities.
- The director will monitor the corrective actions noted in the Business Support Center's response to ensure they are occurring in the manner described by the principal and Business Support Center.
- The director will include a review of the newly adopted school procedures in the regularly scheduled site visits with the principal and provide appropriate guidance and support for improvement.

The Office of the Central Regional Superintendent recognizes the seriousness of these audit findings. We will work with the school to develop, implement, and monitor sound business practices that should prevent further occurrences of this nature. As always, I may be reached at 754-321-3000 for additional information.

TT/HD:smr

c: Haleh Darbar, Director, Teaching & Learning
Olayemi Awofadeju, Principal, Nova High School

West Broward High School

2025

WEST BROWARD HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 500 NW 209th Avenue, Pembroke Pines, FL 33029

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Parinaz Bristol

Bookkeepers: Erica Bryant - Business Support Center (April 2025 – Current)
Crystal Cuff - Business Support Center (October 2024 - April 2025)
Sylvia Perez - Business Support Center (August 2024-October 2024)
Cornet Brown - Business Support Center (July 2024 – August 2024)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JPMorgan Chase Bank	$ 41,478.93
Investment:	
Treasurer's Pool Account	409,000.00
TOTAL	$ 450,478.93

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of West Broward High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies, and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

GENERAL FUND REIMBURSEMENTS – REPEAT FINDING

According to the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8, 2.4 Trusts, e. collections for the district school board are trust funds. Per Standard Practice Bulletin (SPB) I-204 Trusts, all funds collected for remittance to the School Board of Broward County must be submitted monthly.

Cambridge Program replacement tests are purchased using the school's allocated budget from the District General Fund. Cambridge replacement test fees are charged to students who did not show for the test or needed to re-take their Cambridge Assessment exam; these fees were collected in the school's internal funds account to be remitted to the District. During the FY2025 school audit, it was noted that the balance in Account 5155-0007 *Cambridge Program Test Fees* of $5,911.80 was transferred to Account 5155-8000 *Guidance* instead of being remitted to the District. An audit exception was issued on April 8, 2025 indicating the funds should be remitted to the District and the response's corrective action stated the funds would be remitted as of May 1, 2025. The auditor's review of these accounts indicated that the funds were not remitted as of February 2026.

During FY2025, the school collected $2,635.18 for Cambridge Program Test Fees which was also not remitted to the District as of February 2026.

In the April 2025 exception report, the OCA also recommended that the Business Support Center establish a standard trust account number for Cambridge Assessment Testing Fees to be utilized at all schools to properly monitor remittances. A review of the FY2025 and FY2026 trial balances for West Broward High School indicated that the school had not established a trust account for the Cambridge Testing Fees as recommended.

Recommendation

The Office of the Chief Auditor (OCA) recommends that the school remit the total Cambridge Program Test Fees of $10,313.38, collected to date, per the following schedule:

Cambridge Program Test Fees	
FY2024	5,911.80
FY2025	2,635.18
FY2026	1,766.40
Total	**10,313.38**

Additionally, the OCA continues to recommend that the school Principal review Redbook Chapter 8. 2.4 Trusts and SPB I-204 Trusts to implement oversight and procedures to ensure funds received into Internal Funds accounts are reviewed and properly remitted when applicable.

FUNDRAISING/EVENTS

Per Redbook Chapter 8, 2.3 Classes, Clubs, and Departments, e. a financial report shall be filed with the principal's office at the close of each fundraising activity. SPB I-402 indicates that the Sponsor of each class, club or department is responsible for providing adequate financial documentation and records which must be retained for audit. As part of the Internal Funds audit, the auditor reviews the Financial Reports and inventory documentation required in Chapter 8 and the standard practice bulletin.

During the review of a sample of the school's fundraising activities, we noted a financial statement for senior prom was not made available for audit. Analysis of the senior prom transactions indicated that the event generated approximately $8,000 in profits for the senior class. The Business Support Center informed schools they no longer needed to complete financial reports for proms as they are not considered fundraisers.

Recommendation

The OCA recommends that the school Principal review Redbook Chapter 8, and Standard Practice Bulletin I-402 to implement controls related to fundraising activities to ensure sponsors file financial statements with the Principal's office. Additionally, the OCA continues to recommend that sponsors prepare financial reports for class events such as Prom, Homecoming and Grad Bash, which generate large sums of money, for proper oversight of funds and transparency of usage.

Recommendation for All Exceptions

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for relevant staff and Bookkeepers/Budget Support Specialists on their responsibilities and requirements.

WEST BROWARD HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 32,101.77	$ 85,489.06	$ 89,778.53	$ 351.17	$ 26,446.87	$ 1,716.60
Music	14,593.48	45,517.88	52,536.15	11,452.08	8,690.00	10,337.29
Classes	26,331.20	330,749.38	300,632.50	196,630.58	222,161.68	-30,916.98
Clubs	261,071.83	457,744.45	533,402.86	127,173.43	90,324.17	-222,262.68
Departments	23,621.14	26,792.75	26,958.21	15,818.56	14,913.55	-24,360.69
Trusts	53,067.90	255,756.55	226,049.02	43,533.07	58,141.08	-68,167.42
General	55,865.76	29,042.02	17,908.97	34,087.83	8,369.37	-92,717.27
TOTALS	$ 466,653.08	$ 1,231,092.09	$ 1,247,266.24	$ 429,046.72	$ 429,046.72	450,478.93

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BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

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

March 12, 2026

TO: Mark Magli, Executive Director, Audits
Office of the Chief Auditor (OCA)

FROM: Ryan A. Smith, Director
Business Support Center (BSC)

Parinaz M. Bristol, Principal
West Broward High School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for West Broward High School for Fiscal Year 2024–2025. The audit identified two exceptions related to General Fund Reimbursements and Fundraising/Events. Additional information on each exception is provided below.

General Fund Reimbursements

All funds owed to the District related to Cambridge were remitted on December 15, 2025, in the amount of $8,149.58, with an additional remittance of $2,163.50 processed on February 26, 2026. Additionally, the various Cambridge-related accounts previously maintained at West Broward were consolidated. Funds held in account 5155-0007 were transferred to the Cambridge Trust Account (6874-0000) in accordance with established standards.

The BSC also reviewed the monthly remittance expectations with the bookkeeper to ensure clear expectations as outlined in SPB I-204.

Fundraising/Events

After careful review, the BSC rejects the conditions presented related to Fundraising/Events. This matter was discussed extensively during the audit exit meeting. During that discussion, the BSC reaffirmed to the OCA that Prom is not a fundraising event; therefore, a financial report is not required under current statute, policy, or standard practice.

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

PAGE: 2

The OCA indicated that, in their view, a financial report would be beneficial; however, they were unable to cite a specific statute, policy, standard practice, or failure of internal controls to support the matter as an exception. The BSC requested that the issue be documented as a discussion item rather than a condition, noting that the bookkeeper acted in accordance with existing requirements; this request was denied.

While the BSC maintains that no violation of statute, policy, or practice occurred, the BSC remains committed to continuous improvement. Accordingly, the BSC will evaluate the OCA's recommendation regarding expanded use of financial reports when the Standard Practices governing financial reporting are next reviewed or revised.

The Business Support Center and West Broward High School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me on 754-321-0668 if additional information is needed.

cc: Alan Strauss
John W. White
Teresa Hall
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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County Public Schools

ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING
OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT

PHONE: 754-321-3200 **FAX:** 754-321-3216 **EMAIL:** alan.strauss@browardschools.com

March 12, 2026

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

FROM: Alan Strauss, South Regional Superintendent
Office of the South Regional Superintendent

SUBJECT: AUDIT REPORT ON INTERNAL ACCOUNTS
FISCAL YEAR 2024-2025 - WEST BROWARD HIGH SCHOOL

This correspondence acknowledges receipt and review of the findings from the Internal Audit performed for fiscal year 2024-25 for West Broward High School.

The South Regional Superintendent's office acknowledges the gravity of these findings and is committed to ensuring that the Principal implements the recommendations provided by the Office of the Chief Auditor, as well as the corrective actions established by the Business Support Center. Additionally, the South Regional Director will incorporate an evaluation of the newly adopted procedures during regularly scheduled site visits with the Principal and offer guidance and support to foster ongoing improvement.

AS:mg

c: Teresa Hall, Director, South Region Superintendent's Office
Ryan Smith, Director, Business Support Center
John White, Executive Director, Procurement & Logistics Operations
Dr. Kathleen Watson-Wilkin, Auditor III, Office of the Chief Auditor
Nakia Gouldbourne, Director, Internal Audits, Office of the Chief Auditor

Section II:

Audit Reports with No Exceptions

ATLANTIC TECHNICAL COLLEGE
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	4700 Coconut Creek Parkway, Coconut Creek Parkway, Florida 33063
Region:	Central
Regional Supt.:	Dr. Ted Toomer
Director:	Dr. Leo Nesmith
Principal:	Neeta Rancourt
Bookkeepers:	Liliana Sin (January 2026 – Current) Marie Adams (July 2024 – December 2025)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase	$ 45,857.24
Investment:	
Treasurer's Pool Account	650,000.00
TOTAL	$ 695,857.24

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Atlantic Technical College for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS
None

ATLANTIC TECHNICAL COLLEGE

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 15,785.32	$ 66,573.54	$ 62,895.25	$ 6,419.91	$ 6,384.68	$ 19,498.84
Clubs	65,403.36	145,325.79	211,925.13	40,582.81	6,465.25	32,921.58
Departments	3,152.69	1,547.61	1,695.82			3,004.48
Trusts	745,938.19	5,716,481.39	6,011,856.40	912,205.77	934,035.48	428,733.47
General	266,375.89	640,526.89	682,880.83	554,182.20	566,505.28	211,698.87
Book Store	-	1,067,199.94	1,067,199.94	5,322.11	5,322.11	-
TOTALS	$ 1,096,655.45	$ 7,637,655.16	$ 8,038,453.37	$ 1,518,712.80	$ 1,518,712.80	$ 695,857.24

ATTUCKS MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3500 North 22nd Avenue, Hollywood, Florida 33020
Region:	South
Regional Supt.:	Alan Strauss
Director:	Teresa Hall
Principal:	Cassandra Adderley
Bookkeepers:	Adrian Jackson -Business Support Center (Jan 2026 - Current) Alkia Shipman -Business Support Center (July 2024 – Nov 2025)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 44,536.60
TOTAL	$ 44,536.60

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Attucks Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

ATTUCKS MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Athletics	$ 6,649.35	$ 8,063.24	$ 5,043.00	$ 185.63	$ -	$ 3,443.48
Music	1,419.13	362.45	180.00	176.80	176.80	1,236.68
Classes	2,679.28	36,330.65	39,083.40	23,536.93	19,197.45	1,092.55
Clubs	21,470.76	21,111.21	19,858.68	4,570.30	4,698.64	20,346.57
Departments	3,387.94	1,431.36	1,860.99	374.40	421.82	3,864.99
Trusts	4,546.79	38,401.96	40,911.11	7,340.02	11,967.46	12,136.50
General	3,454.29	2,710.64	1,950.27	1,702.27	1,424.18	2,415.83
TOTALS	$ 43,607.54	$ 108,411.51	$ 108,887.45	$ 37,886.35	$ 37,886.35	$ 44,536.60

BEACHSIDE MONTESSORI VILLAGE PK-8 SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 2230 Lincon Street, Hollywood, Florida 33020

Region: South

Regional Supt: Alan Straus

Director: Dr. Katherine Policastro

Principal: Nancy Long

Bookkeepers: Alisa N. Walker -Business Support Center (November 2025-Current)
Colby J. Essue-Business Support Center (November 2025)
Lisana I. Seudath -Business Support Center (July 2025-October 2025)
Chequita Buttler C. -Business Support Center (July 2024 - July 2025)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 96,507.13
TOTAL	$ 96,507.13

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Beachside Montessori Village PK-8 School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

BEACHSIDE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 148.68	$ -	$ -	$ -	$ -	$ 148.68
Music	5,269.07	720.00	28.80	691.20	1,625.74	5,025.73
Classes	4,898.94	152,532.80	150,964.68	4,435.76	5,854.44	5,048.38
Clubs	7,315.09	4,705.00	3,793.71	2,394.39	1,823.57	8,797.20
Departments	4,365.49	46.77	406.73	14.40	919.54	3,100.39
Trusts	31,199.46	710,406.32	704,105.09	177,008.92	179,406.18	35,103.43
General	28,945.87	5,269.54	16.89	9,734.80	4,650.00	39,283.32
TOTALS	$ 82,142.60	$ 873,680.43	$ 859,315.90	$ 194,279.47	$ 194,279.47	$ 96,507.13

BLANCHE ELY HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1201 NW Sixth Avenue, Pompano Beach, Florida 33060
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Tavures Williams
Bookkeeper:	Anitra Roland – Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase	$ 140,023.65
Investment:	
Treasurer's Pool Account	120,000.00
TOTAL	$ 260,023.65

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Blanche Ely High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

BLANCHE ELY HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 60,969.23	$ 108,933.96	$ 108,286.02	$ 8,117.19	$ 29,478.28	$ 40,256.08
Music	50,828.67	30,344.84	74,258.19	5,575.40	7,347.40	5,143.32
Classes	4,353.02	133,509.45	125,706.58	100,695.66	110,781.97	2,069.58
Clubs	105,223.99	108,133.51	115,206.59	38,819.82	17,901.78	119,068.95
Departments	15,216.96	5,872.18	6,461.55	1,145.20	1,987.95	13,784.84
Trusts	80,550.01	119,613.16	141,827.89	51,396.06	58,940.05	50,791.29
General	36,530.00	9,644.66	37,953.17	38,402.85	17,714.75	28,909.59
TOTALS	$ 353,671.88	$ 516,051.76	$ 609,699.99	$ 244,152.18	$ 244,152.18	$ 260,023.65

CHALLENGER ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5703 NW 94th Avenue Tamarac, FL 33321
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Merideth Weiss-Schnur
Principal:	Tara Zdanowicz
Bookkeeper:	Jennifer Fowler

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 34,116.99
TOTAL	$ 34,116.99

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Challenger Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

CHALLENGER ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	88.77	1,930.00	1,739.80	820.34	946.61	152.70
Classes	490.42	41,929.52	40,035.71	1,828.41	2,239.41	1,973.23
Clubs	928.06	6,926.19	5,146.66	3,795.44	3,795.44	2,707.59
Departments	14,947.80	23,303.70	26,993.66	-	380.00	10,877.84
Trusts	10,380.02	352,506.99	359,932.31	9,436.43	2,455.22	9,935.91
General	11,645.61	3,515.18	627.13	51.10	6,115.04	8,469.72
TOTALS	$ 38,480.68	$ 430,111.58	$ 434,475.27	$ 15,931.72	$ 15,931.72	$ 34,116.99

COCONUT CREEK K-8 ACADEMY OF EXCELLENCE
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	500 NW 45th Avenue, Coconut Creek, Florida 33066
Region:	North
Regional Supt:	Dr. Jermaine Fleming
Director:	Ricardo J. Santana-Reyes
Principal:	Jocelyn Reid
Bookkeeper:	Cheryl Davis – Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – Chase Bank	$ 19,017.88
Investment:	
Treasury Pool	$ 15,000.00
TOTAL	$ 34,017.88

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coconut Creek K-8 Academy of Excellence for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS
None

COCONUT CREEK K-8 ACADEMY OF EXCELLENCE

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,783.99	$ 7,417.00	$ 4,743.77	$ 1,464.05	$ 5,190.21	$ 731.06
Clubs	3,373.26	-	101.97	411.10	-	3,682.39
Departments	2,944.94	90.70	3.63	401.61	265.01	3,168.61
Trusts	67,135.17	270,647.06	324,677.41	169,952.26	164,653.88	18,403.20
General	9,409.44	4,476.80	3,733.70	941.50	3,061.42	8,032.62
TOTALS	$ 84,646.80	$ 282,631.56	$ 333,260.48	$ 173,170.52	$ 173,170.52	$ 34,017.88

COLLINS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025 FISCAL YEARS
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1050 Northwest Second Street, Dania Beach, Florida, 33004
Region:	South
Regional Supt.:	Alan Strauss
Director:	Katherine Policastro
Principal:	Theon Eames
Bookkeeper:	Geneva Randall

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase	$9,709.53
TOTAL	$9,709.53

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statements of Collins Elementary School for the 2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statements of the school present fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

COLLINS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 168.20	$ 9,849.50	$ 7,664.38	$ -	$ 2,201.57	$ 151.75
Clubs	2,020.43	200.00	1,988.67	-	-	231.76
Departments	2,631.24	2,702.61	2,702.61	-	343.06	2,288.18
Trusts	4,114.34	14,487.00	17,321.23	4,597.62	1,731.24	4,146.49
General	2,113.01	2,515.18	1,415.09	366.85	688.60	2,891.35
TOTALS	$ 11,047.22	$ 29,754.29	$ 31,091.98	$ 4,964.47	$ 4,964.47	$ 9,709.53

COMMUNITY SCHOOL NORTH
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1619 NE 4th Avenue, Fort Lauderdale, FL 33304
Region:	Central
Regional Supt:	Ted Toomer
Director:	Leo Nesmith
Principal:	Jonathan Williams
Bookkeeper:	Sharon Lee

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	13,553.85
Investment		
Treasurer's Pool Account		70,000.00
TOTAL	$	83,553.85

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Community School North for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

COMMUNITY SCHOOL NORTH

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Clubs	$ 5,674.97	$ -	$ 2,219.62	$ 792.64	$ -	$ 4,247.99
Trusts	61,829.75	563,447.45	561,259.98	643,033.22	648,789.71	58,260.73
General	16,183.47	3,189.92	3,292.11	41,487.85	36,524.00	21,045.13
TOTALS	$ 83,688.19	$ 566,637.37	$ 566,771.71	$ 685,313.71	$ 685,313.71	$ 83,553.85

COMMUNITY SCHOOLS SOUTH
AUDIT REPORT
FOR THE 2024-2025 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	4747 NW 14th Street, Lauderhill, FL 33313.
Region:	Central
Regional Supt.:	Dr. Ted Toomer
Director:	Leo Nesmith
Principal:	Brian Faso
Bookkeeper:	Betsy Clinger

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 55,371.30
Investment:	
Treasury Pool Account	150,000.00
TOTAL	$ 205,371.30

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Community School South for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

COMMUNITY SCHOOL SOUTH

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

FISCAL YEAR 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Clubs	$ 1,756.60	$ -	$ 3,651.38	$ 2,336.29	$ -	$ 441.51
Trusts	187,980.00	522,629.38	521,772.69	487,006.98	518,893.89	156,949.78
General	24,827.47	7,914.65	14,312.73	34,567.72	5,017.10	47,980.01
TOTALS	$ 214,564.07	$ 530,544.03	$ 539,736.80	$ 523,910.99	$ 523,910.99	$ 205,371.30

COOPER CITY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5080 SW 92nd Avenue, Cooper City, FL 33328
Region:	South
Regional Supt:	Alan Strauss
Director:	Thomas Correll
Principal:	Terie Miranda
Bookkeeper:	Janette Martinez

CASH AND INVESTEMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	50,950.07
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	60,950.07

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Cooper City Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

COOPER CITY ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	2,138.73	2,516.44	174.39		-	4,480.78
Classes	6,199.28	98,249.44	94,666.38	4,431.98	5,092.44	9,121.88
Clubs	12,185.78	7,670.50	6,769.24	350.52	2,682.65	10,754.91
Departments	3,577.67	329.92	13.19	60.26	2,011.37	1,943.29
Trusts	31,138.81	510,035.22	513,852.44	299,722.25	301,214.00	25,829.84
General	2,043.86	524.29	184.23	7,034.48	599.03	8,819.37
TOTALS	$ 57,284.13	$ 619,325.81	$ 615,659.87	$ 311,599.49	$ 311,599.49	$ 60,950.07

CORAL PARK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 8401 Westview Drive, Coral Springs, Florida 33067

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Melissa Gurreonero

Principal: Camille Pontillo

Bookkeeper: Christine Sacks

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – J.P. Morgan Chase Bank	$	50,217.74
Investment:		
Treasurer's Pool Account		20,000.00
TOTAL	$	70,217.74

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coral Park Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

CORAL PARK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 262.50	$ 820.00	$ 532.80	$ 200.00	$ 711.89	$ 37.81
Classes	2,191.93	28,810.00	23,083.58	4,655.04	9,846.82	2,726.57
Clubs	2,720.17	190.00	593.33	52.00	-	2,368.84
Departments	6,907.70	134.24	1,403.18	8.63	-	5,647.39
Trusts	40,581.05	163,902.35	179,478.39	12,183.94	1,847.80	35,341.15
General	29,062.37	6,656.91	6,930.20	4,567.02	9,260.12	24,095.98
TOTALS	$ 81,725.72	$ 200,513.50	$ 212,021.48	$ 21,666.63	$ 21,666.63	$ 70,217.74

DANIA ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	300 SE Second Avenue Dania Beach, FL 33004
Region:	South
Regional Supt:	Alan Strauss
Director:	Katie Policastro
Principal:	Michael Billins
Bookkeepers:	Andrea Moreno - Business Support Center (January 2026 – Current) Alkia Shipman Business Support Center (July 2024- November 2025)

CASH AND INVESTEMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	18,925.68
TOTAL	$	18,925.68

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Dania Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

DANIA ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024- 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Classes	$ 482.03	$ 695.28	$ 4,376.05	$ 5,813.33	$ 2,140.64	$ 490.11
Clubs	488.90	-	-	-	250.00	738.90
Departments	3,035.20	2.25	56.31	-	-	3,089.26
Trusts	4,945.64	22,279.77	24,800.12	1,216.91	5,812.40	12,061.48
General	2,510.14	147.90	1,356.49	1,400.00	227.20	2,545.93
TOTALS	$ 11,461.91	$ 23,125.20	$ 30,588.97	$ 8,430.24	$ 8,430.24	$ 18,925.68

DEERFIELD BEACH HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	910 SW 15th Street, Deerfield Beach, FL 33441
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Todd LaPace
Principal:	Jon Marlow
Bookkeeper:	Muhammad Uppal - Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	61,231.92
Investment		
Treasurer's Pool Account		150,000.00
TOTAL	$	211,231.92

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Deerfield Beach High School for the fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies, and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

DEERFIELD BEACH HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 11,854.20	$ 73,912.53	$ 52,375.47	$ 27,320.00	$ 49,164.66	$ 11,546.60
Music	4,908.28	6,450.50	9,947.03	8,578.88	9,929.60	61.03
Classes	3,804.40	74,020.00	70,197.43	10,861.18	14,604.36	3,883.79
Clubs	82,776.25	83,563.02	108,707.57	47,909.21	32,824.57	72,716.34
Departments	34,605.99	9,736.50	16,334.88	9,452.73	13,279.47	24,180.87
Trusts	34,907.41	91,265.83	99,922.80	61,260.24	37,251.78	50,258.90
General	54,400.37	8,074.72	5,562.90	1,655.00	9,982.80	48,584.39
TOTALS	$ 227,256.90	$ 347,023.10	$ 363,048.08	$ 167,037.24	$ 167,037.24	$ 211,231.92

DRIFTWOOD MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 2751 North 70th Terrace, Hollywood, Florida 33024

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Felice Winston-Davis

Bookkeeper: Colby Essue – Business Support Center

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – J.P. Morgan Chase Bank	$	10,037.12
Investment:		
Treasurer's Pool Account		32,000.00
TOTAL	$	42,037.12

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Driftwood Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

DRIFTWOOD MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 5,470.27	$ 7,231.00	$ 8,777.75	$ 2,275.00	$ 5,057.40	$ 1,141.12
Music	772.58	3,300.00	3,691.47	1,167.16	968.16	580.11
Classes	806.50	62,360.04	60,699.40	4,507.54	6,168.18	806.50
Clubs	14,959.45	16,384.00	15,535.59	10,478.48	10,630.52	15,655.82
Departments	5,901.13	183.03	7.32	4,200.51	5,978.03	4,299.32
Trusts	11,975.29	50,770.32	60,135.46	29,701.08	21,890.22	10,421.01
General	8,866.77	2,436.73	533.00	1,428.05	3,065.31	9,133.24
TOTALS	$ 48,751.99	$ 142,665.12	$ 149,379.99	$ 53,757.82	$ 53,757.82	$ 42,037.12

EVERGLADES HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	17100 SW 48th Court, Miramar, FL 33027
Region:	South
Regional Supt:	Alan Strauss
Director:	Teresa Hall
Principal:	Marie Duperval
Bookkeepers:	Judi Teresa Samuel (September 2024-Current) Victoria Kozakoff (July 2024-October 2024)

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – JP Morgan Chase Bank	$	42,539.44
Investment		
Treasurer's Pool Account		250,000.00
TOTAL	$	292,539.44

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Everglades High for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

EVERGLADES HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 13,019.81	$ 31,357.78	$ 36,080.44	$ 3,458.75	$ 8,136.47	$ 3,619.43
Music	4,026.75	33,223.51	27,988.27	1,412.16	3,132.00	7,542.15
Classes	21,306.31	152,992.74	162,711.03	4,229.34	3,844.95	11,972.41
Clubs	139,912.70	180,729.29	181,701.08	5,746.92	5,080.48	139,607.35
Departments	4,456.84	35,628.47	26,884.05	14,365.35	24,591.59	2,975.02
Trusts	122,848.03	65,152.48	122,351.53	106,423.83	110,271.34	61,801.47
General	70,718.30	15,982.83	41,100.00	50,240.87	30,820.39	65,021.61
TOTALS	$ 376,288.74	$ 515,067.10	$ 598,816.40	$ 185,877.22	$ 185,877.22	$ 292,539.44

FOREST HILLS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3100 NW 85th Avenue Coral Springs, FL 33065
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Melissa Gurreonero
Principal:	Barbara Rothman
Bookkeepers:	Jennifer Cassara

CASH AND INVESTMENT SUMMARY

Cash Account:
Checking Account – JP Morgan Chase Bank

TOTAL	$63,852.47

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Forest Hills Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

FOREST HILLS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 130.44	$ -	$ 26.97	$ -	$ -	$ 103.47
Classes	310.43	25,257.32	25,557.48	474.52	129.31	355.48
Clubs	4,140.56	2,416.06	2,003.62	7,048.57	46.68	11,554.89
Departments	9,129.72	6,905.67	3,465.83	130.04	397.92	12,301.68
Trusts	19,730.16	329,009.68	338,531.25	44,434.85	48,268.86	6,374.58
General	23,668.48	28,417.14	15,678.04	11,167.96	14,413.17	33,162.37
TOTALS	$ 57,109.79	$ 392,005.87	$ 385,263.19	$ 63,255.94	$ 63,255.94	$ 63,852.47

GRIFFIN ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5050 SW 116th Avenue, Cooper City, FL 33330
Region:	South
Regional Supt:	Alan Strauss
Director:	Thomas Correll
Principal:	Mari Menendez (July 2025 - Current) Angie Moodliyar-Jones (July 2024 - July 2025)
Bookkeepers:	Tina A. Bryson (July 2024-Current)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	48,235.96
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	58,235.96

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Griffin Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

GRIFFIN ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 5,799.34	$ 39,926.45	$ 40,177.58	$ -	$ 584.39	$ 4,963.82
Clubs	4,814.81	11,175.00	9,995.59	242.40	-	6,236.62
Departments	4,056.75	45.67	830.98	-	-	3,271.44
Trusts	34,074.05	371,995.27	378,065.96	5,934.05	8,500.58	25,436.83
General	12,478.49	4,944.41	2,004.17	4,601.72	1,693.20	18,327.25
TOTALS	$ 61,223.44	$ 428,086.80	$ 431,074.28	$ 10,778.17	$ 10,778.17	$ 58,235.96

HALLANDALE HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	720 NW 9th Avenue, Hallandale, FL 33009
Region:	South
Regional Supt:	Alan Strauss
Director:	Teresa Hall
Principal:	Paula Peters
Bookkeepers:	Tonia Jackson – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	112,645.37
Investment		
Treasurer's Pool Account		43,000.00
TOTAL	$	155,645.37

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Hallandale High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

HALLANDALE HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 9,875.23	$ 17,087.15	$ 15,822.21	$ -	$ 2,074.21	$ 9,065.96
Music	2,881.86	360.80	2,006.27	558.40	558.40	1,236.39
Classes	13,176.53	34,560.70	41,689.33	7,998.42	6,521.88	7,524.44
Clubs	55,615.56	37,074.43	49,974.41	17,768.16	19,970.59	40,513.15
Departments	16,019.77	4,906.96	5,474.84	4,000.00	5,335.57	14,116.32
Trusts	35,771.40	62,455.01	53,928.64	21,901.91	40,427.08	25,772.60
General	41,366.53	2,329.71	8,940.57	30,515.82	7,854.98	57,416.51
TOTALS	$ 174,706.88	$ 158,774.76	$ 177,836.27	$ 82,742.71	$ 82,742.71	$ 155,645.37

HARBORDALE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	900 SE 15th Street, Fort Lauderdale, FL 33316
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Joseph Balchunas
Principal:	Jennifer Woertz-Kashdin
Bookkeepers:	Lisa Smith – Business Support Center (August 2025-Current) Alkia Shipman – Business Support Center (July 2024-June 2025)

CASH AND INVESTEMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 45,034.10
TOTAL	$ 45,034.10

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Harbordale Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

HARBORDALE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music						$ -
Classes	$ 476.23	$ 11,880.52	$ 10,520.48	$ 821.48	$ 1,755.00	$ 902.75
Clubs	$ 459.08	$ -		$ 289.02		$ 748.10
Departments	$ 4,117.32	$ -		$ 64.18		$ 4,181.50
Trusts	$ 74,043.17	$ 40,747.63	$ 82,384.14	$ 48,414.59	$ 46,979.09	$ 33,842.16
General	$ 6,677.67	$ 2,484.30	$ 2,947.20	$ 2,526.30	$ 3,381.48	$ 5,359.59
TOTALS	$ 85,773.47	$ 55,112.45	$ 95,851.82	$ 52,115.57	$ 52,115.57	$ 45,034.10

HAWKES BLUFF ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5900 SW 160th Avenue, Davie, Florida 33331
Region:	South
Regional Supt.:	Alan Strauss
Director:	Thomas Correll
Principal:	Melinda Cunningham
Bookkeepers:	Cornet Brown – Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 57,766.43
Investment:	
Treasurer's Pool Account	10,000.00
TOTAL	$ 67,766.43

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Hawkes Bluff Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

HAWKS BLUFF ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00
Classes	4,331.38	70,342.84	63,530.93	5,323.63	9,193.10	7,273.82
Clubs	7,757.16	16,905.00	15,093.10	12,838.13	13,374.15	9,033.04
Departments	9,040.61	262.99	10.51	225.73	488.72	9,030.10
Trusts	24,375.41	675,514.74	684,439.66	13,843.55	9,856.09	19,437.95
General	20,502.84	6,857.95	5,550.29	6,862.75	6,181.73	22,491.52
TOTALS	$ 66,007.40	$ 770,383.52	$ 768,624.49	$ 39,093.79	$ 39,093.79	$ 67,766.43

HENRY D. PERRY EDUCATION CENTER
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3400 SW 69th Ave, Miramar, FL 33023
Region:	South
Regional Supt:	Alan Strauss
Director:	Dr. Leo Nesmith
Principal:	Kristin Baltazar
Bookkeepers:	Nishat S. Malik

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	40,351.19
Investment		
Treasurer's Pool Account		15,000.00
TOTAL	$	55,351.19

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Henry D. Perry Education Center for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

HENRY D. PERRY EDUCATION CENTER

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Clubs	$ 5,796.60	$ 2,275.00	$ 2,183.55	$ 746.08	$ 877.98	$ 5,756.15
Departments	-	64.25	2.57	-	61.68	-
Trusts	15,423.51	259,539.18	259,948.34	2,999.13	11,694.25	6,319.23
General	25,437.73	20,939.91	11,990.53	10,538.70	1,650.00	43,275.81
TOTALS	$ 46,657.84	$ 282,818.34	$ 274,124.99	$ 14,283.91	$ 14,283.91	$ 55,351.19

HOLLYWOOD HILLS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 3501 Taft Street, Hollywood, Florida 33021

Region: South

Regional Supt: Alan Strauss

Director: Dr. Katherine Policastro

Principal: Christine Ringler

Bookkeeper: Paula Alexander-Harris-Business Support Center (Sept 2024 – Current)
Carol Howe – Business Support Center (July 2024 – September 2024)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase Bank	$ 62,352.21
TOTAL	$ 62,352.21

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Hollywood Hills Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

HOLLYWOOD HILLS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	$ -					$ -
Classes	$ 4,234.75	$ 52,697.36	$ 43,976.87	$ 5,863.38	$ 11,545.34	$ 7,273.28
Clubs	$ 8,951.69	$ 10,840.00	$ 7,218.12	$ 2,414.27	$ 1,944.20	$ 13,043.64
Departments	$ 2,014.39	$ 80.00	$ 278.20	$ 28.80	$ 108.80	$ 1,736.19
Trusts	$ 17,092.97	$ 351,645.14	$ 359,706.60	$ 108,763.32	$ 100,927.84	$ 16,866.99
General	$ 23,810.85	$ 5,482.47	$ 3,317.62	$ 106.41	$ 2,650.00	$ 23,432.11
TOTALS	$ 56,104.65	$ 420,744.97	$ 414,497.41	$ 117,176.18	$ 117,176.18	$ 62,352.21

J. P. TARAVELLA HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	10600 Riverside Drive Coral Springs, FL 33071
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Todd LaPace
Principal:	Marietta De Armas
Bookkeepers:	Kara Rodman (January 2025-Current) Shelly Daley (July 2024-December 2024)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	140,263.95
Investment		
Treasurer's Pool Account		100,000.00
TOTAL	$	240,263.95

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of J. P. Taravella High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

J.P. TARAVELLA HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 4,940.01	$ 47,333.83	$ 36,045.98	$ 8,466.60	$ 21,254.48	$ 3,439.98
Music	2,582.43	13,775.50	3,394.54	2,349.00	8,497.74	6,814.65
Classes	27,546.18	126,247.34	115,813.44	10,230.59	19,068.36	29,142.31
Clubs	107,760.56	315,664.70	289,639.50	30,924.34	31,216.83	133,493.27
Departments	24,726.98	93,363.48	101,509.89	956.94	8,933.63	8,603.88
Trusts	36,717.13	92,574.42	129,647.61	83,841.79	47,535.27	35,950.46
General	17,235.70	14,885.57	9,038.92	18,017.92	18,280.87	22,819.40
TOTALS	$ 221,508.99	$ 703,844.84	$ 685,089.88	$ 154,787.18	$ 154,787.18	$ 240,263.95

JAMES S. RICKARDS MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEARS
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	6000 NE 9th Avenue, Oakland Park, Florida 33334
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Jorge Erick Gurreonero
Bookkeeper:	Paula Alexander-Harris - Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 21,921.75
Investment:	
Treasury Pool	$10,000.00
TOTAL	$31,921.75

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Hollywood Central Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

JAMES S. RICKARDS MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 1,269.66	$ 2,807.00	$ 3,083.48	$ 150.00	$ 423.00	$ 720.18
Music	3,911.34	5,239.00	2,690.82	579.13	579.13	6,459.52
Classes	1,950.87	19,734.00	26,989.49	13,921.40	5,001.42	3,615.36
Clubs	8,619.63	12,546.26	9,903.95	4,029.12	5,643.95	9,647.11
Departments	3,802.25	38.50	1.54	-	1,398.96	2,440.25
Trusts	3,600.80	26,538.17	18,122.71	6,712.54	13,325.05	5,403.75
General	2,697.37	3,085.65	3,126.76	3,715.72	2,736.40	3,635.58
TOTALS	$ 25,851.92	$ 69,988.58	$ 63,918.75	$ 29,107.91	$ 29,107.91	$ 31,921.75

LAUDERDALE LAKES MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 3911 NW 30th Ave, Lauderdale Lakes, Florida 33309

Region: Central

Regional Supt: Dr. Ted Toomer

Director: Dr. Leo Nesmith

Principal: Linda Lopez

Bookkeeper: Brandic L. Greene -Business Support Center –(March 2025 - Current)
Erica Bryant -Business Support Center – (July 2024- - March 2025)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 56,003.98
TOTAL	$ 56,003.98

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Lauderdale Lakes Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

LAUDERDALE LAKES MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ 2,095.00	$ 986.60	$ 0.95	$ -	$ 1,109.35
Music	2,047.16	1,407.00	1,861.56	-	1,100.00	492.60
Classes	194.39	7,599.00	6,505.32	1,188.84	1,887.52	589.39
Clubs	22,838.06	3,840.25	3,060.48	2,301.94	7,128.93	18,790.84
Departments	1,525.93	22.95	0.92	83.76	-	1,631.72
Trusts	29,166.65	21,916.02	26,027.26	9,214.96	6,455.63	27,814.74
General	656.54	4,101.24	2,964.07	4,183.70	402.07	5,575.34
TOTALS	$ 56,428.73	$ 40,981.46	$ 41,406.21	$ 16,974.15	$ 16,974.15	$ 56,003.98

LIBERTY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 2450 Banks Road, Margate, Florida, 33063

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Ricardo Santana Reyes

Principal: Vicki Flournoy

Bookkeeper: Cheryl Davis – Business Support Center

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – J.P. Morgan Chase Bank	$	77,903.30
TOTAL	$	77,903.30

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Liberty Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

LIBERTY ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 1,285.94	$ 2,250.00	$ 2,488.97	$ 1,102.00	$ 1,102.00	$ 1,046.97
Classes	1,687.75	14,397.00	9,445.09	1,778.55	6,560.07	1,858.14
Clubs	3,905.71	7,119.00	7,834.66	707.30	142.15	3,755.20
Departments	6,934.10	346.07	1,011.97			6,268.20
Trusts	18,419.96	27,619.92	33,965.15	18,885.39	4,894.33	26,065.79
General	45,794.62	1,552.21	101.00	182.36	8,519.19	38,909.00
TOTALS	$ 78,028.08	$ 53,284.20	$ 54,846.84	$ 22,655.60	$ 21,217.74	$ 77,903.30

LYONS CREEK MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	4333 Sol Press Blvd. Coconut Creek, FL 33073
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Todd LaPace
Principal:	Leena Itty
Bookkeepers:	Lysa Robb – Business Support Center

CASH AND INVESTEMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	50,853.63
Investment		
Treasurer's Pool Account		20,000.00
TOTAL	$	70,853.63

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Lyons Creek Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

LYONS CREEK MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 6,882.18	$ 6,275.00	$ 3,800.10	$ 784.18	$ 3,070.50	$ 7,070.76
Music	171.76	7,705.80	2,939.82	359.25	359.25	4,937.74
Classes	5,105.18	95,539.00	97,400.31	1,843.81	4,594.18	493.50
Clubs	12,912.60	14,911.05	14,897.08	1,643.12	6,740.11	7,829.58
Departments	10,088.14	5,935.79	5,601.03	193.60	0.64	10,615.86
Trusts	14,248.57	255,529.77	250,322.59	23,185.60	18,311.72	24,329.63
General	8,786.68	6,286.72	4,563.68	6,877.84	1,811.00	15,576.56
TOTALS	$ 58,195.11	$ 392,183.13	$ 379,524.61	$ 34,887.40	$ 34,887.40	$ 70,853.63

MAPLEWOOD ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 9850 Ramblewood Drive, Coral Springs, Florida 33071

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Merideth Weiss Schnur

Principal: Camille Orr

Bookkeeper: Maneshia L. Mack – Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 109,349.13
TOTAL	$ 109,349.13

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Maplewood Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

MAPLEWOOD ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	20.16	89.88	273.00	-	-	203.28
Classes	12,824.78	40,358.80	47,781.00	14,131.03	7,747.77	14,802.60
Clubs	398.69	322.59	-	-	91.37	167.47
Departments	31,806.67	4,080.61	7,873.05	5,456.20	54.95	30,197.86
Trusts	9,360.24	232,704.89	207,463.80	3,909.56	31,490.23	13,693.74
General	57,195.52	216.27	9,192.46	44,795.44	28,907.91	50,284.18
TOTALS	$ 111,606.06	$ 277,773.04	$ 272,583.31	$ 68,292.23	$ 68,292.23	$ 109,349.13

MEADOWBROOK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2300 SW 46th Avenue, Fort Lauderdale, FL 33317
Region:	Central
Regional Supt:	Ted Toomer
Director:	Ducarmel Augustin
Principal:	David Levine
Bookkeepers:	Krystal Bryant - Business Support Center (October 2025-Current) Donna Howard - Business Support Center (July 2024-October 2025)

CASH AND INVESTEMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	21,209.47
TOTAL	$	21,209.47

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Meadowbrook Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

MEADOWBROOK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 4,363.32	$ 31,218.68	$ 37,959.81	$ 7,691.65	$ 1,600.00	$ 5,012.80
Clubs	1,002.67	2,156.70	2,218.00	-	-	1,063.97
Departments	6,643.51	9,286.20	4,413.70	-	35.98	1,806.99
Trusts	8,459.17	18,253.89	11,114.85	4,434.41	8,271.65	5,157.37
General	5,090.34	485.45	1,345.02	1,150.50	3,368.93	8,168.34
TOTALS	$ 25,559.01	$ 61,400.92	$ 57,051.38	$ 13,276.56	$ 13,276.56	$ 21,209.47

NOVA MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3602 College Avenue, Davie, FL 33314
Region:	Central
Regional Supt:	Ted Toomer
Director:	Haleh Darbar
Principal:	Rayner Garranchan
Bookkeepers:	Tiqula N. Daniels (July 2024-Current)

CASH AND INVESTEMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 41,804.38
TOTAL	$ 41,804.38

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Nova Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

NOVA MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 266.14	$ 4,859.00	$ 2,636.53	$ -	$ -	$ 2,488.61
Music	2,833.20	7,311.42	2,835.91	-	-	7,308.71
Classes	-	88,425.00	88,425.00	-	-	-
Clubs	5,996.95	54,067.00	41,549.87	582.34	281.67	18,814.75
Departments	838.09	16.99	0.68	-	-	854.40
Trusts	6,645.88	5,475.10	5,613.93	1,073.53	1,385.18	6,195.40
General	4,984.85	2,429.96	1,283.28	802.84	791.86	6,142.51
TOTALS	$ 21,565.11	$ 162,584.47	$ 142,345.20	$ 2,458.71	$ 2,458.71	$ 41,804.38

ORANGE BROOK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	715 S 46th Avenue, Hollywood, FL 33021
Region:	South
Regional Supt:	Alan Strauss
Director:	Thomas Correll
Principal:	Jerelle Owens
Bookkeepers:	Ashley Collins – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		
Checking Account – JP Morgan Chase Bank	$	20,689.06
Investment		
Treasurer's Pool Account		5,000.00
TOTAL	$	25,689.06

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Orange Brook Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

ORANGE BROOK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	647.20					647.20
Classes	2,409.99	20,611.00	19,196.36	445.76	2,543.72	1,726.67
Clubs	6,230.65	14,516.91	14,899.12	8,086.69	7,236.76	6,698.37
Departments	8,217.99	10,202.59	9,507.32	2,241.23	1,962.69	9,191.80
Trusts	3,335.90	148,025.29	151,783.80	4,124.67	2,683.21	1,018.85
General	4,884.64	3,149.72	1,156.22	1,266.03	1,738.00	6,406.17
TOTALS	$ 25,726.37	$ 196,505.51	$ 196,542.82	$ 16,164.38	$ 16,164.38	$ 25,689.06

PALM COVE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 11601 Washington Street, Pembroke Pines, Florida 33025

Region: South

Regional Supt: Alan Strauss

Director: Davida Johnson

Principal: Vonda Oliver

Bookkeeper: Cornet Brown – Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase Bank	$ 2,687.34
Investment:	
Treasurer's Pool Account	50,000.00
TOTAL	$ 52,687.34

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Palm Cove Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PALM COVE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ -	$ 311.00	$ 10.64	$ 115.09	$ 150.18	$ 265.27
Classes	1,252.69	21,399.00	18,145.68	2,778.73	6,264.77	1,019.97
Clubs	6,654.21	6,269.00	6,023.95	2,720.97	2,459.22	7,161.01
Departments	6,555.54	5,299.32	5,285.88	-	13.44	6,555.54
Trusts	20,349.05	21,278.02	23,912.52	10,040.75	3,494.18	24,261.12
General	20,878.84	6,905.76	11,086.42	2,213.84	5,487.59	13,424.43
TOTALS	$ 55,690.33	$ 61,462.10	$ 64,465.09	$ 17,869.38	$ 17,869.38	$ 52,687.34

PARK LAKES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3925 N State Road 7, Lauderdale Lakes, FL 33319
Region:	Central
Regional Supt:	Ted Toomer
Director:	Joseph Balchunas
Principal:	Rhonda Parris
Bookkeeper:	Cynthia L. Ruffin – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	40,630.00
TOTAL	$	40,630.00

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Park Lakes Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PARK LAKES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	-	-	-	-	-	-
Classes	9,135.19	25,905.55	24,859.34	5,406.03	6,281.36	9,306.07
Clubs	5,892.05	6,843.63	5,936.05	3,178.42	4,183.42	5,794.63
Departments	5,920.88	5,585.15	4,457.07	1,174.04	1,105.04	7,117.96
Trusts	2,496.03	8,038.77	8,142.36	5,031.12	3,284.69	4,138.87
General	13,091.18	4,719.28	3,602.89	3,484.12	3,419.22	14,272.47
TOTALS	$ 36,535.33	$ 51,092.38	$ 46,997.71	$ 18,273.73	$ 18,273.73	$ 40,630.00

PARK RIDGE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5200 NE 9th Avenue, Deerfield Beach, FL 33064
Region:	STO
Regional Supt:	Veda Hudge
Director:	Francine Baugh-Stewart
Principal:	Samantha Whitehead
Bookkeeper:	Kim Davis

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	18,917.45
TOTAL	$	18,917.45

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Park Ridge Elementary for the fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PARK RIDGE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 226.00	$ 1,551.00	$ 1,245.00	$ -	$ 493.00	$ 39.00
Clubs	799.06	-	-	454.41	525.00	728.47
Departments	2,124.14	-	-	-	-	2,124.14
Trusts	15,964.96	22,131.41	28,765.53	3,932.34	3,788.77	9,474.41
General	6,667.50	700.98	1,237.07	770.02	350.00	6,551.43
TOTALS	$ 25,781.66	$ 24,383.39	$ 31,247.60	$ 5,156.77	$ 5,156.77	$ 18,917.45

PARK SPRINGS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 5800 NW 66 Terrace, Coral Springs, Florida 33067

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Melissa Gurreonero

Principal: Denise Hanson

Bookkeeper: Chandrika Montgomery- Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase Bank	$69,435.24
Treasurers Pool	$5,000.00
TOTAL	$ 74,435.24

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Park Springs Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PARK SPRINGS ELEMEMTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 2,697.39	$ 293.00	$ -	$ -	$ -	$ 2,990.39
Classes	4,417.30	56,310.93	49,528.21	7,972.56	11,746.20	7,426.38
Clubs	4,357.36	2,476.00	4,175.78	1,808.55	1,289.52	3,176.61
Departments	5,092.23	44.00	656.76	151.68	-	4,631.15
Trusts	19,928.54	641,869.40	640,726.33	16,035.95	17,823.60	19,283.96
General	24,961.95	7,074.22	-	8,440.58	3,550.00	36,926.75
TOTALS	$ 61,454.77	$ 708,067.55	$ 695,087.08	$ 34,409.32	$ 34,409.32	$ 74,435.24

PARKSIDE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	10257 NW 29th Street, Coral Springs, FL 33065
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Merideth Weiss-Schnur
Principal:	Arlene Manville (July 2025 - Current) Laneia Hall (July 2024 - June 2025)
Bookkeepers:	Rhonda Tribbey - Business Support Center

CASH AND INVESTEMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	50,813.42
TOTAL	$	50,813.42

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Parkside Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PARKSIDE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 364.88	$ -	$ -	$ -	$ -	$ 364.88
Classes	7,674.46	59,443.75	56,168.54	6,416.67	9,972.31	7,394.03
Clubs	1,272.99	2,792.01	3,150.20	-	4.49	910.31
Departments	4,839.51	121.63	4.86	57.98	-	5,014.26
Trusts	9,429.51	335,557.88	341,913.57	6,666.43	5,263.66	4,476.59
General	33,070.71	2,242.33	4,759.07	3,249.38	1,150.00	32,653.35
TOTALS	$ 56,652.06	$ 400,157.60	$ 405,996.24	$ 16,390.46	$ 16,390.46	$ 50,813.42

PASADENA LAKES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 8801 Pasadena Boulevard, Pembroke Pines, Florida 33024

Region: South

Regional Supt: Alan Strauss

Director: Davida Johnson

Principal: Janeth Williams

Bookkeeper: Debra McLune

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 41,816.71
TOTAL	$ 41,816.71

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Pasadena Lakes Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PASADENA LAKES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	-	-	-	-	-	-
Classes	4,672.43	24,799.44	22,748.88	3,176.78	4,504.53	5,395.24
Clubs	5,427.99	12,558.06	10,939.71	4,357.22	3,899.72	7,503.84
Departments	3,837.76	1,959.12	1,833.20	-	117.50	3,846.18
Trusts	7,041.52	182,894.81	179,535.22	9,321.63	11,339.40	8,383.34
General	13,452.37	4,640.11	4,409.89	9,935.75	6,930.23	16,688.11
TOTALS	$ 34,432.07	$ 226,851.54	$ 219,466.90	$ 26,791.38	$ 26,791.38	$ 41,816.71

PEMBROKE LAKES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 11251 Taft Street, Pembroke Pines, Florida 33026

Region: South

Regional Supt: Alan Strauss

Director: Davida Johnson

Principal: Marsha Wagner

Bookkeeper: Sharon Karch

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – J.P. Morgan Chase Bank	$	15,050.01
Investment:		
Treasurer's Pool Account		10,000.00
TOTAL	$	25,050.01

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Pembroke Lakes Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PEMBROKE LAKES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	419.71	1,132.00	117.60			1,434.11
Classes	10,630.34	59,481.40	62,929.31	77.00	4,808.06	2,451.37
Clubs	4,684.06	5,820.63	4,154.78	244.79	84.91	6,509.79
Departments	3,768.28	288.98	2,323.00	101.92	-	1,836.18
Trusts	32,502.47	473,682.17	496,209.75	57,712.60	58,153.37	9,534.12
General	3,678.65	1,082.74	6,386.98	6,512.03	1,602.00	3,284.44
TOTALS	$ 55,683.51	$ 541,487.92	$ 572,121.42	$ 64,648.34	$ 64,648.34	$ 25,050.01

PETERS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1,2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	851 NW 68th Avenue, Plantation, FL 33317
Region:	Central
Regional Supt:	Ted Toomer
Director:	Joseph Balchunas
Principal:	Eric Miller
Bookkeepers:	Donna M. Petrone – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	31,306.14
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	41,306.14

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Peters Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PETERS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music						-
Classes	1,446.19	12,972.96	10,583.00	894.22	3,238.36	1,492.01
Clubs	1,526.24	3,212.00	3,516.19	1,121.39	622.08	1,721.36
Departments	3,960.41	25.49	1.02	-	54.96	3,929.92
Trusts	10,391.32	28,283.87	30,946.20	4,142.24	2,532.45	9,338.78
General	22,466.62	2,562.39	494.94	1,440.00	1,150.00	24,824.07
TOTALS	$ 39,790.78	$ 47,056.71	$ 45,541.35	$ 7,597.85	$ 7,597.85	$ 41,306.14

PIPER HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 8000 NW 44th Street, Sunrise, Florida 33351

Region: Central

Regional Supt: Dr.Ted D. Toomer

Director: Haleh Darbar

Principal: Marie Hautigan

Bookkeeper: Carol Howe - Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 43,515.85
Investment:	
Treasurer's Pool Account	80,000.00
TOTAL	$ 123,515.85

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Piper High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PIPER HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 13,149.56	$ 53,093.95	$ 58,272.07	$ 3,250.33	$ 2,804.70	$ 8,417.07
Music	2,160.03	24,705.00	19,536.99	1,247.23	8,425.67	149.60
Classes	10,054.73	121,819.64	124,357.07	45,555.91	48,962.32	4,110.89
Clubs	67,770.32	145,174.05	163,858.08	83,229.83	79,346.73	52,969.39
Departments	18,297.87	3,102.04	10,067.03	465.60	427.40	11,371.08
Trusts	29,217.62	97,503.68	103,833.78	36,994.34	49,693.32	10,188.54
General	27,070.11	4,722.96	14,400.69	25,166.55	6,249.65	36,309.28
TOTALS	$ 167,720.24	$ 450,121.32	$ 494,325.71	$ 195,909.79	$ 195,909.79	$ 123,515.85

PLANTATION ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	651 NW 42nd Avenue, Plantation, FL 33317
Region:	Central
Regional Supt:	Ted Toomer
Director:	Ducarmel Augustin
Principal:	Judith Pitter
Bookkeeper:	Ronar Defranc – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	15,689.52
TOTAL	$	15,689.52

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Plantation Elementary School for the fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PLANTATION ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 820.88	$ 16,325.44	$ 8,960.64	$ 873.06	$ 2,046.92	7,011.82
Clubs	69.93	127.00	306.92	557.11	2.43	444.69
Departments	5,156.10	4,063.82	5,377.53	1,090.85	1,168.66	3,764.58
Trusts	1,664.46	22,943.33	23,710.72	7,547.36	5,506.56	2,937.87
General	4,074.12	11,595.70	12,795.45	5,158.86	6,502.67	1,530.56
TOTALS	$ 11,785.49	$ 55,055.29	$ 51,151.26	$ 15,227.24	$ 15,227.24	$ 15,689.52

PLANTATION HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	6901 NW 16th Street, Plantation, FL 33313
Region:	Central
Regional Supt:	Ted Toomer
Director:	Haleh Darbar
Principal:	Casandra Robinson
Bookkeepers:	Anitra Roland – Business Support Center (July 2025 - Current) Robin Sabourin (July 2024 - July 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 145,155.32
Investment	
Treasurer's Pool Account	80,000.00
TOTAL	$ 225,155.32

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Plantation High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PLANTATION HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 7,444.46	$ 45,135.96	$ 42,897.84	$ 192.00	$ -	$ 9,874.58
Music	141.72	2,391.00	1,863.95	155.14		823.91
Classes	27,165.82	55,190.22	62,024.40	13,974.26	22,887.64	11,418.26
Clubs	104,188.34	152,305.60	150,694.54	47,057.63	34,171.28	118,685.75
Departments	3,985.93	5,654.69	3,242.23	244.36	1,105.86	5,536.89
Trusts	35,976.07	95,309.04	77,183.35	22,918.27	33,867.79	43,152.24
General	33,300.28	5,757.20	10,884.70	14,561.90	7,070.99	35,663.69
TOTALS	$ 212,202.62	$ 361,743.71	$ 348,791.01	$ 99,103.56	$ 99,103.56	$ 225,155.32

RAMBLEWOOD MIDDLE SCHOOL
AUDIT REPORT
FOR 2024-20254 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	8505 West Atlantic Boulevard, Coral Springs, Florida 33071
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Andrew Kirk
Bookkeeper:	Claudia Tribin

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase	$ 45,343.98
Investment:	
Treasurer's Pool Account	20,000.00
TOTAL	$ 65,343.98

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of **Ramblewood Middle School** for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the district administration.

AUDIT EXCEPTIONS

None

RAMBLEWOOD MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Athletics	$ 9,640.42	$ 8,802.80	$ 9,875.96	$ 1,050.00	$ -	$ 9,663.58
Music	2,031.03	73,263.35	73,787.17	1,076.35	566.08	2,044.58
Classes	3,754.16	4,090.83	5,951.50	3,460.07	312.80	2,467.56
Clubs	21,330.21	21,683.02	19,688.87	315.07	1,518.95	20,539.94
Departments	6,137.18	32.14	162.67	841.64	21.10	5,447.17
Trusts	16,609.25	179,634.46	169,704.84	12,921.64	16,989.87	13,640.34
General	12,921.63	4,838.97	3,202.18	1,150.00	1,405.97	11,540.81
TOTALS	$ 72,423.88	$ 292,345.57	$ 282,373.19	$ 20,814.77	$ 20,814.77	$ 65,343.98

SEA CASTLE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEARS
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	9600 Miramar Boulevard, Miramar, Florida 33025
Region:	South
Regional Supt.:	Alan Strauss
Director:	Davida Johnson
Principal:	Dr. Latonya Cooper
Bookkeeper:	Tonia Jackson- Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – Chase Bank	$ 51,066.11
TOTAL	$ 51,066.11

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statements of Sea Castle Elementary School for the 2024-25 fiscal years. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statements of the school present fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024 -25 fiscal years, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SEA CASTLE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 6,593.07	$ 36,434.36	$ 26,576.98	$ 8,114.26	$ 18,750.17	$ 5,814.54
Clubs	7,709.86	25,763.61	23,017.28	13,783.33	13,783.33	10,456.19
Departments	16,816.58	2,405.83	11.10	186.02	1,467.60	17,929.73
Trusts	10,034.76	37,304.78	50,682.08	21,622.59	15,324.33	2,955.72
General	8,257.52	2,291.27	2,258.09	9,696.53	4,077.30	13,909.93
TOTALS	$ 49,411.79	$ 104,199.85	$ 102,545.53	$ 53,402.73	$ 53,402.73	$ 51,066.11

SHERIDAN HILLS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5001 Thomas Street, Hollywood, FL 33021
Region:	South
Regional Supt:	Alan Strauss
Director:	Katie Policastro
Principal:	Josetta Campbell
Bookkeepers:	Colby Essue – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	9,624.89
Investment		
Treasurer's Pool Account		20,000.00
TOTAL	$	29,624.89

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sheridan Hills Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SHERIDAN HILLS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music						-
Classes	1,400.52	12,672.52	3,172.59	4,967.66	11,251.80	**4,616.31**
Clubs	2,118.05	-	-	408.48	-	2,526.53
Departments	4,959.78	-	-	5.76	7.00	4,958.54
Trusts	15,485.31	24,655.05	31,447.73	7,843.84	7,149.49	**9,386.98**
General	2,077.91	1,048.63	172.56	5,840.34	657.79	8,136.53
TOTALS	$ 26,041.57	$ 38,376.20	$ 34,792.88	$ 19,066.08	$ 19,066.08	$ 29,624.89

SHERIDAN PARK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2310 N 70th Terrace, Hollywood, FL 33024
Region:	South
Regional Supt:	Alan Strauss
Director:	Katie Policastro
Principal:	Jacqueline Carro
Bookkeeper:	Ana C. Osorio

CASH AND INVESTMENT SUMMARY

Cash Account:		
Checking Account – JP Morgan Chase Bank	$	23,870.56
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	33,870.56

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sheridan Park Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SHERIDAN PARK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music	-	1,109.00	888.49	-	-	220.51
Classes	1,243.51	20,263.25	17,728.01	1422.02	4,274.43	926.34
Clubs	1,499.96	4,554.00	4,540.62	857.58	174.00	2,196.92
Departments	2,367.89	41.56	1.67	-	41.56	2,366.22
Trusts	4,792.68	15,525.56	26,490.85	15,873.14	6,700.53	3,000.00
General	32,768.30	3,674.29	4,319.80	2,839.22	9,801.44	25,160.57
TOTALS	$ 42,672.34	$ 45,167.66	$ 53,969.44	$ 20,991.96	$ 20,991.96	$ 33,870.56

SILVER RIDGE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	9100 SW 36th Street, Davie, FL 33328
Region:	Central
Regional Supt:	Ted Toomer
Director:	Dr. Ducarmel Augustin
Principal:	John Vetter
Bookkeepers:	Ashley Collins – Business Support Center

CASH AND INVESTEMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	51,631.89
TOTAL	$	51,631.89

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Silver Ridge Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SILVER RIDGE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	4,327.30	65,296.00	67,949.02	16,930.75	15,754.09	2,850.94
Clubs	1,667.43	672.00	26.88	645.12	790.12	2,167.55
Departments	4,176.59	46.99	1.88	119.13	-	4,340.83
Trusts	10,950.65	410,035.10	422,420.37	48,905.80	34,826.35	12,644.83
General	34,384.88	757.04	4,598.00	4,143.82	5,060.00	29,627.74
TOTALS	$ 55,506.85	$ 476,807.13	$ 494,996.15	$ 70,744.62	$ 56,430.56	$ 51,631.89

SILVER TRAIL MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024 -25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	18300 Sheridan Street, Pembroke Pines , FL 33331
Region:	South
Regional Supt.:	Alan Strauss
Director:	Thomas Correll
Principal:	John Tienjaroonkul
Bookkeepers:	Victoria Kozakoff

CASH AND INVESTMENT SUMMARY

	6/30/2025
Cash Account:	
Checking Account –JP Morgan Bank	$ 71,593.11
Investment:	
Treasurer's Pool Account	$ 75,000.00
TOTAL	$ 146,593.11

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement for Silver Trail Middle School the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS
None

SILVER TRAIL MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 11,587.32	$ 5,019.12	$ 9,619.10	$ 67.70	$ -	$ 7,055.04
Music	1,460.75	28,455.00	28,809.66	998.80	1,654.80	450.09
Classes	2,428.79	168,211.32	174,846.45	219.52	(5,085.19)	1,098.37
Clubs	59,827.75	60,366.88	62,629.62	19,947.96	21,581.95	55,931.02
Departments	34,793.75	23,168.58	16,667.15	8,249.23	16,432.84	33,111.57
Trusts	23,322.86	117,738.08	140,254.98	160,274.74	148,474.61	12,606.09
General	22,141.14	18,142.41	6,164.96	4,342.96	2,120.62	36,340.93
TOTALS	$ 155,562.36	$ 421,101.39	$ 438,991.92	$ 194,100.91	$ 185,179.63	$ 146,593.11

SOUTH BROWARD HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1901 North Federal Highway, Hollywood, FL 33020
Region:	South
Regional Supt.:	Alan Strauss
Director:	Teresa Hall
Principal:	Alexander Francois
Bookkeeper:	Adrian Jackson - Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$165,016.08
Investment:	
Treasury Pool	$264,000.00
TOTAL	$ 429,016.08

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of South Broward High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SOUTH BROWARD HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 56,471.03	$ 85,716.23	$ 61,535.72	$ 7,594.16	$ 22,552.67	$ 65,693.03
Music	8,438.11	20,964.34	15,583.35	5,435.35	9,630.68	9,623.77
Classes	22,242.76	121,973.70	118,344.56	53,405.13	55,944.55	23,332.48
Clubs	198,586.48	254,890.54	275,145.18	127,085.25	128,096.19	177,320.90
Departments	23,590.50	4,897.31	3,163.29	3,372.30	3,653.55	25,043.27
Trusts	112,026.79	104,133.51	152,573.74	95,768.40	74,351.27	85,003.69
General	31,259.27	17,141.74	6,970.39	4,331.06	2,762.74	42,998.94
TOTALS	$ 452,614.94	$ 609,717.37	$ 633,316.23	$ 296,991.65	$ 296,991.65	$ 429,016.08

STRANAHAN HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-2025 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1800 SW 5th Place, Ft. Lauderdale, FL 33312
Region:	Central
Regional Supt.:	Dr. Ted Toomer
Director:	Haleh Darbar
Principals:	Nichola Stephenson-Gayle (November 2024-Present) Michelle G. Padura (July 2016 – October 2024)
Bookkeepers:	Kimberly Jackson - Business Support Center(November 2024- Present) Migna Santiago - Business Support Center (July 2022-October 2024)

CASH AND INVESTMENT SUMMARY

	6/30/2025
Cash Account:	
Checking Account – J.P. Morgan	$ 56,400.70
Investment:	
Treasurer's Pool Account	$ 66,000.00
TOTAL	$ 122,400.70

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Stranahan High School for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies, and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTION

None

STRANAHAN HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2023-2024

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 4,590.67	$ 39,619.26	$ 30,897.02	$ 4.80	$ 6,134.50	$ 7,183.21
Music	9,577.03	22,823.12	16,237.99	1,075.49	15,424.35	1,813.30
Classes	13,586.62	58,877.00	69,205.71	4,046.81	4,525.91	2,778.81
Clubs	45,207.95	69,272.26	73,197.70	20,915.80	26,905.18	35,293.13
Departments	22,574.26	1,374.86	397.08	482.88	25.35	24,009.57
Trusts	27,037.20	37,583.61	55,838.03	40,022.51	25,044.31	23,760.98
General	24,554.44	5,968.66	14,472.71	16,566.91	5,055.60	27,561.70
TOTALS	$ 147,128.17	$ 235,518.77	$ 260,246.24	$ 83,115.20	$ 83,115.20	$ 122,400.70

SUNRISE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1750 NE 14th Street, Fort Lauderdale, FL 33304
Region:	Central
Regional Supt:	Ted Toomer
Director:	Haleh Darbar
Principal:	Ryan Atwood
Bookkeepers:	Adrian Jackson – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	54,147.33
Investment		
Treasurer's Pool Account		15,000.00
TOTAL	$	69,147.33

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sunrise Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SUNRISE MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 17,537.78	$ 17,056.69	$ 23,370.49	$ 11,575.26	$ 13,080.76	$ 9,718.48
Music	4,382.24	-	-	-	4,382.24	-
Classes	397.92	170,380.52	173,086.11	7,146.12	3,354.53	1,483.92
Clubs	28,974.05	20,744.78	21,113.77	15,168.75	13,805.66	29,968.15
Departments	3,410.14	176.79	(6.45)	90.02	48.66	3,634.74
Trusts	24,564.15	30,364.53	28,648.47	9,633.14	24,616.72	11,296.63
General	3,734.26	790.48	7,154.61	17,074.56	1,399.28	13,045.41
TOTALS	$ 83,000.54	$ 239,513.79	$ 253,367.00	$ 60,687.85	$ 60,687.85	$ 69,147.33

VILLAGE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2100 NW 70 Avenue, Sunrise, FL 33313
Region:	STO
Regional Supt:	Veda Hudge
Director:	Jennifer Escandell
Principal:	Wanda Haynes
Bookkeepers:	Latavia N. Thompkins–Business Support Center (November 2025-Current)
	Lisa Smith – Business Support Center (October 2025-November 2025)
	Lisana Seudath – Business Support Center (August 2025-September 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	32,189.81
TOTAL	$	32,189.81

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Village Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

VILLAGE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 7,378.93	$ 23,231.96	$ 17,377.90	$ 2,797.06	$ 9,553.93	$ 6,476.12
Clubs	177.93	565.00	655.00	132.28	132.28	87.93
Departments	5,847.82	3,088.26	2,537.01	1,010.66	1,066.78	6,342.95
Trusts	9,242.55	8,088.80	13,274.96	10,380.79	2,488.58	11,948.60
General	7,934.68	4,659.74	4,180.99	5,005.58	6,084.80	7,334.21
TOTALS	$ 30,581.91	$ 39,633.76	$ 38,025.86	$ 19,326.37	$ 19,326.37	$ 32,189.81

VIRGINIA S. YOUNG MONTESSORI
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	101 NE 11th Avenue, Fort Lauderdale, FL 33301
Region:	Central
Regional Supt:	Ted Toomer
Director:	Joseph Balchunas
Principal:	Cynthia Felton
Bookkeepers:	Lisa Smith – Business Support Center (July 2025-Current) David Franklin – Business Support Center (March 2025-March 2025) Rebecca Montanez – Business Support Center (July 2024-June 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	22,392.98
TOTAL	$	22,392.98

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Virginia S. Young Montessori for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

VIRGINIA S. YOUNG MONTESSORI

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 535.95	$ -	$ -	$ -	$ -	$ 535.95
Clubs	2,697.63	44,003.10	44,018.86	4,247.94	4,667.80	2,262.01
Departments	2,492.22	295.37	11.81	152.91	2,924.20	4.49
Trusts	22,018.70	1,176,156.71	1,187,419.07	36,385.72	32,738.73	14,403.33
General	3,373.01	9,358.40	7,088.37	2,634.79	3,090.63	5,187.20
TOTALS	$ 31,117.51	$ 1,229,813.58	$ 1,238,538.11	$ 43,421.36	$ 43,421.36	$ 22,392.98

WELLEBY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3230 Nob Hill Road, Sunrise, FL 33351
Region:	Central
Regional Supt:	Ted Toomer
Director:	Ducarmel Augustin
Principal:	Frances Fuce-Ollivierre
Bookkeepers:	Michael Borrelli – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	48,874.25
Investment		
Treasurer's Pool Account		20,000.00
TOTAL	$	68,874.25

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Welleby Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

WELLEBY ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,577.86	$ 29,315.08	$ 25,156.38	$ 4,389.94	$ 7,358.96	$ 2,767.54
Clubs	995.18	10	0	116.27	0	1,121.45
Departments	7,196.75	109.28	3,494.11	79.69	0	3,891.61
Trusts	20,577.28	462,371.56	456,040.76	11,171.09	13,381.77	24,697.40
General	24,626.84	6,785.67	0	10,327.77	5,344.03	36,396.25
TOTALS	$ 54,973.91	$ 498,591.59	$ 484,691.25	$ 26,084.76	$ 26,084.76	$ 68,874.25

WESTCHESTER ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	12405 Royal Palm Blvd., Coral Springs, FL 33065
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Merideth Weiss-Schnur
Principal:	Melissa Frame-Geraine
Bookkeepers:	Lysa Robb – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	36,861.09
TOTAL	$	36,861.09

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Westchester Elementary School for the fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

WESTCHESTER ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 6,969.25	$ 47,277.34	$ 46,165.17	$ 6,946.62	$ 10,112.79	$ 4,915.25
Clubs	2,245.83	2,722.00	2,700.98	734.89	192.00	2,809.74
Departments	15,171.69	46.95	1.88	81.74	948.16	14,350.34
Trusts	13,164.17	610,479.77	626,747.96	12,521.47	6,042.35	3,375.10
General	9,255.23	5,708.00	563.15	1,406.30	4,395.72	11,410.66
TOTALS	$ 46,806.17	$ 666,234.06	$ 676,179.14	$ 21,691.02	$ 21,691.02	$ 36,861.09

Section III:

Appendices

THE OFFICE OF THE CHIEF AUDITOR
FISCAL YEAR 2024 - 25 SUMMARY OF INTERNAL AUDIT REPORTS WITH EXCEPTIONS

School and Region	Audit Committee Report Date	Region	FY 2025 Bookkeeper	Audit Exceptions	Guidance
Banyan Elementary School	9/25/2025	Central	**BSC**	FY24 & FY 25 Before and After School Care Activity Fees	Policy 6000.3, Before and After Care School SBO Handbook
Colbert Elementary School	9/25/2025	STO	**BSC**	Missing Receipting Documentation	Chapter 8, SPB I-302
North Lauderdale Elementary School	9/25/2025	North	**BSC**	Missing Receipitng Documentation, Cash Collections	Chapter 8, SPB I-302
Parkway Middle School	9/25/2025	Central	**Non-BSC/BSC**	Cash collections, Receipting Documentation, Purchasing Policy, Fundraising	Chapter 8, I-302, Policy 3800, I-402
Charles Drew Elementary School	1/29/2026	North	**BSC**	Cash collections and Receipting Documentation	Chapter 8, SPB I-302
Discovery Elementary School	1/29/2026	Central	**BSC**	Purchase Cards, School Improvements	Chapter 8, SPB I-305, I-204, I-205
Falcon Cove Middle School	1/29/2026	South	**Non-BSC**	Disbursements	Chapter 8, SPB I-305
Nova Eisenhower Elementary School	1/29/2026	Central	**BSC**	Purchase Cards	Chapter 8, SPB I-305
South Plantation High School	1/29/2026	Central	**BSC**	Fundraising, Purchase Cards	Chapter 8, SPB I-402, I-305
Bair Middle School	5/7/2026	Central	**BSC**	Yearbook	Chapter 8, Policy 6200, SPB I-402, I-405
Boyd Anderson High School	5/7/2026	Central	**BSC**	Internal Advance, Fundraising, Yearbooks	Chapter 8, SPB I-310, I-402, I-405
Coconut Creek High School	5/7/2026	North	**BSC**	Fundraising - Yearbook, Disbursements	Chapter 8, Policy 6200, SPB I-402, I-405, I-305
Coral Glades High School	5/7/2026	North	**Non-BSC**	Fraud investigation - Receipting and Deposits, Disbursements, Classes Clubs and Departments, Fundraising	Chapter 8, SPB I-302, I-303, I-305, I-402
Coral Springs High School	5/7/2026	North	**BSC**	Yearbook Sales, Disbursements	Chapter 8, Policy 6200, SPB I-402, I-405, I-101
Country Hills Elementary School	5/7/2026	North	**BSC**	Purchase Cards	Chapter 8, SPB I-305
Driftwood Elementary School	5/7/2026	South	**BSC**	School Improvement	Chapter 8, SPB I-204, I-205
Gulfstream Academy	5/7/2026	South	**BSC**	Purchase Cards	Chapter 8, SPB I-305
McArthur High School	5/7/2026	South	**BSC**	Student Obligations	Chapter 8, SPB I-204
Miramar High School	5/7/2026	South	**BSC**	Negative Fund Balance	Chapter 8, Policy 6200, SPB I-402, I-405
Monarch High School	5/7/2026	North	**BSC**	Fundraising - Parking Decals (Repeat Finding)	Chapter 8, SPB I-402, I-313, I-402
Nova High School	5/7/2026	Central	**BSC**	Gift Card Disbursements, Receipting Documentation, Fundraising, Purchasing Policy (Repeat Finding)	Chapter 8, Policy 3800, Policy 5307, SPB I-305, I-313, I,402, I-404
West Broward High School	5/7/2026	South	**BSC**	General Fund Reimbursements (Repeat Finding), Fundraising	Chapter 8, SPB I-204, I-402

THE OFFICE OF THE CHIEF AUDITOR

FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
1	Banyan Elementary School	9/25/2025	Central	25,174.80	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception
2	Bennett Elementary School	9/25/2025	Central	17,157.83	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
3	Bright Horizons Center	9/25/2025	North	15,392.24	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
4	Castle Hill Elementary School	9/25/2025	STO	7,797.02	BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None
5	Chapel Trail Elementary School	9/25/2025	South	27,565.74	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
6	Colbert Elementary School	9/25/2025	STO	15,622.95	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
7	Coral Cove Elementary School	9/25/2025	South	18,471.54	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
8	Cross Creek School	9/25/2025	North	10,025.09	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
9	Crystal Lake Middle School	9/25/2025	North	33,708.32	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
10	Cypress Run Education Center	9/25/2025	North	14,700.16	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
11	Deerfield Park Elementary School	9/25/2025	North	9,384.82	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
12	Dr. Martin Luther King, Jr. Mont. Academy	9/25/2025	STO	10,497.93	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
13	Hollywood Park Elementary School	9/25/2025	South	13,777.07	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
14	Lauderhill Paul Turner Elementary School	9/25/2025	Central	6,815.16	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
15	North Fork Elementary School	9/25/2025	STO	5,944.21	Non-BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None
16	North Lauderdale Elementary School	9/25/2025	North	25,288.95	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
17	North Side Elementary School	9/25/2025	Central	11,756.12	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
18	Oakridge Elementary School	9/25/2025	STO	20,529.73	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
19	Palmview Elementary School	9/25/2025	North	7,131.50	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
20	Parkway Middle School	9/25/2025	Central	63,671.33	BSC	None	BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	Exception	Non-BSC/BSC	Exception
21	Pine Ridge Education Center	9/25/2025	Central	1,356.16	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
22	Pompano Beach Elementary School	9/25/2025	North	12,289.43	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
23	Royal Palm Elementary School	9/25/2025	STO	11,692.52	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None	BSC	None
24	Tedder Elementary School	9/25/2025	STO	12,915.39	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
25	Thurgood Marshall Elementary School	9/25/2025	STO	10,777.90	Non-BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None	BSC	None
26	Walker Elementary School	9/25/2025	STO	14,117.82	BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None
27	Watkins Elementary	9/25/2025	South	20,487.06	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
28	Wingate Oaks Center	9/25/2025	Central	3,197.41	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
29	Apollo Middle School	1/29/2026	South	89,183.38	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
30	Bayview Elementary School	1/29/2026	Central	133,434.29	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	BSC	None
31	Central Park Elementary School	1/29/2026	Central	121,112.42	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
32	Charles Drew Elementary School	1/29/2026	North	12,893.71	Non-BSC	None	Non-BSC	None	BSC	Exception	BSC	None	BSC	Exception	BSC	Exception
33	Charles W. Flanagan High School	1/29/2026	South	366,098.84	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	None
34	Cooper City High School	1/29/2026	South	283,619.12	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None
35	Cypress Bay High School	1/29/2026	South	962,838.03	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	Exception	BSC	Exception	BSC	None
36	Deerfield Beach Middle School	1/29/2026	North	102,440.01	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
37	Dillard 6-12	1/29/2026	Central	300,511.89	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None

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FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
38	Discovery Elementary School	1/29/2026	Central	91,504.92	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	Exception
39	Eagle Point Elementary School	1/29/2026	South	79,062.18	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
40	Embassy Creek Elementary School	1/29/2026	South	141,888.34	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
41	Everglades Elementary School	1/29/2026	South	46,458.27	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
42	Falcon Cove Middle School	1/29/2026	South	362,303.72	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception
43	Floranada Elementary School	1/29/2026	North	196,229.97	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
44	Fort Lauderdale High School	1/29/2026	Central	512,390.01	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
45	Heron Heights Elementary School	1/29/2026	North	134,162.51	Non-BSC	None	Non-BSC	None	Non- BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
46	Hollywood Central Elementary School	1/29/2026	South	69,395.27	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None
47	Hollywood Hills High School	1/29/2026	South	284,563.51	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
48	Indian Ridge Middle School	1/29/2026	Central	145,523.59	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
49	Indian Trace Elementary School	1/29/2026	South	45,979.68	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
50	Lauderhill 6-12 STEM-MED Magnet School	1/29/2026	Central	53,762.19	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
51	Manatee Bay Elementary School	1/29/2026	South	86,909.58	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
52	Marjory Stoneman Douglas High School	1/29/2026	North	1,092,164.72	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None
53	McFatter Technical College	1/29/2026	Central	1,808,428.87	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
54	Millennium 6-12 Collegiate Academy	1/29/2026	North	135,579.88	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
55	New River Middle School	1/29/2026	Central	90,430.05	Non-BSC	None	Non-BSC	None	BSC	None	BSC/Non-BSC	None	Non-BSC	None	BSC	None
56	Northeast High School	1/29/2026	North	214,989.27	BSC	None	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None
57	Nova Eisenhower Elementary School	1/29/2026	Central	70,711.81	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
58	Panther Run Elementary School	1/29/2026	South	61,848.20	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	BSC	None	BSC	None	BSC	None
59	Park Trails Elementary School	1/29/2026	North	108,304.40	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
60	Pembroke Pines Elementary School	1/29/2026	South	12,683.54	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
61	Pines Collegiate Academy 6-12	1/29/2026	South	40,255.15	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None
62	Pioneer Middle School	1/29/2026	South	100,563.25	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None
63	Pompano Beach High School	1/29/2026	North	408,996.07	Non-BSC	Exception	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
64	Quiet Waters Elementary School	1/29/2026	North	92,118.24	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
65	Riverglades Elementary School	1/29/2026	North	54,484.35	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
66	Sandpiper Elementary School	1/29/2026	Central	31,498.09	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
67	Sawgrass Elementary School	1/29/2026	Central	57,982.37	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
68	Sawgrass Springs Middle School	1/29/2026	North	91,216.15	Non-BSC	None	Non-BSC	None	Non-BSC & BSC	None	BSC	None	BSC	None	Non-BSC	None
69	Seminole Middle School	1/29/2026	Central	77,225.31	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
70	Sheridan Technical College	1/29/2026	Central	1,759,821.74	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
71	South Plantation High School	1/29/2026	Central	393,430.76	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	Exception	BSC	Exception
72	Sunset Lakes Elementary School	1/29/2026	South	69,370.02	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None
73	Tequesta Trace Middle School	1/29/2026	South	120,099.48	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
74	Tropical Elementary School	1/29/2026	Central	139,465.78	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None

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	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
75	Walter C. Young Middle School	1/29/2026	South	45,339.83	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
76	Western High School	1/29/2026	Central	660,151.11	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	BSC	Exception	BSC	None
77	Westglades Middle School	1/29/2026	North	119,137.60	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
78	Winston Park Elementary School	1/29/2026	North	88,573.75	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
79	Atlantic Technical College	5/7/2026	Central	695,857.24	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
80	Attucks Middle School	5/7/2026	South	44,536.60	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
81	Bair Middle School	5/7/2026	Central	37,239.53	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
82	Beachside Montessori Village PK-8	5/7/2026	South	96,507.13	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
83	Blanche Ely High School	5/7/2026	North	260,023.65	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
84	Boyd Anderson High School	5/7/2026	Central	122,957.41	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	Exception
85	Challenger Elementary School	5/7/2026	North	34,116.99	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
86	Coconut Creek K-8 Academy of Excellence	5/7/2026	North	34,017.88	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
87	Coconut Creek High School	5/7/2026	North	128,140.13	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	BSC	None	BSC	Exception
88	Collins Elementary School	5/7/2026	South	9,709.53	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
89	Community Schools North	5/7/2026	Central	83,553.85	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
90	Community Schools South	5/7/2026	Central	205,371.30	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
91	Cooper City Elementary School	5/7/2026	South	60,950.07	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
92	Coral Glades High School	5/7/2026	North	384,227.76	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC & Non-BSC	None	Non-BSC	Exception
93	Coral Park Elementary School	5/7/2026	North	70,217.74	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
94	Coral Springs High School	5/7/2026	North	236,374.74	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
95	Country Hills Elementary School	5/7/2026	South	74,245.59	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
96	Dania Elementary School	5/7/2026	South	18,925.68	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
97	Deerfield Beach High School	5/7/2026	North	211,231.92	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
98	Driftwood Elementary School	5/7/2026	South	29,807.77	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
99	Driftwood Middle School	5/7/2026	South	42,037.12	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
100	Everglades High School	5/7/2026	South	292,539.44	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
101	Forest Hills Elementary School	5/7/2026	North	63,852.47	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
102	Griffin Elementary School	5/7/2026	South	58,235.96	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
103	Gulfstream Academy of Hallandale Beach	5/7/2026	South	140,218.74	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	Exception
104	Hallandale High School	5/7/2026	South	155,645.37	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
105	Harbordale Elementary School	5/7/2026	Central	45,034.10	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
106	Hawkes Bluff Elementary School	5/7/2026	South	67,766.43	BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	Non-BSC & BSC	None	BSC	None
107	Henry D. Perry Education Center	5/7/2026	South	55,351.19	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
108	Hollywood Hills Elementary School	5/7/2026	South	62,352.21	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
109	J.P. Taravella High School	5/7/2026	North	240,263.95	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None
110	James S. Rickards Middle School	5/7/2026	North	31,921.75	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
111	Lauderdale Lakes Middle School	5/7/2026	Central	56,003.98	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None

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112	Liberty Elementary School	5/7/2026	North	77,903.30	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
113	Lyons Creek Middle School	5/7/2026	North	70,853.63	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
114	Maplewood Elementary School	5/7/2026	North	109,349.13	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
115	McArthur High School	5/7/2026	South	214,588.91	Non-BSC	None	Non-BSC	None	Non- BSC	None	Non-BSC	None	Non-BSC	None	BSC	Exception
116	Meadowbrook Elementary School	5/7/2026	Central	21,209.47	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
117	Miramar High School	5/7/2026	South	173,569.64	BSC	Exception	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
118	Monarch High School	5/7/2026	North	317,632.80	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	Exception	BSC	Exception
119	Nova High School	5/7/2026	Central	517,215.87	BSC & Non-BSC	None	Non-BSC	None	Non-BSC & BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
120	Nova Middle School	5/7/2026	Central	41,804.38	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
121	Orange Brook Elementary School	5/7/2026	South	25,689.06	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
122	Palm Cove Elementary School	5/7/2026	South	52,687.34	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
123	Park Lakes Elementary School	5/7/2026	Central	40,630.00	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
124	Park Ridge Elementary School	5/7/2026	STO	18,917.45	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
125	Park Springs Elementary School	5/7/2026	North	74,435.24	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
126	Parkside Elementary School	5/7/2026	North	50,813.42	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
127	Pasadena Lakes Elementary School	5/7/2026	South	41,816.71	Non-BSC/BSC	None	Non-BSC	None	BSC/Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
128	Pembroke Lakes Elementary School	5/7/2026	South	25,050.01	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
129	Peters Elementary School	5/7/2026	Central	41,306.14	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
130	Piper High School	5/7/2026	Central	123,515.85	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
131	Plantation Elementary School	5/7/2026	Central	15,689.52	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
132	Plantation High School	5/7/2026	Central	225,155.32	Non-BSC	Exception	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
133	Ramblewood Middle School	5/7/2026	North	65,343.98	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
134	Sea Castle Elementary School	5/7/2026	South	51,066.11	BSC	None	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
135	Sheridan Hills Elementary School	5/7/2026	South	29,624.89	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
136	Sheridan Park Elementary School	5/7/2026	South	33,870.56	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
137	Silver Ridge Elementary School	5/7/2026	Central	51,631.89	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	None
138	Silver Trail Middle School	5/7/2026	South	146,593.11	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None
139	South Broward High School	5/7/2026	South	429,016.08	Non-BSC & BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	None
140	Stranahan High School	5/7/2026	Central	122,400.70	BSC	Exception	BSC	Exception	BSC	Exception	BSC	Exception	BSC	Exception	BSC	None
141	Sunrise Middle School	5/7/2026	Central	69,147.33	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
142	Village Elementary School	5/7/2026	STO	32,189.81	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
143	Virginia Shuman Young Montessori	5/7/2026	Central	22,392.98	Non-BSC	None	Non-BSC	None	BSC	None	BSC/Non-BSC	None	Non-BSC	None	BSC	None
144	Welleby Elementary School	5/7/2026	Central	68,874.25	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
145	West Broward High School	5/7/2026	South	450,478.93	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
146	Westchester Elementary School	5/7/2026	North	36,861.09	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None

Total Funds Completed **21,052,941.54** 91% of the total Internal Funds balance of $23,072,577.65

General Information on Internal Funds

The total year-end balance of Broward's non-Charter schools' Internal Funds (including the Technical Colleges and Community Schools) was $24.2M in June 2024 and $25.1M in June 2025. During fiscal year 2025, the combined total of inflows was approximately $109M, and the combined total of outflows was $110M.

Although Internal Funds are not available to the School Board to support the general operating expenses of the District, they are reported in the District's Annual Comprehensive Financial Report (ACFR). Student Activities finances are reported in the ACFR in the Fiduciary - Custodial Fund (fund 8920). The Bookstore activities at the Technical Colleges are reported in the ACFR in the Non-Major Special Revenue Funds as Other Special Revenue (fund 4980).

If a school is fortunate enough to have a large balance in its Internal Funds checking account (each school is limited to one checking account by Florida Department of Education regulation) they may withdraw money from the checking account and transfer it to an account for the school in the Treasurer's Pooled Funds. This allows the school to accrue a bit more interest income, while avoiding the possibility of exceeding FDIC deposit insurance limits. The Treasurer's Office periodically disburses interest payments to each school that has a Treasurer's Pooled Funds Account, and the interest payments are receipted into each school's Internal Funds. The Internal Funds invested in the Treasurer's Pool at fiscal year-end 2025 totaled $13.3M.

Internal Funds (also known as Internal Accounts or Student Activity Funds) are monies generated and used within a school, in contrast to the tax-derived funds that support school budgets and the general operations of the District. Any money collected or handled by any SBBC employee in connection with a school activity is required to be deposited into the school's Internal Funds.

Funding and Financial Reporting for Florida Schools (Redbook) Chapter 8 *Internal Funds* contains the Florida Department of Education's published regulatory guidelines, as well as the accounting structure, for public school Internal Funds. The District's Internal Accounts policies and Standard Practice Bulletins are based on this FDOE regulation.

The specified Internal Accounts funds are:

- 1000's Athletics
- 2000's Music
- 3000's Classes
- 4000's Clubs
- 5000's Departments
- 6000's Trusts
- 7000's General.

The **Athletics** fund may contain an Athletic Account and smaller accounts belonging to Cheerleaders and particular sports teams or clubs. Athletic event ticket sales revenues are recorded in an account in the Athletics fund. High Schools have occasionally received reimbursements from the Athletics and Student Activities Department, for certain Athletics expenses that were originally paid from the school's Internal Funds.

The **Music** fund holds money collected for Band and Orchestra instrument rental fees, and any other fundraising proceeds, ticket sales, or collections by a school's Chorus, Band, or Orchestra.

Class accounts typically record funds collected and disbursed by each grade level. In a High School, the Senior Class Account typically shows higher revenues and disbursements than the other class accounts due to activities such as the Homecoming Dance and Senior Prom. The Class Accounts may hold collections related to any project, activity or field trip pursued by any grade level.

Club accounts record the money raised and disbursed by various Clubs. The Class and Club sponsors authorize expenditures from the accounts belonging to organizations they sponsor. Yearbook sales are accounted for in the Club Accounts. Most schools have Faculty Club Accounts to receive Faculty Club dues collected and vending machine commissions derived from machines in Teacher-designated areas of the school. These funds are disbursed in accordance with Faculty Club voting and authorization.

Department accounts may hold, for example, Library collections for lost Library books or Book Fair proceeds, or donations given to the school for use by a particular school department, such as ESE or Guidance. A Physical Education Department Account could be used to record revenues and expenditures related to the purchase and sale of PE Uniforms.

Trust accounts hold money that is to be used for a specific purpose, or that is required to be remitted to the District.

After-School Care collections and Summer Camp collections from parents, Facility Rental collections from lessees, and Sales Taxes due on fundraisers are accounted for in the Trust accounts. Small grants and donations may also be recorded in Trust accounts to be used for donor-designated purposes.

Elementary schools, middle schools, alternative schools and centers receive a categorical allocation in their budgets for the Supplemental Arts and Sciences Program, which is placed in each recipient school's Internal Funds checking account by the District's Treasurer. Schools may use these funds to pay approved field trip vendors directly, and unused funds are returned to the District at the end of each school year.

Vending machine commissions are also initially receipted in a Trust Account, before being transferred to other Internal Funds accounts. Staff Appreciation is a Trust Account that is permitted to receive up to 25% of the school's vending machine commissions.

The Promotions/Public Relations and Hospitality Trust Accounts hold money transferred in from the General Account, that is subject to annual maximums and restricted in purpose. Unused funds must be transferred back to the General Account at the end of each fiscal year.

The **General** Account records funds to be used for the general welfare of the student body, including donations without a specified purpose.

Limited funds may be transferred from the General Account to the Promotions/Public Relations and Hospitality Accounts and the School Improvement Trust Account at the beginning of each school year.

Financial and Program Cost Accounting and Reporting for Florida Schools 2021 (published by the Office of Funding and Financial Reporting – Florida Department of Education) Chapter 8 *School Internal Funds,* Section III – Standards, Practices and Procedures states:

> "3.4 RESTRICTED EXPENDITURES The following expenditures from internal funds are deemed inappropriate and shall not be made except from trust funds collected for a specifically identified purpose.
>
> a. Equipment, supplies, forms and postage for curricular or classroom use. The exception is for revenues derived from career education production shops, which may be used for this purpose.
>
> b. Curricular-related travel. The exception is for revenues derived from career education production shops, which may be used for this purpose.
>
> c. Professional, technical or consultant services. The exception is for revenues derived from career education production shops, which may be used for these purposes.
>
> d. Articles for the personal use of any student, employee or other person, except those items that are identifiable as being in recognition of service or promotion of school activities and those items identified under rule 6A-1.0143, F.A.C., Promotion and Public Relations Funding.
>
> e. Personal memberships or subscriptions.
>
> f. Salaries or other compensation for duties or assignments that are the responsibility of the school district.
>
> g. Loans, credit or accommodation purchases for anyone.
>
> h. Repairs and maintenance of district school board equipment for which district school board funds are available. The exception is for revenues derived from career education production shops, which may be used for these purposes."

Expenditures that are paid from a school's budget by the Accounts Payable Department may be reimbursed by the school's Internal Funds, if appropriate. For example:

- Employees who work as gate help at a school Football game must be paid via Payroll, so money from the school's Internal Funds Athletic Account is remitted to the Treasurer's Office to cover these payments to SBBC employees.

- Equipment should be purchased through SAP, with the assistance of the Procurement Department. If Internal Funds are the source of payment, the money is remitted to the Treasurer's Office so that the invoice may be paid by the District's Accounts Payable Department, and the item is added to the school's Property Inventory.

- Schools may engage the Transportation Department to provide buses for field trips, so Internal Funds money may be remitted by the school to the Treasurer's Office to pay Transportation for services.

Any money collected or disbursed in association with a school field trip must flow through the school's Internal Funds. Booster Clubs and PTOs may donate money to their schools to enable the schools to pay the bills for field trips.

Examples of some of the general guidance we have on Internal Funds:

- Florida Statute 1011.07 Internal Funds
  https://www.flsenate.gov/Laws/Statutes/2022/1011.07

- Florida Administrative Code 6A-1.001 District Financial Records
  https://www.flrules.org/gateway/ruleNo.asp?id=6A-1.001

- Florida Administrative Code 6A-1.0143 Promotion and Public Relations Funding https://www.flrules.org/gateway/ruleno.asp?id=6A-1.0143&Section=0

- Chapter 8 of Financial Accounting for Local and State School Systems 2014 Edition, published by the National Center for Education Statistics – US Department of Education.
  https://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2015347

General Information on Internal Funds (Continued)

- Chapter 8 *School Internal Funds* of Financial and Program Cost Accounting and Reporting for Florida Schools 2021 published by the Office of Funding and Financial Reporting – Florida Department of Education.
  https://www.fldoe.org/core/fileparse.php/7507/urlt/REDBKCH8.pdf

- School Board Policy 3410 Internal Accounts
  https://web01.browardschools.com/sbbcpolicies/docs/Policy%203410%20.pdf

- School Board Policy 6301 Collection of Monies
  http://www.broward.k12.fl.us/sbbcpolicies/docs/P6301.000.pdf

- School Board Policy 6.3 Supply Fees – Expendable Supplies
  https://web01.browardschools.com/sbbcpolicies/docs/P6.3.0000.pdf

Additional References

FAC 6A-10.081

https://www.flrules.org/gateway/ruleno.asp?id=6A-10.081

FAC 64E-11.003

https://www.flrules.org/gateway/ruleno.asp?id=64E-11.003

381.0072 F.S.

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0300-0399/0381/Sections/0381.0072.html

Business Practice Bulletin A-429 Facility Rentals

https://www.browardschools.com/Page/36046

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC Wright Administration Building

Boardroom

Date Taken: May 7, 2026
Time: 10:00 a.m. - 12:10 p.m.

Court Reporter:

Emily Scott, Stenographic Reporter
Bass Reporting Service, Inc.
Litigation Building
633 South Andrews Avenue, Suite 202
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:

Ms. Mary Fertig, Chair
Ms. Phyllis Shaw, Vice Chair
Mr. Robert Mayersohn
Mr. Anthony DeMeo, CPA
Mr. Andrew Medvin, CPA
Mr. Lew Naylor
Mr. Chris Upton
Ms. Mariah Rabideau
Ms. Rachel Rosas
Ms. Muriel Theophin-Atilus

SUPERINTENDENT OF SCHOOLS:

Dr. Howard Hepburn

OFFICE OF THE CHIEF AUDITOR STAFF:

Mr. Mark Magli, Chief Auditor, Office of the Chief Auditor (OCA)
Ms. Nakia Gouldbourne, Manager, Internal Funds, OCA
Ms. Elena Pritykina, Manager, Operations, OCA
Ms. Merlin Butler, Manager - Property & Inventory, OCA
Mr. Bryan Erhard, System Support Specialist II, OCA
Mr. Derek Tillman, Executive Secretary, OCA
Ms. Octavia Allen Hardaway, Clerk Spec C, OCA

DISTRICT STAFF:

Mr. Alan Strauss, South Regional Superintendent, Teaching & Learning
Mr. Ryan Smith, Director, Business Support Center
Dr. Valerie Wanza, Chief Strategy & Innovation Officer
Mr. Jeff Whitney, Director of Budget
Mr. Christopher Akagbosu, Director of Facility Planning & Real Estate
Ms. Belinda DeFoor, Procurement & Logistic Operations
Ms. Lavinia Freeman, Minority-Women (MWBE) Specialist, Economic Development Opportunities & Compliance
Ms. Cenira Infante, Procurement & Compliance

INVITED GUEST(S):

Ms. Emily Scott, Court Reporter, Bass/United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of May 7, 2026 that are specifically related to Internal Audit Report – Audit of Internal Funds of Selected School.

The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on June 18, 2026.

learning opportunities for our kiddos that help us remain an A-rated school district. So sincere appreciation for our teachers and instructional staff that do the hard work every day in our schools.

Again, thank you for the support. Thank you for the level of accountability that you ensure -- to ensure that BCPS remains a high-functioning district for today and in years to come.

Thank you.

MS. FERTIG: Okay. Well, thank you.

Okay. Our first -- well, we're actually on number six, but we are going to be looking at the -- at the audit for the internal funds of selected schools and progress report.

Mark, did you have any comments you wanted to make before we begin?

MR. MAGLI: No. I was just prepared to introduce the item --

MS. FERTIG: Okay.

MR. MAGLI: -- and what we did.

But I did want to, as a matter of housekeeping -- and it's something Nakia and I were talking about -- we provided you guys with written copies -- or hard copies of everything. There is a

lot of material that's put in there for non-exceptions that is enormous -- an enormous amount of pages, which we're happy to provide it.

But if you don't feel like you need that -- we certainly have the electronic copy at all times posted. That's just something I just wanted to throw out there, so we could kind of remedy that going into the next year or -- or maintain for the next year, as that would be.

MS. FERTIG: Okay.

All right. Any comments on that?

Yeah, Lew.

MR. NAYLOR: I think it's a great idea.

MS. FERTIG: Yeah.

Anybody want every piece of paper?

Okay.

MR. MAGLI: Okay. We'll make that adjustment. We just wanted to run it by you first before we just went ahead and did that.

Okay. So we can proceed.

This report provides an overview of the internal funds audits. The audit evaluated compliance with applicable statutes, School Board policy financial control requirements with an emphasis on internal controls, receiving

disbursements and fund management.

There are 68 audits that were conducted and included in this report, of which 55 generally followed pol- -- followed prescribed policies and procedures. There was 13 locations that had some exceptions.

And I will open it up for any questions.

MS. FERTIG: Okay.

Yes, Mr. Medvin?

MR. MEDVIN: I noticed, in looking at the exceptions, it seemed to me that there was a number of times where there were problems related to the yearbooks. And I'm just wondering, is this a systematic problem with yearbooks and the procedures and the ways that we deal with yearbooks? It seems like that there were deficiencies because there were too many ordered, you know, this type of problem. And I'm wondering if the universe has changed regarding yearbooks and how they worked since when I was in school.

MR. SMITH: Through the Chair, Ryan Smith, Director of the Business Support Center.

I think the landscape has shifted. I think we've seen our high schools continue to struggle with a lack of yearbook sales in today's digital

environment.

I think, to compound that, three years ago the RFP also shifted, and it allowed for different ways to purchase yearbooks. And as we modernize, sometimes our systems have to modernize with it, and we didn't do that in this case so we caught it after the fact. And as you -- as this team knows, we audit a year in arrears. So by the time we discovered these, there are already exceptions. They've already happened. At that point, we are just trying to prevent them from happening in the future.

And I do think, working with the OCA and their recommendations and working with procurement and logistics, we're going to look at the bid differently and then we're going to look at how we operate differently. And together, we believe that that will get a handle on this situation.

Thank you.

MS. FERTIG: Okay. Lew and then Rachel.

MR. NAYLOR: All right. Just a question, have you enumerated some of the causes of the issue that you could share?

MR. SMITH: Yes, we have.

The biggest piece is, when we updated the RFP,

it allowed for parents to buy yearbooks directly from the vendor; and in some cases, it was creating conflict with the reporting, because we had the vendor collecting revenue, the school collecting revenue, and we had a bookkeeper trying to make sense of all that information, often with a delay.

So many of our locations are either deciding to pull all of the sales in-house and do it through the location or push them all to the vendor so that we have consolidated revenue reporting, which will help us complete the financial reports more accurately and keep tabs on the number of sales.

In addition, many of the high school principles that work with the BSC, and even the ones that do not work with the BSC, we have had some very honest conversations about adjusting the level of books that are purchased to prevent overages that have resulted in a few of the exceptions you're looking at.

MR. NAYLOR: Go ahead.

MS. FERTIG: Go ahead, Rachel.

MS. ROSAS: Yes. I just had two questions on the Coral Glades criminal investigation. I wasn't understanding the significance of BSC versus non-BSC bookkeepers. Is that -- what's the

difference?

MR. SMITH: That's a great question, and thank you for the clarification.

Really, it's a supervisory chain. With the schools that work with the Business Support Center, they report directly through me as the director of the Business Support Center.

In this case with Coral Glades, as a non-Business-Support-Center school, the supervisor would be the principal directly.

MS. ROSAS: Okay. And then, on the Nova High, who had quite a few findings, they were two years in a row the exact same exception, where they -- they ignored the 5- to 50,000-dollar policy for the prom vendor -- I think was decor or something -- and they selected the same vendor, even though they had a finding for it the year before.

And I didn't know if that was a timing mismatch; but I was assuming that, if you get an exception one year, the next year, you would try to do better. But I don't know the exact details of what happened.

MR. SMITH: It is timing, but when we provide coaching and coaching doesn't work, we do work with our professional standards team to ensure that we

follow up in accordance with District standards.

MS. ROSAS: Okay. Thanks.

MS. FERTIG: Yes, go ahead.

MS. THEOPHIN-ATILUS: Yes, good morning.

As DAC rep, and also I am staff chair for Coconut Creek High School, and I just see the findings. Is that -- I don't know if it's -- if I can, at this time, ask that a deeper audit be done into Coconut Creek's findings?

Because earlier this year, I asked to do a governance and compliance review, and they -- I have not still, to this day, gotten any documentations of the funds or the reports. And so, you know, I believe that's a big issue. As staff chair, I do believe there are some things that need to be looked into.

MS. FERTIG: Okay. We're going to get to the audit plan later on the agenda, so if you just kind of hold that --

MS. THEOPHIN-ATILUS: Okay.

MS. FERTIG: -- until we get there.

Yes, Phyllis?

MS. SHAW: Good morning, everyone.

And I didn't get a chance to go back and look to see the number of exceptions we had in the past

three audits, but I thought this was a bit higher than previous; and if that's the case, have we thought about how, why, are there some new SOPs that we need to put in place or tooling and reschooling, if that's the case?

MR. MAGLI: To your question, thank you.

There is a number of different conditions. One thing that's very important -- and even since I've come back, we've talked, and I know that the OCA has been putting out trending reports and things like that from year to year. Nakia heads that division, so, of course, she's been instrumental in putting that report together, and we'll do it again.

So at that point, we're kind of summarizing what are the continuing issues relative to that, and I think that one of the pieces -- and we talked about it, and Mr. Smith mentioned, also -- is just sheer instruction and awareness. A lot of these things that occur, if it happened in one place may happen in other places, and we need to address that.

One of the other considerations -- and she and I have been speaking about -- is even in the beginning of the year, in setting forth the

documentation and compiling those things that would even be needed -- not just for audit, but just for backup -- and making sure they document things correctly and properly that would later be requested during an audit and they're not scattered and lost and things like that, and doing an accounting at the year-end close to ensure that those things are put together and maybe a checklist, based on this trending report, based on what's been reported today and other reports during the year, and say how do we avoid that and what are the changes.

One of the things that I've reached out to Mr. Smith about was some of the changes that they've made with the standard practice bulletins and things like that and to make pronouncement and make sure that people understand any changes that occur, just like you would with policy, and make sure that people are clear; and that it's not just a change to kind of accommodate a situation, but to improve the controls.

So the other part of that is, of course, this particular report is very big, as far as numbers of schools, and that's -- while she works with her team and they've done a great job to keep us on

path with percentage requirements and things of completion based on the balance, at this point, we kind of have a lot of reports to come forth, too. So percentage-wise, it's going to be a little bit higher at the end of the year.

MS. SHAW: Madam Chair, may I continue?

MS. FERTIG: Yes.

MS. SHAW: So and I also think we also need to be mindful of where the information is going. So we may create SOPs and -- standard operating procedures, for those folks that don't know what "SOP" means -- but it may go to only certain individuals and the person who needs to be gathering the information or doing the actual work, or certain aspects of it, it may not be flowing to them.

And I think we also need to be very mindful of that, that if it's the bookkeeper, that the bookkeeper has a great understanding that -- whatever that checklist is or whatever the standard operating procedure is and the expectations of what we need to do.

And with this audit coming out, making sure next year, whether it's the -- whether it's the -- it's the yearbook or anything else that could be

repeated, that it's also put into place and some kind of training process is done and everyone is aware that: Okay, we're looking -- these are some of the things that we're looking at for the audit. These are some of the items that could create exceptions on your audit, and let's make sure it's going on down to -- even down to the janitor.

MR. MAGLI: And I agree with that.

Again, some of the things that have been implemented through our shop -- you know, maybe Mr. Smith can speak more closely to what training is ongoing and things. There is obviously transition that also occurs at schools with staff. But we don't have the luxury, if somebody changes a position, to stop what has to happen. That's one consideration.

But relative to the training, some of it's centralized in that environment, but the schools all need to know what's happening, and I agree. So I -- we always encourage, you know, management to put forth training to ensure that the staff has what's necessary.

MS. SHAW: Thank you.

MS. FERTIG: Okay. Yes. Am I missing -- is everybody over here finished?

MR. NAYLOR: Go ahead. I'll wait.

MR. MAYERSOHN: No, you can go.

MR. NAYLOR: Okay. My question is, what is really the definition of fundraising/events? Are we only talking about fundraising events, or are we talking about fundraising/events that collect money?

MS. GOULDBORNE: So in -- in what we're talking about with fundraising, there are high-revenue events that happen, as well, which we've kind of had a gray area as to whether or not those -- those events are fundraisers.

And so, in some cases, when you have a prom, it might pay for itself and there is no money left over; but if a prom has a -- you know, residual revenue of 20,000 or over that, then, in essence, that is a fundraiser because the senior class can go ahead and use that for other events.

So we -- we put them together because, in some cases, those proms, those homecomings do generate a lot of money for the school and that --

MR. NAYLOR: Right. So they should be subject to audit.

MS. GOULDBORNE: That is our recommendation, yes.

MR. NAYLOR: Okay. Thank you.

MS. FERTIG: Okay. Over here, you want to start and go around?

MR. MAYERSOHN: Yeah, I'll start.

So a couple of questions that I have, on -- if you're looking at page 92, the response from Mr. Smith, going down: Disbursements, BCS supports recommendations, request to initiate policy development has been submitted to the office of the CFO.

Is there a timeline to make changes or to look at the policy?

MR. SMITH: Ryan Smith, director of business support center.

I believe that it's under consideration. I think it would be inappropriate for me to speak on the work of my supervisor, but I know that she's aware of it and the department is looking at it closely to figure out how we can make sure we position these schools for success.

MR. MAYERSOHN: Can we get a followup by our next meeting of where that's at, and potential timeline or decision-making that there is no need to make a change, you know, whatever the outcome may be?

The sales tax due for the parking decals, I know there was another school that had it remitted to the District by 4/23. Has that been accomplished?

MR. MAGLI: It has, yes.

MR. MAYERSOHN: Okay. And then, the -- I mean, obviously, on this, the purchasing policies, whatever, has there been any reprimand for the school or people involved?

Because to me, that's -- I mean, that seems like a standard type of purchasing, you know, knowing that 50,000 or between whatever needs to have bids, three bids. I mean, that's commonplace. So I want to know if there has been any type of reprimand, whether it's additional training or whatever.

MR. SMITH: Correct. We absolutely provide additional remediation from a training perspective. And then, as you can see in a few of my responses, I will reference documentation and followup actions consistent with District standards have been completed as applicable to reinforce compliance with internal access controls -- account controls.

Typically, when that statement is on an audit, that means I've conferred with professional

standards, who would be the equivalent of HR outside of the District.

MR. MAYERSOHN: Okay. And then finally, the Pcard usage, can you -- because, again, I know internal control or internal Pcard usage is different than general fund usage, and I think -- I think I addressed this before about loading a card with, you know, funds and saying, "Here, use it." To me, that's not Pcard; that's like giving you a gift card and saying "Here, when it runs out, it runs out."

Can you explain to me the process that takes place now -- because, in reading some of this, I guess my question is: Has that process been changed?

So explain to me from -- I get a Pcard, you know, from top to bottom, how that internal control or internal funds operates.

MR. SMITH: Yeah, so this process was changed back in September in response to an audit report. The OCA made an observation that they believed the way the money was being encumbered could impact the financial statements of the school in question. We agreed with that assessment.

We looked at the process and wanted to really

make it, in essence, the same as our other Pcards. So similar to the purchase cards that we would use in budget -- because you reference the difference between the two -- the standards for obtaining a Pcard is exactly the same.

The only difference -- and it's really not different; it's very similar to how it's done in budget, it's just through a different system -- is when someone at the school, and for this case we'll say a culinary club needs to purchase supplies for their culinary class, they will complete a funding request that will be approved by the principal in advance.

And that's critical, because when we spend internal funds or student activities money, it requires preapproval from the principal. Once that has been approved, the bookkeeper will encumber those funds within the school's financial on the internal-funds side and then request Procurement to make those funds available on the card.

And then, with a Pcard, they'll make the purchase. And then, when the Pcard statement comes in, they will reconcile it, just as they would on the budget side. And then the money would be transferred from the holding account into the main

payable account, and then we will pay the bill.

MR. MAYERSOHN: Okay.

MR. SMITH: So I think it's important to note, this was a big concern because, in the past, these funds were being encumbered through the Business Support Center. So they were, in essence, being removed from the school, held in our -- our account, and then we would pay the bill from there. We've left that in the name of controls to say that the funds that a school spends on a purchase card are held at the school, but they are encumbered so that a school cannot spend funds that were allocated to one initiative for another initiative.

MR. MAYERSOHN: And is there any -- from the Business Support Center, is there any review of this process so -- you know, checking on schools or having final oversight? How does that work?

MR. SMITH: Correct. So I think that -- if you look back at Pcards, I think they were probably the number one audit item, because when we -- when they first came up and we realized there was a problem, the year had already closed. So we were getting exceptions for a number of schools that had the same issue. So it was important that we got it fixed.

As far as the review process, the bookkeeper reviews to make sure that the request is in alignment with the stated purpose and allowed use of these funds. So that is the control. And because the funds never leave the school, then, when the statement comes in, the Pcard holder will provide all the receipts, all the backup, all the pre-approvals; and the bookkeeper will review those one more time to make sure that everything was done in accordance with standards.

So, for example, there are some things that are taxable, some things that aren't taxable. We need to make sure that if things are taxable, they weren't purchased with the Pcard, because our Pcards are designed not to be taxable.

So those things do happen, and they are reviewed on an annual basis.

MR. MAYERSOHN: So what you're saying is, the bookkeeper is the oversight person for that usage?

MR. SMITH: That is correct.

MR. MAYERSOHN: Okay. Thank you.

MS. FERTIG: Mr. De Meo?

MR. DE MEO: Hi, Mark.

MR. MAGLI: Hello, sir.

MR. DE MEO: Are you presiding over your first

audit committee meeting? Is that today?

MR. MAGLI: Yes, it is.

MR. DE MEO: Oh, well, congratulations.

MR. MAGLI: Thank you.

MR. DE MEO: So, accordingly, let me start from the top and set some benchmarks, so that I can -- we can move forward with a mutual understanding.

The report refers to the financial statements of the school. I think we should consider saying specifically the statement of changes, what is it, "statement of changes in fund balances," because it may mislead somebody to think that we audited some financial statements, and I don't think we did. So that's the first thing that I noted.

The second thing is, we mention how the internal controls function in accordance with their design or properly -- they were properly designed.

As we know, without undertaking a separate distinct audit of internal controls, we shouldn't make conclusions like that as auditors. So what I'm suggesting is that we might say we didn't have any findings or, you know, might want to consider the language that we use there.

And this is tied to something a little

broader, too. I don't know, a year or two ago, we asked your predecessor to include the definition of the various funds. That's very helpful, and what it did for me --

Yeah, near the end of the report.

What it did for me was bring to my recognition that this is a huge undertaking. 260 schools, you know, seven or eight funds, it's enormous. Now, I know it's statutory and we don't have any real discretion on what -- you know, doing it or not doing it, performing these audits. However, even though there is a lot of work there and I recognize that, the reports that we've been relying on don't really tell us what the scope is.

For example, on trusts, if there is a trust, is there a trust agreement? Did we determine -- and I don't want to get too -- too far into the weeds; I just want to give you some examples so that maybe in the future, our report will indicate what we did, maybe for each trust fund and the scope of it.

For example, did we test 80 percent of the transactions? Did we -- did we sample them? Did we substantively test them? Did we trace transactions to the source document that gives rise

to the authority for that transaction? Did we look at trust accounts? Did we look at minutes of clubs for their intention with regard to contributions and disbursements? Did we test compliance with the District centralized Pcard purchasing? Did we look at ticket stubs? Were we physically present to observe ticket sales? Because there's not a lot of controls over ticket sales, right, between number? Do we look at how many kids went on a field trip and compare that to the revenue for revenue completeness?

So I think, without overburdening you -- I know you're doing the work -- maybe we could expand the report, make it a boilerplate, and have all of those things in there so that we, as a committee, and the school board, can be assured that what they're looking at represents something that not only complies with -- with the statutory requirements but our own policies internally.

So I'm suggesting that. I hope it's not too burdensome. I think it would make the reports really meaningful, and I think we could cut back the amount of time we spend on these things, because this report is very important and the following report on the inventory -- you know, I

know we're not there yet -- a lot of these things aren't material. In fact, the scope of the funds aren't even within the external auditor's purview for -- for the audit. Because -- I don't know, there is $20 million, it's not material to them. And I think it's been expressly excluded in the proposal for audit services. They don't look at these funds.

So it's important what you're doing, but it's also important to know the nature of the work that's being performed, the scope and the findings.

And I'll make one other recommendation before I leave this area. I'm not so sure that the word "audit" is really -- that word is thrown around, right? "Audit," what does "audit" mean, right? Somewhere in ancient language, "audit" is hearing, right? It means different things to different people. To auditors, CPAs, it means one thing; to a layperson, it means something else. It's not precise language like they use in medicine or Latin in law, right?

So in the profession, as you know, "audit" has a very specific meaning. It means you're expressing an opinion on something. It might be better for us to list the procedures and say, "Here

is our findings" or "There were no findings, there were no -- there were no material breaches of internal control" or "We found that the internal control over this particular area was poorly designed or it's operating -- not operating properly, manual -- manually."

So I'd like to consider all that. I'd be happy to talk to you about it, and I don't want to take too much time here; but I think we can really take and reflect on the work that you're doing and put it in the language that makes a lot more sense without a lot of work.

So that's a lot I know, but --

MR. MAGLI: So I appreciate the input, and, of course, there has been a longstanding way of how things were kind of formulated. In layman's terms, for people to understand, too, there's kind of a fine understanding between those two things; and certainly, from the materiality, speaking to the financial reporting is significantly different. We try to give an individual case-by-case scenario here, as well. That's how it's been laid out. But we certainly can evaluate it, and I'd be happy to talk to you about it a little bit further.

You know, this is more of a representation, as

much as people's familiarity with understanding what we are trying to report and present and to get them -- you know, they're kind of familiar with that, but it doesn't mean that there are some things that can't be modified or expanded to make it more clear.

Certainly, within the framework of the programmatic audits that we do, particularly internal funds, there is -- there is things laid out and decisions that are made about what we're looking at and things like that. And based on the subjects that -- that come about relative to the findings and things, we tend to look to emphasize and deemphasize certain considerations, as you would do. When, sort of, things become remedied, we don't have to necessarily focus on those things.

So, to your point, I mean, those are things that we definitely want to consider moving forward.

MS. FERTIG: And I'm wondering if, maybe as we do our next one, we can let -- give us a -- like three or four minutes of exactly what went into the fieldwork to come up with the conclusions. I know different ones of us have come on at different times, and that might be helpful, so --

I'm sorry, I didn't think of it; but you have

a good point, Mr. De Meo, so . . .

MR. MAGLI: And for the sake of expediency, when we come here --

MS. FERTIG: Yeah.

MR. MAGLI: -- and the volume of things, you know, generally Nakia --

MS. FERTIG: Yeah.

MR. MAGLI: -- can speak to every one of these things --

MS. FERTIG: Right.

MR. MAGLI: -- very clearly.

MS. FERTIG: Yeah, I'm not every time.

MR. MAGLI: -- and succinctly, but --

MS. FERTIG: I'm just suggesting maybe we do that.

MR. MAGLI: -- we'll certainly put something together.

MR. DE MEO: Structuring the report to include those things, where you don't have to reproduce it all the time and you tweak it for the different testing that you do, would make the report so impactful and meaningful. And they would stand on their own, I think, for anybody in this room to read. And maybe we could even save time, as an audit committee, and, you know, look at it and say

"Okay."

Thank you.

MS. GOULDBORNE: I just have a quick question for clarification from Dr. De Meo.

So the end of the report where we have all of the fund definitions, is that where you would like us to expand how we -- what we did in testing each of those areas?

MR. DE MEO: No, I would actually include it in the scope in the nature of your work on page -- in the beginning pages.

And, you know, I'm not here to give you advice on how to audit, but I think these procedures look more like -- not agreed-upon procedures, but a list of procedures; and that's what you did. And if you have findings, you have findings; and if you don't, you don't.

But I don't know that we really audited -- we didn't audit the financial statements of the school. First of all, I've never seen a financial statement for a school.

MS. GOULDBORNE: I'll say quickly, each school has a trial balance, and we do review the beginning disbursements/revenues that come in and tie that back to the trial balance. And we reconcile the

ending balance to their bank statements so that the statement of revenue is our review of those -- you know, the trial balance, the beginning balance, debits, credits --

MR. DE MEO: Right.

MS. GOULDBORNE: -- transfers in, transfers out, the ending balance and ensuring that reconciles to a bank statement.

So, just as an example, we can put that in -- into their -- to state that's the things that we do to reconcile that statement to --

MR. DE MEO: Yeah, I think that would be good.

On page one, you know, "Internal Auditor's Report; Scope, Objectives and Methodology," I think there is -- that's the place to do it, you know.

And maybe do it by fund: Trust funds, we trace receipts back to the purpose and back to the trust document or -- or the intention of the donor. Or we sampled 30 items. Or we tested 80 percent of the balance. Or we traced it to an invoice.

Whatever it was, if you list those procedures by trust fund, I think it would eliminate a lot of questions. Because right now, I see six or seven funds and, with some schools, hundreds of thousands of dollars, and -- you know.

MS. GOULDBORNE: So I just want to give you some backdrop to that.

When you see schools with a really large balance, especially elementary schools, a lot of that is before and after care. So they're in trust because they have to be remitted to the District.

But, again, we can kind of clarify that and --

MR. DE MEO: Yeah.

MS. GOULDBORNE: -- give some backdrop.

MR. DE MEO: I mean, testing the carryover balances, and, you know, I'm sure you do most of that, and whatever you're doing, I'm sure is fine. It's just that it's hard for us to divine that from the report.

MS. FERTIG: I'm going to just suggest that maybe you all, if you could get with them between now and June 18th, and then we can, when we come in on June 18th, discuss what change -- how you are changing the format of the report.

MS. SHAW: And, Madam Chair?

MS. FERTIG: Yeah?

MS. SHATZ: We also need to be mindful and be careful of our own responsibilities here --

MS. FERTIG: Yeah.

MS. SHATZ: -- in terms of telling the

internal auditor how, what they need to do.

We, of course, can make suggestions. But we also need to be mindful of what we are telling them how to do their own responsibilities.

MS. FERTIG: Okay. All right. Thank you. That was great.

Mariah, you want to?

MS. RABIDEA: Yes. Good morning. Thank you.

I just want to start by saying I can't believe it's May. I don't know if anybody else feels that way.

Okay. So my questions really are a little bit more followup to some of the questions my colleagues have asked.

Okay. So the first one is, how many findings this year were repeat findings versus the first-time findings? And then, what accountability measures exist when the schools are repeatedly receiving these same audit findings across the years? I know you touched on it a little bit.

MS. GOULDBORNE: I believe there is two, and I would think any indication of what happened with the schools would have to go to the District because we are not responsible for that piece of it.

MS. FERTIG: I'm seeing on your summary sheet, Monarch, Nova, West Broward look like they had repeat findings. Does that seem right?

MS. RABIDEA: Yeah, my second question --

MS. FERTIG: Did I look at -- no.

MS. RABIDEA: Yeah.

MS. FERTIG: Okay. Go ahead.

MS. RABIDEA: My second question is really about the fundraising and the yearbook sustainability pieces. So, like, for example, Bair Middle School's yearbook activity resulted in a financial loss, and then the unpaid invoice remained outstanding into 2026 --

MS. FERTIG: Yeah.

MS. RABIDEA: -- due to insufficient funds. So what I'm wondering is, what district-wide guidance exists to ensure the student-fundraising activities remain financially stable?

And then, as a followup, are schools increasingly relying on fundraising to sustain core student experiences that historically may have received greater District support?

MR. MAGLI: So -- I'm sorry, go ahead.

MS. GOULDBORNE: There is a standard practice bulletin on yearbooks. It is -- it is considered

extracurricular activities, which student activity funds kind of fund.

But I'll let the District talk more about the district-wide . . .

MR. STRAUSS: Yeah, so in relation to yearbooks, as Nakia just said, it is a fundraiser in and of itself. So, you know, as a class, the students are taught to raise funds, and those can be a variety of ways. Sales of yearbooks obviously create revenue. Commissions from the pictures that the students can take and buy becomes a revenue. Advertisements that they sell for the yearbook become revenue sources. So there is different revenue streams that exist, and then the cost of the yearbook itself. So the goal, obviously, is that, minimum, come to a net zero.

And then a lot of -- middle school is a little bit different.

At the high-school level, a lot of the yearbooks do have profits, and that allows the class -- the yearbook class to attend an annual conference or something like that to hone their skills, as well.

The yearbook, as Mr. Smith was saying earlier and some of the other questioning, has definitely

been a struggle because of, you know -- you know, you can think back to, you know, when you were in high school, what a yearbook meant versus -- it changes. I can think back to many, many moons ago when I was in school.

Now, the yearbook maybe doesn't have the same value to the students because we see that within the -- what's occurring with -- you know, with this right here. You know, Instagram is the new yearbook, basically.

So the other thing that I would say is, in looking at it, because even one of the schools that is under me that had a yearbook issue, sometimes, when the audit comes -- so I'll give you an example. Like he mentioned, this is auditing last year's situation. So at this time of the year last year, I was getting a report of the year before, and say there was a yearbook issue. Well, I'm finding it out in the spring; it's difficult for me to fix that issue that year. So I'm almost going to guarantee myself of another finding because of the timing -- you know, the lag in timing of finding out that there was something.

So a perfect example is, I was working with one of my schools around it and said: All right.

So what do we do? So what do we do? We messed up. We made the same mistake because of the delay in notifying of the mess-up? Now, for this year, where are we?

And this year, they were able to show me: No, we did X, Y, Z to make sure that we are not creating the same mistake.

So sometimes it almost takes an additional year to catch up, especially around the yearbooks, because I have to place an order so -- you know, it's just the nature of the cycle.

But I think a lot of it just stems from how yearbooks are deemed by the students, valued by the students at this point in time.

MS. RABIDEA: Thank you.

And I just want to go back to the -- to the second part of the question just on fundraising generally. Are they increasingly relying on fundraising for core student experiences?

MR. STRAUSS: For core student experiences? I just have to ask you, what do you define -- you know, because I'm saying -- because "core student experiences" meaning the classroom, no; "core student experience" being a field trip, something of that nature, yeah, they might have to raise

funds if they want to do something above and beyond the normal experience. The normal curricular experiences are not having fundraising tied to it.

MS. RABIDEA: Okay. And just to -- yeah, go ahead.

MS. GOULDBORNE: Just to note that these funds are sort of restricted, so they can -- they are not supposed to be used for certain District activities that are the responsibility of the District that have allocated budgets for. So these are separate and distinct from District budget.

MS. RABIDEA: Okay. And I think maybe to follow up on that, I'm just curious, like an example I can think of is band boosters, right? Band boosters across the District fundraise constantly just to bring some of the students to local experiences with music, which is, you know, part of what they're learning and the experience that they're learning in the class, as well.

So I think maybe there are some gray areas there. I would say band booster is probably a good example of that; maybe yearbooks, not so much.

MR. STRAUSS: Right. Well, yeah, yearbook is a class.

So the band booster -- it's an interesting

dynamic. So the band booster sits outside of the internal accounts situation. So the band booster themselves -- and we have some schools that have band-booster accounts that are probably in excess of half a million dollars in some of our larger high schools, and I would say half a million dollars might be on even the low end of that.

A lot of it comes down to, like, the determination of individuals of what's that -- you know, what level of experience do you want. You know, we had an item that came up here before about Winter Guard that came to the board to allow some of our schools to go to Ohio to participate in the Winter Guard performance. Those are not tied to a school's grade -- student's grade in a class. They are extracurricular and, therefore, above and beyond that. And the level in which you want to participate kind of deems what are the fundraising necessities.

MS. RABIDEA: Thank you. I just have two more questions.

MS. FERTIG: Okay. Yeah, and I'm just going to say, we are -- we have an hour and eight minutes left. So I'm not trying -- I know this has gone on longer than most reports; but on the other hand,

this is more exceptions than we've seen in a long time, so go ahead.

MS. RABIDEA: Thank you.

So back to the -- I think someone mentioned it, the Coral Glades High School findings around the fraud investigation. So what -- what proactive fraud detection systems or -- or analytics or insights are currently used district-wide?

MR. MAGLI: I'm not familiar with what they're working on inside of finance or things like that. It's something that I have been considering and looking at potentially a further discussion relative to that, because I think there -- there may be things happening that I'm not fully aware of at this point. But certainly, there are a lot of opportunities there to identify that.

That particular instance is something a little different that would stand outside probably something in that -- that review.

But as far as approvals and system stuff, system checks and things along the way relative to expenditures, those are things that are in place at a number of levels.

And I know they're trying to automate, and they're also looking at a new ERP system, and those

were some of the considerations that were discussed at great length relative to what I believe the product is that they are seeking.

So hopefully we have some things in place already. I will follow up on that.

MS. RABIDEA: Thank you. Yeah.

And then my last question around the business support centers, has the District evaluated whether schools supported by the business support centers experience fewer audit exceptions long term than non-BSC-supported schools?

MR. SMITH: Ryan Smith, director of the Business Support Center.

We actually evaluated this in a recent white paper when we looked at centralization. The last three years, the BSC's rate was at or better than non-BSC schools. That does not include this current year, so I can't speak to this current year; but in the completed years, the answer is yes.

MS. FERTIG: I'm going to just add in here that several years ago, as an audit committee, we began to notice that we were seeing a lot of business center schools included in the list, and many of the schools have gone away from having a

bookkeeper. So now you see -- I don't know what the percentage of schools having one --

MR. STRAUSS: 60 percent.

MS. FERTIG: So we have a list that -- that you'll see in these reports about, you know, kind of -- and you can kind of go through that yourself and come to some conclusions about what you see, as far as whether those exceptions are all with non-BSC or . . .

MS. RABIDEA: Thank you.

MS. FERTIG: Is that -- yeah?

MR. MAGLI: Yes, ma'am.

Relative to the percentage of schools that are actually enrolled with the program, the BSC program, versus those that are not, again, at the end of year, we'll take -- we'll take a look at, specifically, how that is; but I believe it's 80 percent of the schools enrolled.

Is that correct, Mr. Smith?

MR. SMITH: It is, yes.

MR. MAGLI: So relatively --

MS. FERTIG: 80 percent, yeah.

MR. MAGLI: -- it kind aligns with the percentage of --

MS. FERTIG: What we see.

MR. MAGLI: -- enrollment, you know, district-wide.

MS. FERTIG: Okay. Chris, did you have anything on this?

Okay. I just want to make two comments here. And, you know, Mark, I told people, even when you were gone and not here for a few years, that you had made -- gotten us to the point where we didn't see exceptions on reports because you pointed out so many exceptions.

I know Mr. De Meo remembers this: We used to get these reports, and it would just be so -- just so many exceptions. And we went for a long period of time where we didn't see that, because I think you -- you put in a lot of training.

I know you're going to take no credit because you're too modest --

MR. MAGLI: I am not going to take any credit but --

MS. FERTIG: -- but -- but a lot of training was -- you know, we just really beefed up the training and so forth.

What I noticed about this report, 63 schools, 13 -- 13 of them have exceptions and 11 of those are high schools. And that, I think, is a critical

thing to note about this report.

You may need to be doing some extra training with high schools. It looks like it's all over the district. It's no one area. I think -- I think there is a real message in what we see here, and I know that it is possible for us to get back to the point where we don't have as many exceptions, and a key to that is training.

And I understand the delay in -- you know, in year-to-year stuff.

But my second is just a question from something I read in here: Is there any student who paid for a yearbook and didn't get it? I don't care if they got their money back. Is there any student who paid for a yearbook and didn't get it? Because I think that's something you cannot make up, you cannot really correct.

So can we have an answer to that?

MS. GOULDBORNE: In the current audit, there were students that paid for yearbooks but there -- from what we understand, there wasn't a yearbook published. There was supposed to be, and then there wasn't. And then we went in and saw the money that was collected. That's why we asked if there was a yearbook, and we got the response that

there wasn't. And so our indication at that point was if you didn't get a yearbook or there wasn't one published, then what are you going to do with the money? And so they -- I guess they initiated refunds for those payments.

MS. FERTIG: Okay. And because this is a class and because this is something that, you know, has a lot of tradition behind it, I would just kind of have -- if we can, like to see, as a followup by high school, what percentage of students -- you know, it's not going to being how many yearbooks, but what percentage of students are purchasing yearbooks; and if there were schools that could not publish a yearbook at the end of the year, I think that's kind of a critical thing to know as far as teaching the courses and including students and maybe updating what we do to make sure that we're relevant in today's world.

So I don't know how you accomplish that, and I don't know if anybody else feels the same way. But I've got to say, if you pay for a yearbook and you don't get it, you can't make that up to them, and maybe there was something else that could have been done along the way, so . . .

Okay. Anybody?

Yeah.

MR. NAYLOR: Just a quick followup on one of the things we heard, that schools don't fund transportation or things like that for field trips. I see in NCC, that elementary schools, middle schools, alternative schools and centers receive categorical allocation in their budgets for such items. How is that amount determined, and where does it show up on the school budget? Because I don't think I've ever seen that that --

MR. SMITH: I think there is -- there is different types of field trips and how they're sponsored. The educational-related field trips are handled slightly different.

Most of the trips that flow through internal funds, these are field trips that are paid for by the children. So we determine the cost of the field trip. That cost is then divided equally amongst the kids that are expected to participate, and that is the cost of the field trip.

So there are some other nuances. I think there is some science -- science and arts money and magnet that will pay for field trips; but that is funded at the school level as part of the FPFP process.

MR. NAYLOR: Okay. And do you know how that money is allocated or determined per school? Is it FTE?

MR. STRAUSS: So -- so, yeah, their overall is through their FTE budget; but I would say, to what Mr. Smith was saying, if I'm a magnet school, like I'll utilize my former school, South Broward -- when I was a principal at South Broward High School, we had additional funding through magnet that covered our field trips that were specific for our magnet students to go do and partake in as part of their curricular experience.

As a principal, you might also sit there and have other curricular field trips that you want students to go see a play, you know, because it's tied into a -- you know, something through your ELA, you know, English Language Arts classes, that you just, through your budget, you know, utilize your budget to pay for the transportation in this case.

MR. NAYLOR: Okay. Thank you.

But this doesn't mention magnet schools; it mentions elementary schools, middle schools, alternative schools. So how -- how is that --

MR. STRAUSS: What -- I'm -- what are you --

I'm --

MR. NAYLOR: Appendices C, General Information on Internal Funds.

MR. STRAUSS: And it's part of -- I just want to make sure. It's part of this report, Appendices C?

MR. NAYLOR: Yeah.

MS. GOULDBORNE: What I've known -- what I've noticed, when we -- when we're doing these reviews, is that there is a grant allocation to some of these schools. I'm not really -- we don't know what the budget side of how that's determined, but there was an arts -- arts and science grant; and from what we understand, it's the same amount for each school. Each school gets the same amount.

MR. NAYLOR: So it's a fixed amount --

MS. GOULDBORNE: It's a fixed amount.

MR. STRAUSS: Oh, so Dr. Wanza is saying there is -- we have the SEAS initiative through Broward Performing Arts, and so it might be -- it's tied to that to provide for transportation for elemen- -- for those schools to attend SEAS programs.

MR. NAYLOR: Thank you.

MS. FERTIG: Okay.

MS. SHAW: Madam Chair, motion to transmit.

MR. MAYERSOHN: Second.

MS. THEOPHIN-ATILUS: I have a question. So my -- it kind of piggybacks off of what Mary said, but a lot of bookkeepers are making the same mistakes. So is there required training for the staff members? Because, again, like Mary said, I don't think the trainings are strong enough for them and so --

And then how is -- if there is required training, how is it verified? Schools -- you made -- I'm sorry, I don't know your name.

You made the statement that schools cannot spend funds on one initiative when it's supposed to be for another, so do we have a system or something in place to prevent those things from happening? Because, unfortunately, they are, so that you know, because receipts, approvals and deposits are definitely missing and then --

It's showing that we have a lack of control on everything. So, you know, we don't have control. The consistency and the accountability is not there.

And then, my last question is, why would there be a yearbook that's not published? Because as a student or a senior or whatnot, whatever grade,

actually, you want those memories. So what would be the reason that the yearbook's not published?

MS. GOULDBORNE: I don't know. Our only question was, we see money collected, was there a yearbook? There was not. And from what we understand, there was some issues with the actual vendor with publishing that yearbook and working with the vendor.

That's the only -- that's where we -- that's where we stopped with that because we just wanted to make sure the money was -- what was collected was used how it was supposed to be used. So that's our understanding.

It might be a procurement issue to go into further detail with the vendor if there were contractual issues.

MS. THEOPHIN-ATILUS: I'm sorry. I would think before we even collect the money for that school from those students, we know that that yearbook is not being published or whatnot. We're moving too quickly then, if we're taking money on something that's not even getting published.

MR. STRAUSS: So there is a cyclical process around yearbooks, right?

So say at this time, right now, as we're

heading into next school year, I'm selecting who my vendor is going to be to do the yearbook production. Then, over the summer, you're building your ideas, your theme, you know, all the things that are occurring.

And at some point, you're coming to an agreement and doing a pre- -- not a presale, but like saying to the vendor: Hey, we think we are going to need 200 yearbooks. So that's what our expected is, and then there is always a time that you can adjust it.

So now, when you try to do sales and you see your sales don't exist or minimally exist, you know, maybe I'm doing my sales and I've only sold 20 yearbooks at this point. At that point in time, I might make the active decision to say, you know -- to not run in the red-red or, you know, stopping production of the yearbook because it's just going to become a total negative. We are going to return -- the funds should get returned to the student, obviously; and then, at that point in time, the question there is how do you move forward.

I would say that's an example that I saw and read -- it's not a school that sits under me, but

just knowing the history of that school, I would say that's not the norm that you see in just about most other schools.

MS. THEOPHIN-ATILUS: Okay. I understand --

MS. FERTIG: Still, if what you're saying is there is decline --

And we need to vote on the motions, because we are going to run out of time.

But I just want to say that this -- and I'm sure you're looking at this. This looks -- this sounds like a subject that needs, aside from what we do on audit, some real consideration of where you're going to move in the future.

But overall, hopefully, Mark, I just know those trainings for high schools are going to be so great. Mr. Strauss, Dr. Wanza is back there. We have got a lot of people who are going to make sure that we get the training, but we need to, because this is too many exceptions.

Okay. All in favor of the motion?

MS. SHAW: I do have one last comment.

Is -- could we possibly get a matrix on these reports, so especially if there are repeats, so at least we can look and if there is on the schools, especially schools with exceptions, and then we can

have a -- "Okay, there is a repeat 2022, 20-" -- whatever the case might be. But something simple, nothing --

MS. GOULDBORNE: It's at the end of the report.

MS. FERTIG: Yeah, it's page --

MS. GOULDBORNE: It's all the way to the back.

MS. FERTIG: It's page --

MS. SHAW: I must have missed it.

MS. FERTIG: Yeah.

MR. MAYERSOHN: You know what? I did, too.

MS. THEOPHIN-ATILUS: I know, Mary, you spoke on future training; but is there currently a required training --

MS. FERTIG: Yes.

MS. THEOPHIN-ATILUS: -- and are we verifying that they are doing it?

MR. SMITH: Yes.

Ryan Smith, director of the Business Support Center.

Yes, there are multiple layers of training, and I'm going to speed through because I know we're out of time.

But from the bookkeepers, when they join a team, they receive a dedicated two-week process of

onboarding training. They then are going through monthly trainings, as well as monthly meetings to make sure communication happens.

We then offer one-on-one remedial training for bookkeepers who aren't meeting the grade. In addition, we train our principals at both the grade level, region level and all principal-level meetings.

And then we have our sponsors where we do trainings before they take on the role, a sponsor, which is one of the most critical roles.

I would just put it out to this committee that something for consideration, under the approval of the OC, of course, is, there are many reports here because we've been doing high schools last; and the challenge with that is, high schools are our biggest operations, which means you would expect to have the most significant risk. But by doing them last --

MS. GOULDBORNE: We don't do them last.

MR. SMITH: -- these schools have already committed the same things for our current year, and it's already in the books.

So I would suggest that this committee strongly recommend moving high schools to the first

of the list, so that if we see an issue, it's documented early in the year, before they complete the year that they're in.

Because doing this, if these schools just get their report a month ago, chances are they've already done yearbooks this year, which means the same thing is going to carry, which is why you see these repeat findings.

I would suggest moving high schools to the front, given their risk assessment here and the amount of risk they have in the district. That way these issues can be fixed at the moment, rather than us going through another business cycle. Because the training we provide bookkeepers is significant. The training and knowledge of our principals are significant. But none of that matters if this year is already closed by the time they find out they did something wrong.

(Overtalk.)

MS. SHAW: They should know they did something wrong. I'm sorry.

MS. FERTIG: I mean, I just have -- I'm sorry, I turned this off. Apologies.

I just have to say that it's been a lot of years since I've seen over a third of high schools

have exceptions. I don't -- that, to me, points to something else, besides just when they're being -- you know.

I mean, yes, can they -- can this be done earlier? I don't know. That's a question for the audit department. But I don't think it minimizes the fact that we have way more high schools being with exceptions than we typically see in a year, so yeah.

MR. MAGLI: If I may?

MS. FERTIG: Yeah.

MR. MAGLI: The sequence by which we do audits has really nothing to do with the efficacy of what's done at the school location. It's a snapshot in time. If we never came, it would not change the circumstance. So we're -- we sequence our audits the way we have to use our staff and resources as best we can.

If one -- and I said this earlier in discussion. If one location has seen -- and I spoke to the trending analysis and the year-by-year reporting that goes on, and as one exception came forward or consideration of something came forward that was potentially a finding that could be duplicated around to other locations, my first

instinct would be to address those things when they come up, whether we did all the high schools or we did one. So I just want to say that.

Second part of that is, we bring information that's for awareness, but we don't do the training. Okay. We need to stay independent of that. We communicate.

And I think, to your point is, I did communicate a lot and I did offer, as -- as the reports do, as well, recommendations and things based on what we have seen.

What is generally successful is when trends in recognition of problems get eliminated across the board and that the communication within those groups and sectors -- I think principals, in general, if they have a greater awareness of what could happen and share the information would be better -- you know, better served and more successful.

So I just wanted to make that point, because we do our best with what we have, and we have staffing experience thing -- experiential things that we have to consider when we're doing these things.

And they do have the highest balance, so we

tend to address those earlier. Is that one hundred percent? It's close to.

But, you know, the idea is what I said, is if we never showed up, that doesn't mean that we just ignored the condition. We have to address the condition and then even identify those on our own. That's the idea of internal control, is to look at things inside the framework of the management and of the function to ensure they are seeing things and they have things in place to identify those problems before we do.

MS. FERTIG: Okay. All right. I'm going to say, can we vote on our motion to transmit?

If you're okay, all in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

Okay. The motion carries. We're transmitting this to the Board.

We're going to agenda item number seven, property and inventory audit of selected locations.

Does anybody want to comment on property and --

Thank you, Mr. Smith.

MR. SMITH: Thank you.

MS. FERTIG: Anybody have a comment on this

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	FF-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Grant Applications - Pre & Post-Submission

REQUESTED ACTION:

Approve the submission of the following grant applications. District-wide

RATIONALE:

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

EXHIBITS:

Executive Summaries

FINANCIAL IMPACT:

The positive financial impact is $172,390,398.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:	Romaneir Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 20, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

United States Department of Education - Title I, Part A: Improving the Academic Achievement of the Disadvantaged Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission United States Department of Education - Title I, Part A: Improving the Academic Achievement of the Disadvantaged Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Codified at 20 U.S.C. § 6301 et seq., Title I, Part A is part of the *Elementary and Secondary Education Act*, as amended by the *Every Student Succeeds Act*. Title I, Part A, are federal funds that are directed to local educational agencies based largely on poverty-related need, allowing districts to add instructional support where student need is greatest. Those funds may support additional teachers, professional learning, extra instructional time, family engagement, and other evidence-based activities designed to meet challenging state academic standards and raise achievement.
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $81,597,154 in funding for the continuous support of supplemental services for Title I schools.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $81,597,154 in funding for the continuous support of supplemental services for Title I schools.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• The table in Additional Backup presents the measurable outcomes of Title I students during the 2024–2025 school year, as shown in the final PM3 test files, categorized by grade level and subject area.

	• By the end of the 2026-2027 school year, all Title I students in grades K-10 will increase their ELA and Mathematics proficiency by at least 3 percentage points.

Background/History
The primary objective of the Title I program is to ensure that all students in high-poverty schools receive a fair, equitable, and significant opportunity to obtain a high-quality education. By leveraging supplemental resources, the program empowers students to meet and exceed proficiency on the challenging State Academic Achievement Standards and rigorous State Academic Assessments.

The United States Department of Education - Title I, Part A: Improving the Academic of the Disadvantaged is a continuation and formula grant for the 2026-2027 school year. The Federal Programs Department will request an estimated $81,597,154 in funding (estimated allocation of $80,218,881 and estimated roll forward of $1,378,272). The grant will be managed by the department. The District will serve a total of 161 public schools designated as Title I (89 elementary, 21 middle, 8 combination elementary to secondary, and 43 charter schools). Additionally, 93 nonpublic schools, 19 institutions for neglected youth and 3 Title I DJJ Institutions for delinquent youth will receive Title I services for students, teachers, and families. For more information, please contact Luwando Wright, Director of Federal Programs.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $81,597,154. The source of funds is the U.S. Department of Education through the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY27	New grant	6/9/2026	United States Department of Education	$81,597,154
Total Grant Amount				$81,597,154

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Title I, Part A by providing students with a fair, equitable, and significant opportunity to receive a high-quality education while achieving proficiency on rigorous state academic standards and assessments. This funding effectively bridges achievement gaps by ensuring all learners have the resources necessary to meet and exceed state performance benchmarks.
School Selection/Prioritization	School sites are selected based on a qualification threshold of 61% or more of the K–8 student population receiving free or reduced-price meals. This eligibility also extends to designated combination schools serving grades 6–12, ensuring their continued access to essential support through Title I, Part A grant provisions.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup:

During the 2024–2025 school year, Title I students demonstrated measurable academic achievement in Mathematics and English Language Arts (ELA), as reflected in the data table below. Across grade levels, FAST assessment results show that a majority of students met or exceeded grade-level expectations, with ELA performance on FAST STAR Early Literacy, FAST STAR Reading, and FAST ELA assessments ranging from 48% to 59%, and Mathematics performance on FAST STAR Math and FAST Math assessments ranging from 41% to 63%. At the secondary level, End of Course (EOC) assessment results further indicate strong academic outcomes, with pass rates reaching as high as 100% in Geometry, 92% in Biology, and 92% in Civics across select grade levels. FAST and EOC assessment data for the 2025–2026 school year will not be available until the end of July. Therefore, based on current performance trends and continued instructional supports, the percentage of Title I students scoring at or above grade level in Mathematics and Reading is projected to increase by approximately 3% during the 2026–2027 school year.

Measurable Outcomes of Title I students during the 2024-25 school year:

Grade Level	FAST STAR Early Literacy (ELA)	FAST STAR Reading (ELA)	FAST ELA	FAST STAR Math	FAST Math	Algebra 1 EOC	Geometry EOC	Biology EOC	Civics EOC	US History EOC
K	57%	N/A	N/A	55%	N/A	N/A	N/A	N/A	N/A	N/A
1st	N/A	58%	N/A	59%	N/A	N/A	N/A	N/A	N/A	N/A
2nd	N/A	48%	N/A	57%	N/A	N/A	N/A	N/A	N/A	N/A
3rd	N/A	N/A	54%	N/A	63%	N/A	N/A	N/A	N/A	N/A
4th	N/A	N/A	56%	N/A	63%	N/A	N/A	N/A	N/A	N/A
5th	N/A	N/A	56%	N/A	57%	N/A	N/A	N/A	N/A	N/A
6th	N/A	N/A	59%	N/A	55%	N/A	100%	N/A	92%	N/A
7th	N/A	N/A	54%	N/A	52%	92%	100%	N/A	68%	N/A
8th	N/A	N/A	53%	N/A	41%	77%	92%	92%	38%	N/A
9th	N/A	N/A	54%	N/A	N/A	52%	80%	68%	N/A	67%
10th	N/A	N/A	58%	N/A	N/A	37%	53%	65%	N/A	61%
11th	N/A	N/A	N/A	N/A	N/A	48%	44%	65%	N/A	64%
12th	N/A	N/A	N/A	N/A	N/A	57%	24%	54%	N/A	48%

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Individual with Disabilities Education Act (IDEA) Part B, K-12 Entitlement Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Individual with Disabilities Education Act (IDEA) Part B, K-12 Entitlement Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• 34 CFR Part 300; Rule 6A-6.03411 FAC
If the Board Votes "Yes":	• If this grant is approved and awarded, the District will receive an estimated $58,000,000 in funding for the continuous support of the District's Exceptional Student Education (ESE) programs through supplemental funding for students with disabilities.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $58,000,000 in funding and will no longer receive supplemental funding to support the District's ESE programs. The District will be required to incur the total cost to support students per their Individualized Education Plans (IEP).
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• 100% of students with disabilities will receive a Free and Appropriate Public Education (FAPE) as outlined in their IEPs, as evidenced by documented implementation of IEP services and accommodations in compliance monitoring reports and progress reviews conducted each quarter.

Background/History
The IDEA Part B, K-I2 Entitlement grants are discretionary and non-competitive awards that provide funds to Districts to ensure children with disabilities in public, charter, and private schools have access to a free, appropriate public education. Funds are provided for special assistance, including paraprofessionals, nurses, and other professionals to support students with emotional/behavioral disorders, assistive technology, interpretation services for students who are deaf/hard of hearing, and program enhancements for students with autism. The District is required to educate all identified children with disabilities. Proportionate Share IDEA 2004 requires a

proportionate share of IDEA Part B, K-12 funds for services to eligible children with disabilities in private schools. IDEA K-12 is authorized by IDEA Part B, Section 611 for children ages 3 through 21.

The IDEA Part B, K-12 Entitlement is a continuation and non-competitive grant for the 2026-2027 school year. The ESE department anticipates an estimated $58,000,000 in funding. The grant will be managed by the department. For more information, please contact Diane Eagan, Executive Director of ESE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is estimated at $58,000,000. The source of funds is the Florida Department of Education, Bureau of Exceptional Education and Student Services (BEESS). There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$58,000,000
Total Grant Amount				**$58,000,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from IDEA K-12 to ensure students with disabilities in public, charter, and private schools have access to supplemental support and services.
School Selection/Prioritization	Funds are aligned to student needs across traditional, charter, and private schools.

Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

United States Department of Education - Title II, Part A: Supporting Effective Instruction Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission United States Department of Education - Title II, Part A: Supporting Effective Instruction Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• §1002.33, (Florida State Statue) (c) "Pursuant to 20 U.S.C. 8061 s. 10306, all charter schools shall receive all federal funding for which the school is otherwise eligible, including Title I funding, not later than 5 months after the charter school first opens and within 5 months after any subsequent expansion of enrollment. Such federal funds include, but are not limited to, Title I, Title II" • Title II, Part A of the ESEA, as amended by the Every Student Succeeds Act (ESSA), is a federal grant program, often acting as a key companion to Title I-A, designed to increase student achievement by enhancing teacher and principal quality, recruitment, and retention.
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $10,508,885 in funding to provide continuous supplemental professional development services, including teachers and administrators.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $10,508,885 in funding to provide continuous supplemental professional development services, including teachers and administrators.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Guardrail 2: Equity • Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment	• By the end of the 2026/27 school year, participating district departments funded by the grant will increase proficiency by 3% in each SMART Goal area. ELA (72% to 75%), Math (60% to 63%), Science (48% to 51%), Social Studies (33% to 36%), and Teacher Retention/Certification (48% to 51%). • By the end of the 2026/27 school year, all charter schools SMART Goals would improve by 3%. ELA (66% to 69%), Math (60% to 63%), Science (52% to 55%), Social Studies (48% to 51%), and Teacher Retention/Certification (48% to 51%). • By the end of the 2026/27 school year, all eligible Private Schools SMART Goals would improve by 3%. ELA (58% to 61%), Math (48% to 51%), Science (30% to 33%), Social Studies (25% to 28%), and Teacher Retention/Certification (51% to 54%).

Background/History
Title II, Part A is a federal grant that is used to improve teacher and principal quality which includes induction programs, professional development, professional growth support, equitable access to quality educators, and recruitment for hard-to-find educator positions. There are four major categories the grant supports: (1) Increasing student achievement consistent with challenging state academic standards, (2) Improving the quality and effectiveness of teachers and principals, (3) Increasing the number of teachers, principals, and other school leaders who are effective in improving student academic achievement, and (4) Providing low-income and minority students equitable access to effective teachers and principals.

The Title II, Part A: Supporting Effective Instruction is a continuation grant for the 2026-2027 school year. The Federal Programs Department will request an estimated $10,508,885 in funding. The grant will be managed by the department. The grant will serve all schools, including charter schools and eligible private schools. For more information, please contact Luwando Wright, Director of Federal Programs.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $10,508,885. The source of funds is the U.S. Department of Education through the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY27	New grant	6/9/2026	United States Department of Education	$10,508,885
Total Grant Amount				$10,508,885

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Title II, Part A through teacher improvement and principal quality which includes induction programs, professional development, professional growth support, equitable access to quality educators, and recruitment for hard-to-find educator positions.
School Selection/Prioritization	Title II, Part A funds are districtwide, and available to all charter schools and eligible private schools.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

United States Department of Education - Title IV, Part A: Student Support and Academic Enrichment Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission United States Department of Education - Title IV, Part A: Student Support and Academic Enrichment Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Title IV, Part A is authorized by Section 4101 of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA)(20 U.S.C. 7111). • Under Title IV, Part A, the Local Education Agency (LEA) must provide for the equitable participation of charter and private school students, teachers, and other educational personnel in charter and private schools located within the school district boundaries.
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $6,132,114 in funding for student support and academic enrichment.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $6,132,114 in funding for student support and academic enrichment.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity • Guardrail 3: School Support • Guardrail 4: Accountability • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	Title IV, Part A activities include but are not limited to the following: • Professional learning (PL) will be available for all staff focused on State-mandated instruction, per F.S. 1003.42, including but not limited to African and African American history, the history of the Holocaust, Hispanic contributions to the United States, and women's contributions to the United States. • PL will be available for all staff in creating safe and inclusive classrooms/schools where all students, staff, and

	visitors feel welcomed. • Supplemental support and activities in the areas of STEM, Civic Engagement, and College/Career Readiness will be available in select schools. This includes field trips and college tours. • All schools have the opportunity to provide students with supplemental support through mentoring, prosocial clubs, and extra-curricular activities designed to enhance their connectedness to their school community and increase their readiness for college, career, and life. • Instructional software and instructional technology implementation support will be available for all schools, as appropriate. • District support personnel will be funded to provide direct support to schools to improve instruction in environmental education, civic engagement, STEM education, and core curriculum. • District support personnel will be funded to provide direct support to students and families to improve their behavior, attendance, and grades while involved in the Juvenile Justice system or District Behavior Intervention Programs. • Equitable sharing with charter and private schools.

Background/History
Title IV, Part A is a federal grant that is used to provide supplemental support and academic enrichment for students and professional learning for school leaders and teachers. There are three major categories the grant supports: (1) well-rounded educational opportunities, (2) safe and healthy school conditions, and (3) effective use of technology.

The Title IV, Part A: Student Support and Academic Enrichment grant is a continuation and formula grant for the 2026-2027 school year. The Student Services Division will request an estimated $6,132,114 in funding. The grant will be managed by the division and will include all schools, including charter and private. For more information, please contact Dr. Jodi Washington, Director of School Culture and Student Support.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $6,132,114. The source of funds is the U.S. Department of Education through the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY27	New grant	6/9/2026	United States Department of Education	$6,132,114
Total Grant Amount				**$6,132,114**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Title IV, Part A through supplemental support and academic enrichment for students and professional learning for school leaders and teachers.
School Selection/Prioritization	An LEA must prioritize the distribution of Title IV, Part A funds to schools that: • have the greatest needs (as determined by the LEA), • have the highest percentages or numbers of low-income children, • are identified for targeted or comprehensive support and improvement, or • are identified as a persistently dangerous public elementary or secondary school under section 8532 of the ESSA.
Community / Stakeholder Engagement	LEAs must consult and collaborate with required stakeholders through meaningful consultation to plan the Title IV, Part A program activities. This includes consultation with charter and private school officials.
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	LEAs may use no more than a maximum of 15% of funds allotted to Effective Use of Technology for equipment and infrastructure (e.g. devices, equipment, software and digital content infrastructure technology).

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Department of Education - Title III, Part A English Language Acquisition Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Florida Department of Education - Title III, Part A English Language Acquisition Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $4,577,290 in funding/in-kind services to support English Language Learners (ELL) English proficiency and academic achievement.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $4,577,290 in funding/in-kind services to support ELLs English proficiency and academic achievement.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy • Goal 4: College & Career Readiness • Guardrail 2: Equity • Guardrail 3: School Support • Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• By the end of the 2027 school year, the percentage of English Language Learners (ELLs) making progress toward English language proficiency on ACCESS for ELLs will increase from 57% to at least 60%. • By the end of the 2027 school year, the percentage of ELLs reaching English language proficiency on ACCESS for ELLs will increase from 17% to 20%.

Background/History
This project will supplement instructional and non-instructional components, at the District and school levels, geared toward the improvement of English proficiency and academic achievement of ELLs. It includes the implementation of supplemental services such as professional learning, parent training, support services such as interpreters, tutoring, and instructional materials to provide personalized learning opportunities for approximately 30,000 ELLs in all schools, charter schools, and private schools.

The Florida Department of Education – Title III, Part A English Language Acquisition is a continuation and formula grant for the 2026-2027 school year. The Bilingual/ESOL Department will request an estimated $4,577,290 in funding/in-kind services. The grant will be managed by the department. For more information, please contact Victoria Saldala, Director of Bilingual/ESOL.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $4,577,290. The source of funds is the Bureau of Student Achievement Through Language Acquisition (SALA) through the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$4,577,290
Total Grant Amount				**$4,577,290**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Title III, Part A through personalized learning opportunities including the implementation of supplemental professional learning, parent training, support services such as interpreters, tutoring, and instructional materials.
School Selection/Prioritization	All schools with English Language Learners.

Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Department of Education - Adult General Education (AGE), Integrated English Literacy and Civics Education (IELCE), and Corrections Education Grant Applications

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Florida Department of Education - Adult General Education (AGE), Integrated English Literacy and Civics Education (IELCE), and Corrections Education Grant Applications.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive $3,527,476 in funding to support adult and community education learners to increase academic skills, credential attainment, and workforce training.
If the Board Votes "No":	• If these grant applications are not approved, the District will lose the opportunity to receive $3,527,476 in funding to support adult and community education, learners.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• By June 30, 2027, Broward County Public Schools adult and community education programs will increase enrollment by 20% and Measurable Skill Gains by 15%.

Background/History
BCPS is requesting $3,527,476 to supplement adult basic education, General Educational Development (GED) preparation, career advisement, ELL assistance, and family literacy for the adult students of Broward County. The schools included are the following:

AGE	IELCE	Corrections Education
Atlantic Technical College Community School North Community School South Dave Thomas Education Center Henry D. Perry Education Center McFatter Technical College Sheridan Technical College Whiddon Rogers Education Center	Atlantic Technical College Community School North Community School South Henry D. Perry Education Center McFatter Technical College Sheridan Technical College	Whiddon Rogers Education Center

The Florida Department of Education Adult General Education (AGE), Integrated English Literacy and Civics Education (IELCE), and Corrections Education are new, discretionary, non-competitive grants for the 2026-2027 school year. The Career, Technical, Adult and Community Education (CTACE) Department will request $3,527,476 in funding ($2,646,828 for AGE, $780,648 for IELCE, and $100,000 for Corrections Education). These grants will be managed by the CTACE Department. For more information, please contact Maria Formoso, Director of CTACE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $3,527,476. The source of funds is from the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$3,527,476
Total Grant Amount				**$3,527,476**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from AGE, IELCE and Corrections Education through supplementing adult basic education, GED preparation, workforce preparation, English Language Learner (ELL) language proficiency, and family literacy for the adult students of Broward County.
School Selection/Prioritization	School sites are selected based on district Workforce-funded locations.

Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Department of Education – Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Career and Technical Education Secondary Programs Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Florida Department of Education – Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Career and Technical Education (CTE) Secondary Programs Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive $2,975,047 in funding to support the academic, career, and technical skills of secondary education students who elect to enroll in career and technical education programs.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive $2,975,047 in funding to support the academic, career, and technical skills of secondary education students who elect to enroll in career and technical education programs.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• Secondary education students who elect to enroll in career and technical education programs and programs of study will enhance their knowledge and technical and employability skills.

Background/History
The Career, Technical, Adult, and Community Education (CTACE) Department Grant funds will support the academic, career, and technical skills of secondary education students who elect to enroll in career and technical education programs. Schools included are:

BCPS Schools	BCPS Charter Schools
All 6-12 Combination Schools	Coral Springs Charter
All Middle Schools	Pines Charter
All High Schools	Somerset Arts Conservatory
All Non-Traditional Schools	Somerset Academy Charter High School

The Florida Department of Education – Perkins V Career and Technical Education Secondary Grant is a new, discretionary, non-competitive grant for the 2026-2027 school year. CTACE has requested $2,975,047 in funding. This grant will be managed by the CTACE department. School eligibility is based on programs meeting size, scope, and quality, as well as local labor market alignment as required by Carl D. Perkins Secondary Grant parameters. For more information, please contact Maria Formoso, Director of CTACE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $2,975,047. The source of funds is the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$2,975,047
Total Grant Amount				**$2,975,047**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Perkins V Career and Technical Education Secondary Grant funding by increasing student access to industry-recognized credentials and high-demand career pathways, resulting in improved outcomes related to technical skill attainment, graduation pathways, and postsecondary readiness. Schools are better positioned to align their programs with local labor market demands, strengthening connections between education and workforce needs while increasing the overall value of CTE offerings to students.

School Selection/Prioritization	School sites are selected based on programs meeting size, scope, and quality, as well as local labor market alignment. This includes schools that provide sufficient course sequencing that allows students to fully complete a program of study, provide access to work-based learning or extended learning experiences, and align program offerings to documented local workforce demand. In addition, eligible programs must support opportunities for students to earn industry-recognized credentials, utilize current and relevant equipment and instructional materials as required by Carl D. Perkins Secondary Grant parameters.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Diagnostic & Learning Resources System Associate Centers (FDLRS ACs) Grant Applications

Board Meeting Date: June 9, 2026

Requested Action:
Approve the pre-submission Florida Diagnostic & Learning Resources System Associate Centers (FDLRS ACs) Grant Applications.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Section 1006.03, Florida Statutes
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $1,381,691 in funding to support the District's Exceptional Student Education (ESE) program by providing services and support to students with disabilities.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $1,381,691 in funding to support the District's ESE program by providing services and support to students with disabilities.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• By June 2027, 100% of children aged three to five years old who are at risk of or suspected of developing a disability and are referred to FDLRS will receive a developmental screening by the FDLRS Child Find Program. • 100% of School Transformation Office (STO) schools will receive priority to participate in professional learning opportunities provided by the FDLRS Project during the 2026-2027 school year. • By June 2027, 100% of parent training opportunities and resources provided by the FDLRS Project will be accessible to parents to support their meaningful involvement in their child's school.

Background/History:
The FDLRS grant is an Individuals with Disability Education Act (IDEA) State Funded and non-competitive Project providing instructional support services to ESE programs in school districts statewide. The four central functions of the FDLRS Associate Center are Child Find, Parent Services, Human Resource Development, and Technology. Funding also supports the implementation of the Professional Learning Alternatives (PLA) online modules, which are designed to provide Florida teachers with widely available, easily accessible opportunities to increase their competencies in the area of ESE. Statutory authority for implementing FDLRS Associate Centers is in Section 1006.03, Florida Statutes.

The Florida Diagnostic and Learning Resources System Associate Centers is a new and non-competitive grant for the 2026-2027 school year. The ESE Department will request an estimated $1,381,691 ($1,352,221 from ACs and $29,470 from ACs State) in funding. The grant will be managed by the ESE department. All schools are included, and priority is given to schools that are supported by STO. For more information, please contact Diane Eagan, Executive Director of ESE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $1,381,691. The source of funds is the Bureau of Exceptional Education and Student Services (BEESS) through the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$1,381,691
Total Grant Amount				**$1,381,691**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	FDLRS strengthens schools by offering high-quality professional learning opportunities and effective evidence-based instructional strategies to equip educators with the skills and knowledge necessary to address the diverse needs of students with disabilities. FDLRS provides targeted resources and program support to schools to ensure that schools can implement interventions and adapt their practices to best serve the individual needs of students. FDLRS supports parents to engage in strong partnerships between schools and families. As a result of these combined efforts, professional learning, evidence-based strategies, targeted resources, and parent engagement, schools are able to provide stronger instruction, initiate earlier interventions, and ultimately achieve improved student outcomes.
School Selection/Prioritization	Schools are selected and prioritized based on their ESSA category rating of Comprehensive Support & Improvement (CS&I), Targeted Support & Improvement (TS&I), and Additional Targeted Support & Improvement (ATS&I). Additionally, low performing schools in the School Transformation Office and schools identified in need of intensive support and improvement receive high priority for professional learning opportunities and services from FDLRS.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Individual with Disabilities Education Act (IDEA) Part B, Preschool Entitlement Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Individual with Disabilities Education Act (IDEA) Part B, Preschool Entitlement Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• 34 CFR Part 300; Rule 6A-6.03411 FAC
If the Board Votes "Yes":	• If this grant is approved and awarded, the District will receive an estimated $1,300,000 in funding for the continuous support of the District's Exceptional Children Education (ESE) programs through supplemental funding for preschool childrens with disabilities.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $1,300,000 in funding and will no longer receive supplemental funding to support the District's ESE programs. The District will be required to incur the total cost to support these childrens per their individualized education plans (IEPs).
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• 100% of preschool childrens with disabilities will receive a Free and Appropriate Public Education (FAPE) as outlined in their Individualized Education Programs, as evidenced by documented implementation of IEP services and accommodations in compliance monitoring reports and progress reviews conducted each quarter.

Background/History
The IDEA Part B, Preschool Entitlement is a discretionary and non-competitive grant that provides funds to Districts to ensure children with disabilities in public, charter, and private schools have access to a free, appropriate public education. Funds are provided for special assistance, including paraprofessionals, nurses, professionals to work with children with emotional/behavioral disorders, assistive technology, interpretation services for children who are deaf/hard of hearing,

developmentally delayed and program enhancements for children with autism. The District is required to educate all identified preschool children with disabilities.

The Office of Special Education Programs requires the District to transition children from Early Steps/Part C (birth-two program) to IDEA Part B programs by their third birthday. To meet these requirements, the District must evaluate children and conduct IEP meetings. Staff members conduct children's assessments and utilize specific testing instruments to evaluate children for program eligibility. Proportionate Share IDEA 2004 requires a proportionate share of IDEA Part B, Preschool funds for services to eligible children with disabilities in private schools. IDEA Preschool is authorized by IDEA Part B, Section 619 for children ages three through five.

The IDEA Part B, Preschool Entitlement is a continuation and non-competitive grant for the 2026-2027 school year. The ESE department anticipates an estimated $1,300,000 in funding. The grant will be managed by the department. For more information, please contact Diane Eagan, Executive Director of ESE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is estimated at $1,300,000. The source of funds is the Florida Department of Education, Bureau of Exceptional Education and Children Services (BEESS). There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$1,300,000
Total Grant Amount				**$1,300,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from IDEA Preschool to ensure children with disabilities in public, charter, and private schools have access to supplemental support and services.
School Selection/Prioritization	Funds are aligned to children needs across traditional, charter, and private schools.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Department of Education – Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Career and Technical Education Postsecondary Programs Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Florida Department of Education – Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Career and Technical Education Postsecondary Programs Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive $818,446 in funding to support the academic, career, and technical skills of postsecondary education students who elect to enroll in Career and Technical Education (CTE) programs.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive $818,446 in funding to support the academic, career, and technical skills of postsecondary education students who elect to enroll in CTE programs.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• Post-secondary education students who elect to enroll in career and technical education programs and programs of study will enhance their knowledge and their technical and employability skills.

Background/History
The purpose of the Perkins V Postsecondary Grant is to support students who enroll in post-secondary level CTE Programs at the Broward Technical Colleges with the primary goal of developing academic and technical skills to ensure students are career-ready.

The Florida Department of Education – Perkins V CTE Postsecondary Grant is a continuation and formula grant for the 2026-2027 school year. The Career, Technical, Adult, and Community Education (CTACE) Department has been allocated $818,446 in funding to support career pathways in our post-secondary technical colleges. Schools included are: Atlantic Technical College, McFatter Technical College, and Sheridan Technical College. This grant will be managed by the CTACE Department. For more information, please contact Maria Formoso, Director of CTACE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $818,446. The source of funds is the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$818,446
Total Grant Amount				$818,446

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Perkins V Career and Technical Education Postsecondary through the support of postsecondary education students who elect to enroll in career and technical education programs.
School Selection/Prioritization	School sites are selected based on programs meeting size, scope, and quality, as well as local labor market alignment as required by Carl D. Perkins Postsecondary Grant parameters.

Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Department of Education - Adults with Disabilities (AWD) Entitlement Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Florida Department of Education - Adults with Disabilities (AWD) Entitlement Grant Application.

General Information

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

District-zone Impact/Board Member: District 1, 2 & 3	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive $800,000 in funding to provide adults with disabilities workforce skills and independent skills training.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive $800,000 in funding to provide adults with disabilities workforce skills and independent skills training.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• By June 2027, the number of adult participants with disabilities will increase their employability skills by 20%.

Background/History
The Florida Department of Education Vocational Rehabilitation: Adults with Disabilities (AWD) is a new, discretionary, and non-competitive grant for the 2026-2027 school year. The District has been allocated $800,000 in funding. This funding will provide adults with disabilities the opportunity for enhancement of skills consistent with their abilities and needs. The program is an evidenced based approach and provides a range of bundled services, including those available through Florida's Division of Vocational Rehabilitation (DVR). The program helps adults with disabilities prepare for the workforce by identifying career paths and learning basic skills, including employment and financial management, to achieve and sustain economic security and self-sufficiency. The schools included in the grant are Whiddon-Rogers Education Center, Whispering Pines Center, and The Quest Center. This grant will be managed by the Career, Technical, Adult, and Community Education (CTACE) Department. For more information, please contact Maria Formoso, Director of CTACE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $800,000. The source of funds is the Florida Department of Education Vocational Rehabilitation. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$800,000
Total Grant Amount				**$800,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from AWD by supporting adults with disabilities to strengthen workforce training, independent living, and employability outcomes.
School Selection/Prioritization	School sites are selected based on historical location placement from the inception of the grant (2000/2001). The Quest has been added to expand access to current Exceptional Student Education (ESE) students aged 18>.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

United States Department of Education - Title I, Part D: Neglected and Delinquent Youth Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission United States Department of Education - Title I, Part D: Neglected and Delinquent Youth Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• F.S 39.0016 • § 1003.01, § 1003.52, and § 1003.57 (Florida Education Code) • "Pursuant to §§ 39.0016 and 1003, Florida Statutes, school districts are required to ensure continuity of educational services for students who are delinquent, dependent, neglected, or placed in residential or detention settings."
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $363,630 in funding for the continuous support of supplemental services for neglected and delinquent students.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $363,630 in funding for the continuous support of supplemental services for neglected and delinquent students.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• In 2024–2025, 19% of neglected and delinquent students who took a Mathematics and Reading assessment scored above grade level based on PM3 or identify data source. PM3 data for the 2025-2026 school year is not available until the end of July. Therefore, the percentage of neglected and delinquent students who score above grade level on the Mathematics and Reading assessments is expected to increase by 3% for the 2026–2027 school year.

Background/History
Title I, Part D funds are for residential prevention and intervention programs for youth who are delinquent or at risk of dropping out of school. The Florida Department of Education identifies institutions to be served and the number of students for whom funding is allocated. Title I-funded planning and support services will be coordinated with the Student Services Division, the Department of Juvenile Justice System, health and social services providers, and vocational education programs that are designed to meet the needs of youth in at-risk situations.

The United States Department of Education - Title I, Part D: Neglected and Delinquent Youth is a continuation and formula grant for the 2026-2027 school year. Federal Programs in collaboration with the Student Services Division will request an estimated $363,630 in funding. The grant will be managed by both departments. The schools included are three delinquent sites: Broward Regional Juvenile Detention Center, Pace Center for Girls, and Whiddon Rogers Education Center (Paul Rein, Conte, North Broward, Bureau & Main Jail), and 20 neglected sites: Abrinth Girls Group Home, Adolescent Home, Apollo House Teen Boys, Arris Girls Group Home, Cresent House-Teen Boys, Children Abilities Center, Children's Harbor, Educational Advantage Home for Boys, JAFCO Emergency Shelter, JAFCO Group Homes, Hope House, Lilac Avidity Agency, Living Legends Boys Home, Lighthouse Project Touch, Reyna Group Home Inc. Hollywood, Reyna Safe Haven, Reyna Group Home-Swaying Palms, Safe Place, Sable – Avidity Agency, and SOS Children Village. For more information, please contact Luwando Wright, Director of Federal Programs, and Saemone Hollingsworth, Chief Student Services Officer.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $363,630. The source of funds is the U.S. Department of Education through the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	United States Department of Education	$363,630
Total Grant Amount				**$363,630**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Title I, Part D through supporting residential prevention and intervention programs for youth who are delinquent or at risk of dropping out of school.
School Selection/Prioritization	School sites are selected based on students that are enrolled in neglected or delinquent sites.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Department of Education - Title IX, Part A (TIXPA) - Education of Homeless Children and Youth Project (EHCY) Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Florida Department of Education - Title IX, Part A (TIXPA) - Education of Homeless Children and Youth Project (EHCY) Grant Application.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $155,069 in funding to support students experiencing homelessness.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $155,069 in funding to support students experiencing homelessness.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• The grant application identifies three focus-area goals to be achievd by Tuesday, June 30, 2027: the Homeless Student Identification Rate (HSIR) will reach 5.5% of the free and reduced-price lunch enrollment; the Homeless Student Attendance Rate (HSAR) will be 90% or higher; and the Homeless Student Promotion Rate (HSPR) will be 94% or higher.

Background/History
As defined by Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), each homeless child or youth will have equal access to the same free, appropriate public education and be provided services comparable to those offered to other students in the school. Resources and services include school uniforms, backpacks, school supplies, coordination of out-of-boundary District school bus transportation (to remain at the school of origin), free school meals, and access to after-school enrichment opportunities.

The Florida Department of Education: Title IX, Part A (TIXPA) - Education of Homeless Children and Youth Project (EHCY) is a competitive and new grant for the 2026-2027 school year. The Student Services Department has requested an estimated $155,069 in funding. The grant will be managed by the department and will include public and charter schools (PreK-12) district-wide. For more information, please contact Marisa Sotelo, Director of Student Services Department.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $155,069. The source of funds is the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Florida Department of Education	$155,069
Total Grant Amount				**$155,069**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit from Title IX by ensuring homeless children and youth have equal access to a free, appropriate public education, providing comparable services to those offered to other students in the school.
School Selection/Prioritization	All District and Charter schools are selected.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Multiagency Service Network for Students with Emotional/Behavioral Disabilities (SEDNET) Grant Applications

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission Multiagency Service Network for Students with Emotional/Behavioral Disabilities (SEDNET) Grant Applications.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Chapter 1006.04, Florida Statutes, titled "Educational multiagency services for students with severe emotional disturbance."
If the Board Votes "Yes":	• If this grant award is approved and awarded, the District will receive $117,761 in funding for a percentage of salary for one (1) SEDNET Coordinator who assists in reducing barriers, making it easier for students with emotional/behavioral needs and their families to get the services they need. Through interagency meetings and collaboration, SEDNET helps school districts and other stakeholders build more sustainable, inclusive, evidence-informed systems of care.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive up to $117,761 in funding for a percentage of salary for one (1) SEDNET Coordinator who assists in reducing barriers, making it easier for students with emotional/behavioral needs and their families to get the services they need. Through interagency meetings and collaboration, SEDNET helps school districts and other stakeholders build more sustainable, inclusive, evidence-informed systems of care.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• Additional Backup illustrates a detailed summary on the evaluation elements, assistance, and initiatives SEDNET has for its Measurable Outcomes/ROIs.

Background/History
In 1984, the Florida Legislature formally established SEDNET via Chapter 1006.04. The initial goal was to reduce reliance on residential institutions and instead provide "wrap-around" community-based services through coordinated planning across education, mental health, child welfare, and juvenile justice agencies. These interagency teams helped many children return from out-of-state placements into their home communities. SEDNET continues to operate as an IDEA Funded grant program through the Florida Department of Education, Bureau of Exceptional Education and Student Services (BEESS). Its mission is still centered on systems of care: building interagency collaboration, engaging families, and supporting students with emotional/behavioral disabilities.

SEDNET is a network of 19 regional projects that are comprised of major-child serving agencies, community-based service providers, students, and their families. Local school districts serve as fiscal agents for each local regional project. Within this framework, SEDNET focuses on developing interagency collaborations, working to sustain partnerships among professionals and families in education, mental health, substance abuse, child welfare, and juvenile justice systems. These efforts support children and youth with or at-risk of Emotional/Behavioral Disabilities (E/BD). The district represents Region 10, and the grant funds 90% Salary and Fringe (58% TAPS 26C017, 32% TAPS 26C018) for the SEDNET Coordinator (SBBC: District Coordinator, Severely Emotionally Disturbed Network).

The Multi-agency Service Network for Students with Emotional/Behavioral Disabilities (SEDNET) is an IDEA Funded non-competitive grant for the 2026-2027 school year. The Exceptional Student Education Support/Compliance Department has requested $117,761 in funding. This grant will be managed by the department. For more information, please contact Diane Eagan, Executive Director of Exceptional Student Education.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $117,761. The source of funds is the Florida Department of Education (IDEA, Part B & Federal Grants Trust (IDEA Part B). There is a financial impact to the District from the General Fund as the grant appropriation ($117,761) does not cover the full salary and fringe range of the Curriculum Supervisor, Severely Emotionally Disturbed Network (Educational Support & Management Association of Broward, Inc. (ESMAB) position.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY27	New grant	6/9/2026	Florida Department of Education	$117,761
Total Grant Amount				**$117,761**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools will receive technical assistance and professional learning for Students with Emotional/Behavioral Disabilities.
School Selection/Prioritization	All District schools are eligible to receive services.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup:
Measurable Outcome(s)/Return on Investment continued:

For 2026-27, SEDNET will utilize the following evaluation elements for program evaluation:

1. Collect Information: SEDNET may gather numbers and feedback through different methods—such as surveys, teacher rating forms, evaluations, and monthly reports. They may also look at informal surveys or need assessments from different stakeholder groups.
2. Review Results: Outcome information may include student grades, behavior data, discipline incidents, graduation rates, and state performance indicators listed in the SPP/APR.
3. Analyze the Information: SEDNET will review the data to find out what is working well, what is getting in the way, and whether any changes to the project are needed.
4. Follow Up: Projects will check whether schools and community partners are using the products, services, or training they receive. Follow-up may include group coaching, checklists, and online surveys. Projects may also look at school- or community-level results—such as discipline data, community mental health information, or surveys about training—to see if the work is helping achieve the goals.
5. Meet Performance Goals: Each project must meet minimum goals for every deliverable. Project staff must record the completion of each deliverable in the Project Tracking System (PTS) system and update progress within 15 days after each quarter. BEESS staff will monitor

project performance based on the data provided and make sure required deliverables are received, as required by Florida law.

During the 2025-2026 school year, SEDNET Region 10 (Broward County) provided technical assistance through consultation in coordinating services across multiple agencies and problem solving to remove or reduce barriers that prevent students from getting the support they need. Professional development sessions were provided on behavior management and behavioral support, trauma-informed strategies, and systems-of-care approaches. These efforts were aimed at supporting students with or at/risk of emotional and behavioral disabilities.

SEDNET Region 10 (Broward County) also engaged in Local Review Team (LRT), collaborative meetings with interagency stakeholders (DCF, DJJ, APD, Managing Entity-BBHC and community mental health providers) in planning for a coordinated system of care for children/youth to improve access to educational support and mental health resources available in the community (under another statute – Florida Statute 394.4955) related to children's mental health.

SEDNET Region 10 (Broward County) SEDNET Coordinator served as Chair of the Behavioral Health Partnership Committee and worked closely with staff who counsel students with emotional and behavioral disabilities.

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

United States Department of Education - Title I, Part C Basic: Education of Migratory Children Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the pre-submission United States Department of Education - Title I, Part C Basic: Education of Migratory Children Grant Application.

General Information

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

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Title I, Part C (Education of Migratory Children) is a federal requirement under the Elementary and Secondary Education Act (ESEA) which is authorized to ensure migrant children (ages 3-21) have access to high-quality education, supportive services, and academic record transfers.
If the Board Votes "Yes":	• If this grant application is approved and awarded, the District will receive an estimated $109,135 in funding for the continuous support of supplemental services for migrant students.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive an estimated $109,135 in funding for the continuous support of supplemental services for migrant students.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• The table in Additional Backup shows the percentage of tested migrant students that achieved proficiency on the FAST ELA and FAST Mathematics assessments. • By the end of the 2026–2027 school year, migrant students in grades 3–10 will increase proficiency in FAST ELA and Mathematics by at least three percentage points, demonstrating a measurable return on investment through improved student achievement outcomes aligned to program supports and services.

Background/History
The Title I Migrant Education Program (MEP) is a compensatory program designed to address many of the unmet needs of migratory students, including the needs of children enrolled in the migrant preschool program at Robert C. Markham Elementary School. In the Migrant Pre-K classroom, students will be engaged in a high-quality program centered on reading and academic success. This will include a strong foundation in language development and early literacy (i.e., phonological awareness, letter knowledge, written expression, book and print awareness, motivation to read, and early math number concepts and operations). The MEP will also address additional educational and social needs of migratory students by providing the following services: Early Intervention Preschool Program, Identification and Recruitment, Advocacy, Coordination of Services, Parental Involvement, and Dropout Prevention.

The United States Department of Education - Title I, Part C Basic: Education of Migratory Children is a continuation and formula grant for the 2026-2027 school year. The Federal Programs Department will request an estimated $109,135 in funding. This grant will be managed by the department. The grant includes one school, Robert C. Markham Elementary. For more information, please contact Luwando Wright, Director of Federal Programs

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The potential positive financial impact is $109,135. The source of funds is the U.S. Department of Education through the Florida Department of Education. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	United States Department of Education	$109,135
Total Grant Amount				**$109,135**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Title I, Part C (Migrant Education Program) supports schools by providing targeted resources and services for migratory students. It helps ensure continuity of learning, strengthens academic support through tutoring and interventions, and enhances schools' ability to monitor progress and meet compliance requirements. Overall, the program contributes to improved student outcomes.
School Selection/Prioritization	Students and families are identified for Title I, Part C services through eligibility screening and recruitment conducted across schools and community locations (e.g., farms, local agencies, and community organizations). Once identified, schools and families are prioritized based on factors such as recent moves, academic need, interrupted schooling, and risk of not meeting state standards, ensuring that services are directed to those with the greatest need.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup:

Measurable Outcomes of tested migrant students that achieved proficiency on the FAST ELA and FAST Mathematics assessments:

FAST	Third	Fourth	Fifth	Sixth	Seventh	Eighth	Ninth	Tenth
ELA	41%	38%	42%	56%	36%	33%	50%	29%
Mathematics	44%	13%	46%	0%	55%	22%		

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

2026 P3 Eco-Challenge School Recognition Program Grant Applications

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission the 2026 P3 Eco-Challenge School Recognition Program Grant Applications.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If these grant applications are approved, the District will receive $7,400 in funding to support the Broward P3 Eco-Challenge School Recognition Program.
If the Board Votes "No":	• If these grant applications are not approved, the District will lose the opportunity to receive $7,400 in funding to support the Broward P3 Eco-Challenge School Recognition Program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Increase learning gains for students through green initiative projects that will be measured by science standard assessments, rubrics, student participation, and teacher observation.

Background/History
The P3 Eco-Challenge School Recognition Program is a collaborative effort between Broward County Public Schools and its partners, the Environmental Planning & Community Resilience Division, and the Environmental Education Council of Broward County to recognize public schools that encourage cultures of sustainability within their school communities. The Broward P3 Eco-Challenge engages and rewards schools, teachers, students, administrators, and volunteers in learning about and implementing environmentally sustainable measures and green initiatives within their schools and communities. All applications were written and developed by the nominators and their school's green team.

The P3 Eco-Challenge School Recognition Program is a new and competitive grant for the 2025-2026 school year. The Applied Learning Department has been awarded $7,400 in funding. All schools are eligible to apply for the grant. For more information, please contact Dr. Lisa Milenkovic, STEM + Computer Science Supervisor of the Applied Learning Department. The P3 awarded schools will manage their grant activities and funds. Schools included are:

School	Principal	Project Total
Beachside Montessori Village PreK-8	Nancy Long	$2,000
New River Middle School	Lezondra Harris	$1,000
Annabel C Perry PreK-8	Jennifer O'Neal	$500
Central Park Elementary School	Lori Turner	$500
Coconut Creek High School	Dr. Nicole Nearor	$500
Sawgrass Springs Middle School	Melinda Frame-Wessinger	$500
Silver Lakes Middle School	Errol Evans	$500
Coconut Creek K-8 Academy of Excellence	Jocelyn Reid	$200
Hallandale High School	Paula Peters	$200
Margate Middle School	Sabine Phillips	$200
Miramar High School	Winfred Porter	$200
Nob Hill Elementary School	Traci Porter	$200
Riverland Elementary School	Oslay Gil	$200
Silver Shores STEAM Academy K-8	Dr. Jonathan Leff	$200
Virginia Shuman Young Montessori	Cynthia Felton	$200
Floranada Elementary School	Luke Balchaitis	$100
Park Springs Elementary School	Denise Hanson	$100
Sandpiper Elementary School	Camille LaChance	$100
TOTAL		$7,400

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $7,400. The source of funds are the external sponsors of the P3 Eco-Challenge. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY27	New grant	6/9/2026	External sponsors of the PS Eco-Challenge	$7,400
Total Grant Amount				**$7,400**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Schools benefit with additional funds for their environmentally sustainable measures and green initiatives within their schools and communities.
School Selection/Prioritization	School sites are selected based on applications written and developed by the nominators and their school's green team.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Annette Urso Rickel Foundation Grant through the Broward Education Foundation

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission Annette Urso Rickel Foundation Grant through the Broward Education Foundation.

General Information

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

District-zone Impact/Board Member: District 2	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, Whispering Pines Education Center will receive $6,000 in funding to support the school's STEAM project initiative.
If the Board Votes "No":	• If this grant application is not approved, Whispering Pines Education Center will lose $6,000 in funding to support the school's STEAM project initiative.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide hands-on learning experiences where STEAM learning meets service learning through 3D printing and resin creations.

Background/History
Whispering Pines Education Center has been awarded a grant to support the school's "Pay It Forward Through 3D Printing & Resin Creations" project. The project combines STEAM instruction with service learning, allowing students to design and create personalized 3D-printed and resin-crafted items that promote kindness, connection, and community engagement. Grant funds will be used to purchase 3D printing equipment, resin casting materials, safety supplies, and instructional consumables needed to implement the project. These resources will provide students with hands-on learning opportunities while fostering social-emotional growth, creativity, and a sense of purpose through meaningful acts of service.

The Annette Urso Rickel Foundation Grant is a new and competitive grant for the 2025-2026 school year. Whispering Pines Education Center has been awarded $6,000 in funding. Schools, individuals, and other educational organizations who are developing STEAM initiatives and have 501(c)(3) status are eligible to apply. The grant will be managed by the school. For more information, please contact Neal Cain, (Acting) Principal of Whispering Pines Education Center.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $6,000. The source of funds is Annette Urso Rickel Foundation through the Broward Education Foundation. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY26	New grant	6/9/2026	Annette Urso Rickel Foundation through the Broward Education Foundation	$6,000
Total Grant Amount				**$6,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Whispering Pines Education Center will be positively impacted with additional funds for the school's "Pay It Forward Through 3D Printing & Resin Creations" project.
School Selection/Prioritization	Schools, individuals, and other educational organizations who are developing STEAM initiatives and have 501(c)(3) status are eligible to apply.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Blue Foundation & Florida Literacy Coalition - Health Literacy Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission Florida Blue Foundation & Florida Literacy Coalition - Health Literacy Grant application.

General Information

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

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, Atlantic Technical College and High School will receive $5,000 in funding to support the school's Family Health and Wellness program.
If the Board Votes "No":	• If this grant application is not approved, Atlantic Technical College and High School will lose $5,000 in funding to support the school's Family Health and Wellness program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Increase health literacy of adult students and their families through health education.

Background/History
The Family Health and Wellness program at Atlantic Technical College – Arthur Ashe Jr. Campus will reduce health disparities for low-income students and their families by strengthening the health education component of the adult English as Second Language literacy program. This will be accomplished through curriculum development and teacher training; implementing student project-based learning activities aimed at increasing health knowledge while building English language skills; and organizing a health and wellness fair that will provide health education and services to the community.

The Florida Blue Foundation & Florida Literacy Coalition - Health Literacy Grant is a new and competitive grant for the 2025-2026 and 2026-2027 school years. Government-based agencies that provide adult basic education/literacy, ESOL and/or family literacy instruction in Florida are eligible to apply. Atlantic Technical College & High School has been awarded $5,000 in funding. This grant will be managed by the school. For more information, please contact Neeta Rancourt, Principal of Atlantic Technical College & High School.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $5,000. The source of funds is Florida Blue Foundation through the Florida Literacy Coalition. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	6/9/2026	Florida Blue Foundation	$5,000
Total Grant Amount				**$5,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Atlantic Technical College and High School will be positively impacted with additional funds for the health literacy program.
School Selection/Prioritization	Government-based agencies that provide adult basic education/literacy, ESOL and/or family literacy instruction in Florida are eligible to apply for the grant.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Rachael Ray ProStart Grow Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission Rachael Ray ProStart Grow Grant application.

General Information

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

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, Deerfield Beach High School will receive $5,000 in funding to support the school's culinary program.
If the Board Votes "No":	• If this grant application is not approved, Deerfield Beach High School will lose $5,000 in funding to support the school's culinary program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Enhance students' culinary program through the incorporation of professional equipment and tools.

Background/History
The Rachael Ray ProStart Grow Grant is designed to support high school culinary arts programs by providing resources that help students gain hands-on experience with industry-standard tools and practices. Grant funds will be used to purchase professional kitchen equipment, culinary tools, and student chef uniforms, as well as to support educational field trips and competitive opportunities. These resources will enhance classroom instruction, strengthen the ProStart program, and better prepare students for postsecondary education and careers in the foodservice and hospitality industry.

The Rachael Ray ProStart Grow Grant is a new and competitive grant for the 2025-2026 school year. Deerfield Beach High School has been awarded $5,000 in funding. ProStart educators, high school family and consumer sciences instructors, and school administrators are eligible to apply. The grant will be managed by the school. For more information, please contact Jon Marlow, Principal of Deerfield Beach High School.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $5,000. The source of funds is Rachael Ray Foundation. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	6/9/2026	Rachael Ray Foundation	$5,000
Total Grant Amount				**$5,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Deerfield Beach High School will be positively impacted with additional funds for the school's culinary program.
School Selection/Prioritization	ProStart educators, high school family and consumer sciences instructors, and school administrators are eligible to apply.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Walmart Local Community Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission Walmart Local Community Grant application.

General Information

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

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, Attucks Middle School will receive $1,000 in funding to support student engagement and activities through incentives for good grades and student improvements garden.
If the Board Votes "No":	• If this grant application is not approved, Attucks Middle School will lose $1,000 in funding to support student engagement and activities through incentives for good grades and student improvements.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• Improved student outcomes through providing engaging experiences that motivate & improve emotional wellbeing.

Background/History
The awarded funds will be used to support students through engaging and challenging activities, continuous encouragement, and the celebration of both small and large achievements. Additionally, the funds will help educators strengthen students' foundations by providing incentives for good grades and student improvements.

The Walmart Local Community Grant is a new and competitive grant. Attucks Middle School has been awarded $1,000 in funding for the 2025-2026 school year. All schools that fit the donor's funding criteria are eligible to apply. The grant will be managed by the school. For more information, please contact Cassandra Adderley, Principal of Attucks Middle School.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $1,000. The source of funds is Walmart. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	6/9/2026	Walmart	$1,000
Total Grant Amount				**$1,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Attucks Middle School will be positively impacted with additional funds for student engagement and activities.
School Selection/Prioritization	All schools that fit the donor's funding criteria are eligible to apply for the grant.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Miami Dolphins High School Coach of the Week Award Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission Miami Dolphins High School Coach of the Week Award Grant application.

General Information

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

District-zone Impact/Board Member: District 5	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, Dillard High 6-12 will receive $1,000 in funding to support the school's football team.
If the Board Votes "No":	• If this grant application is not approved, Dillard High 6-12 will lose the opportunity to receive $1,000 in funding to support the school's football team.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• With additional funding, Dillard High 6-12's football program will enhance player safety, boost participation, and support overall team development.

Background/History
The Miami Dolphins High School Coach of the Week program recognizes South Florida coaches for their leadership, integrity, and performance. Winners are recognized through a small committee that evaluate and select head coaches based on their exemplifying excellence on and off the playing field. The awarded grant funds will be used to support Dillard High 6-12's football team.

The Miami Dolphins High School Coach of the Week Grant is a new grant for the 2025-2026 school year. The grant is open to honor the top high school head coaches each year. Dillard High 6-12 has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Alfred Broomfield, Principal of Dillard High 6-12.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.	
Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $1,000. The source of funds is the Miami Dolphins, LTD. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	6/9/2026	Miami Dolphins, LTD	$1,000
Total Grant Amount				**$1,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Dillard High 6-12 will be positively impacted with additional funds for their football team.
School Selection/Prioritization	Winners are recognized through a small committee that evaluate and select head coaches based on their exemplifying excellence on and off the playing field.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

ALDI Community Gift Card Program Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission ALDI Community Gift Card Program Grant application.

General Information

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

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, The Quest Center will receive $500 in funding to support students build independence through practical cooking, meal planning, and healthy living skills.
If the Board Votes "No":	• If this grant application is not approved, The Quest Center will lose $500 in funding to support students build independence through practical cooking, meal planning, and healthy living skills.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide hands-on instruction in the school's transition lab, where students learn to cook and make healthy food choices.

Background/History
Awarded grant funds will support hands-on instruction in The Quest Center's transition lab, where students learn to cook on a budget while making healthy food choices. Through guided practice in meal planning, grocery selection, and basic cooking skills, students build independence and develop habits that promote a healthy lifestyle through real-world, accessible experiences tailored to their individual needs.

The ALDI Community Gift Card Program Grant is a new and competitive grant. The Quest Center has been awarded $500 in funding for the 2025-2026 school year. Qualified nonprofits and schools committed to supporting after-school and out-of-school youth programs are eligible to apply for the grant. The grant will be managed by the school. For more information, please contact Andrea Swift, Principal of The Quest Center.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $500. The source of funds is ALDI. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	6/9/2026	ALDI	$500
Total Grant Amount				**$500**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The Quest Center will be positively impacted with additional funds for the transition lab, where students will build independence and develop healthy habits.
School Selection/Prioritization	Qualified nonprofits and schools committed to supporting after-school and out-of-school youth programs are eligible to apply for the grant.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Power & Light and Northeast Florida Regional STEM2 Hub Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission Florida Power & Light and Northeast Florida Regional STEM2 Hub Grant application.

General Information

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

District-zone Impact/Board Member: District 2	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, Pines Collegiate Academy 6-12 will receive $500 in funding to support the school's robotics program.
If the Board Votes "No":	• If this grant application is not approved, Pines Collegiate Academy 6-12 will lose $500 in funding to support the school's robotics program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Increased support to the FIRST LEGO League Challenge robotics program.

Background/History
Pines Collegiate Academy 6-12 has been awarded a grant to support the school's FIRST LEGO League Challenge robotics program. All purchased instructional materials funded through this grant will comply with SBBC Policy 4140 Instructional Materials, which ensures that all non-state adopted instructional materials be evaluated by the school staff and approved by the Office of Academics, prior to purchase.

The Florida Power & Light and Northeast Florida Regional STEM2 Hub Grant is a new and competitive grant for the 2025-2026 school year. Pines Collegiate Academy 6-12 has been awarded $500 in funding. Florida schools with a drone, robotic, or FIRST program in FPL's service area are eligible to apply. The grant will be managed by the school. For more information, please contact Shawn Aycock, Principal of Pines Collegiate Academy 6-12.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $500. The source of funds is Northeast Florida Regional STEM2 Hub. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY26	New grant	6/9/2026	Northeast Florida Regional STEM2 Hub	$500
Total Grant Amount				**$500**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Pines Collegiate Academy 6-12 will be positively impacted with additional funds for the school's FIRST LEGO League Challenge robotics program.
School Selection/Prioritization	Florida schools with a drone, robotic, or FIRST program in FPL's service area are eligible to apply.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

KidsGardening and RSM Garden Volunteer Event Grant Application

Board Meeting Date: June 9, 2026

Requested Action
Approve the post-submission KidsGardening and RSM Garden Volunteer Event Grant application.

General Information

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

District-zone Impact/Board Member: District 5	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the Board Votes "Yes":	• If this grant application is approved, Wingate Oaks Center will receive $300 in funding to support the school's gardens.
If the Board Votes "No":	• If this grant application is not approved, Wingate Oaks Center will lose $300 in funding to support the school's gardens.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Host a volunteer event that will provide hands-on learning experiences through the school's community garden.

Background/History
Grant funds will be used to purchase essential garden and beautification materials needed to prepare the campus for a one-day volunteer event. Funds will support the purchase of mulch, soil, and plants to refresh existing planters and garden beds, as well as supplies needed for general maintenance such as weeding, raking, and watering. Additional materials may include basic painting and repair supplies to touch up murals and secure existing fence block to improve safety and appearance. These improvements will help create a more welcoming, functional, and calming outdoor environment that supports students and enhances the overall learning space across the campus.

The KidsGardening and RSM Garden Volunteer Event Grant is a new grant for the 2026-2027 school year. Wingate Oaks Center has been awarded $300 in funding. All tax-exempt organizations that fit the donor's funding criteria were eligible to apply for the grant. The grant will be managed by the school. For more information, please contact Tarshe Freeman, Principal of Wingate Oaks Center.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	Not Applicable

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

Budget Impact Summary Statement:
The positive financial impact is $300. The source of funds is KidsGardening. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	6/9/2026	KidsGardening	$300
Total Grant Amount				**$300**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Wingate Oaks Center will be positively impacted with additional funds for their school gardens.
School Selection/Prioritization	All tax-exempt organizations that fit the donor's funding criteria were eligible to apply for the grant.
Community / Stakeholder Engagement	Not Applicable
End User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup: Not Applicable

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

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

TITLE:

Second Modification to the UCF FPCTP (Sheridan) Grant Agreement

REQUESTED ACTION:

Approve the Second Modification to the Florida Postsecondary Comprehensive Transition Program (FPCTP) Grant Agreement between The University of Central Florida (UCF) Board of Trustees and The School Board of Broward County, Florida. District 3

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Modification No.02

FINANCIAL IMPACT:

This is an extension of the budget term for an additional year. There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:	Romaneir Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 20, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Second Modification to the University of Central Florida - Florida Postsecondary Comprehensive Transition Program (FPCTP) Grant Agreement

Board Meeting Date: June 9, 2026

Requested Action
Approve the Second Modification to the Florida Postsecondary Comprehensive Transition Program (FPCTP) Grant Agreement between The University of Central Florida Board of Trustees (UCF) and The School Board of Broward County, Florida.

General Information

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

District-zone Impact/Board Member: District 3	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this second modification is approved, The University of Central Florida Board of Trustees will extend the grant budget period to June 30, 2027.
If the Board Votes "No":	• If this second modification is not approved, the University of Central Florida Board of Trustees will not be able to extend the budget period and the District will no longer be able to implement the FPCTP program.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• By June 30, 2028, the Build Your Future program will provide experiential workforce training and employment opportunities for 150 adult students with Intellectual Disabilities. The program will be judged successful by 75 percent of the students achieving measurable soft skills and showing mastery/completion of tasks upon program completion. In the intermediate term, 75 percent of the students will demonstrate increased independence in the workforce. Within two years of program completion, 50 percent of students will maintain employment with limited supports.

Background/History
On June 17, 2025, the School Board of Broward County, Florida approved the FPCTP Grant Agreement for the Build Your Future Program at Sheridan Technical College, with the period of performance extending through June 30, 2028. The budget for this agreement is approved on an annual basis and is currently set to end on June 30, 2026. This modification would extend the budget period for one additional year. The FPCTP serves adults with intellectual disabilities, providing career preparation and job coaching and placement in a chosen technical field. Participants are provided training to increase independent living skills and employability skills. The goal of the Build Your Future program is to increase students' employability skills and enable them to join the local workforce in sustained, non-subsidized employment.

This Grant Agreement is managed by the Career, Technical, and Adult Education (CTACE) Department. Contract Term: January 1, 2025 – June 30, 2028. For more information, please contact Maria Formoso, Director of CTACE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	January 1, 2025 – June 30, 2028
Multi-Year Agreement:	Yes
Procurement Method:	N/A

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

Budget Impact Summary Statement:
This is an extension of the budget term for an additional year. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY 26-27	Modification 2	6/9/2026	University of Central Florida	-
FY 25-26	Modification 1	8/19/2025	University of Central Florida	-
FY 24-25	New Grant	6/17/2025	University of Central Florida	$610,057
Total Grant Amount				**$610,057**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The Build Your Future program equips adults with intellectual disabilities with the skills and support they need to succeed in Career Technical Education programs and enter the workforce. By providing targeted instruction, career readiness training, and job placement support, the program strengthens schools' ability to deliver inclusive pathways that lead to industry certifications and employment.
School Selection/Prioritization	N/A
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup:

Exhibit 2: Modification No.02

August 19, 2025, Regular School Board Meeting - First Modification to the UCF FPCTP (Sheridan) Grant Agreement

June 17, 2025, Regular School Board Meeting - University of Central Florida FPCTP (Sheridan) Grant Agreement

MODIFICATION TO
FLORIDA POSTSECONDARY COMPREHENSIVE TRANSITION PROGRAM (FPCTP) AGREEMENT
Between
THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
And
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Modification No.: Mod 02 UCF Reference #: 14107033-010125-3.5-56

Type of Modification:

- ☒ Extension of Budget Period
- ☐ Change in Budget Categories
- ☐ Change in Scope of Work
- ☒ Change in Articles
- ☐ Change in Funding Amount
- ☐ Other

Description:

This modification is intended to release funding in the amount of $173,276.00 and authorize budget period from 07/01/2026 to 06/30/2027, in accordance with the following:

2. PERIOD OF PERFORMANCE

The second sentence of this article is deleted and replaced with the following:

The budget period began upon 01/01/2025 and shall not extend beyond 06/30/2027 unless the budget period is extended by written modification of this Agreement and agreed to by both parties' authorized personnel.

3. FINANCIAL SUPPORT

This article is deleted and replaced with the following:

This is a cost reimbursable Agreement in a sum not to exceed $610,057.00 Funding of $173,276.00 is hereby authorized, bringing the total cumulative obligated amount to $434,398.00.

The funds are awarded on a cost-reimbursable basis, to be invoiced quarterly and in accordance with the budget contained in Appendix C. Institution may re-budget as necessary to accomplish the scope of work and may carry over unspent funds upon submission and approval through **FCSUA Community.**

Upon receipt of an acceptable invoice that is approved by UCF, UCF shall pay Institution within thirty (30) days after the invoice date. Invoices shall include:

a. Agreement number
b. Invoice period
c. Summary of Activities
d. Costs incurred during invoice period, and cumulative costs to date

e. Institution financial contact
f. Certification on each invoice as to the truth and accuracy of the invoice

Invoices shall be submitted electronically via the : **FCSUA Community.**
UCF shall remit payment to Institution's remittance address identified in the Grant Proposal Cover Page in Appendix A.

4. NOTICES

The UCF contact information is hereby deleted and replaced with the following:

UCF Technical
W. Drew Andrews, EdD.
Director
Florida Center for Students with Unique Abilities (FCSUA)
University of Central Florida
4000 Central Florida Blvd.
PO Box 161250
Orlando, FL 32816-1250
Phone: 407-823-5225
Email: drew.andrews@ucf.edu, and fcsua@ucf.edu

UCF Administrative:
Maria Pichardo
Administrative Coordinator II
Teaching Academy
4000 Central Florida Blvd.
Orlando, FL 32816
Phone: 407-823-5290
Email: Maria.Pichardo@ucf.edu

UCF Contractual:
Subawards
Office of Research
3100 Technology Parkway, Suite 201
Orlando, FL 32826-3281
Phone: <Insert phone number>
Email: subawards@ucf.edu

Acceptance and Agreement:

The above-referenced modification(s) are hereby incorporated into the Agreement. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the authorized contractual representatives of parties hereto have executed this Modification on the dates set forth below:

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

_____

Authorized Official Signature

Name: Tameria C. Mace, MBA, CRA

Title: Associate Director, Sponsored Programs

Date: _____

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	FF-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Second Amendment to the CareerSource Broward ISY Program Agreement

REQUESTED ACTION:

Approve the Second Amendment to the CareerSource Broward In-School Youth (ISY) Program Sub-Grant Agreement between CareerSource Broward and The School Board of Broward County, Florida. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement
- FF-3 Response

FINANCIAL IMPACT:

The positive financial impact is $170,000. The source of funds is CareerSource Broward. There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:	Romaneir Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 20, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Second Amendment to the CareerSource Broward In-School Youth Program Sub-Grant Agreement

Board Meeting Date: June 9, 2026

Requested Action
Approve the Second Amendment to the CareerSource Broward In-School Youth (ISY) Program Sub-Grant Agreement between CareerSource Broward and The School Board of Broward County, Florida.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this Amendment is approved, CareerSource Broward will be able to amend the Sub-Grant Agreement to update the terms and decrease the number of participants from 75 to 65 for in-school youth who meet the Workforce Innovation and Opportunity Act (WIOA) eligibility requirements.
If the Board Votes "No":	• If this Amendment is not approved, CareerSource Broward will not be able to amend the Sub-Grant Agreement to support programs that serve in-school youth who meet the Workforce Innovation and Opportunity Act (WIOA) eligibility requirements.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• By June 30, 2027, BCPS Adult and Community Education will enroll 65 eligible in-school youth. Of those enrolled, at least 80% will earn a high school diploma, and 90% will achieve a Measurable Skill Gain (MSG) as defined by the Workforce Innovation and Opportunity Act (WIOA), including completion of academic coursework, attainment of an industry-recognized credential, or documented progress toward post-secondary education or employment.

Background/History
The CareerSource Broward ISY Program provides leadership, employability, and tutoring skills as well as dropout prevention and other services. The program design includes support for career pathway determination, employability and entrepreneurial training, resume and job

interview coaching and positive post-secondary placement with two years follow up supporting post-secondary pathway success (college, employment, or military).

On August 21, 2024, the School Board of Broward County, Florida, approved the ISY Sub-Grant Agreement, setting the budget and performance period to end on June 30, 2025, with an option for extension. The first amendment to this agreement was approved on June 17, 2025, further extending the budget and performance period, which is currently set to end on June 30, 2026. This second amendment allows for increased funding and extends the budget and performance period to June 30, 2027.

This Grant Agreement is managed by the Career, Technical, and Adult Education (CTACE) Department. Contract Term: August 21, 2024 – June 30, 2027. For more information, please contact Maria Formoso, Director of CTACE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	August 21, 2024 – June 30, 2027
Multi-Year Agreement:	Yes
Procurement Method:	N/A

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

Budget Impact Summary Statement:
The positive financial impact is $170,000. The source of funds is CareerSource Broward. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY 26-27	Amendment 2	6/9/2026	CareerSource Broward	$170,000
FY 25-26	Amendment 1	6/17/2025	CareerSource Broward	$200,000
FY 24-25	New Grant	8/21/2024	CareerSource Broward	$200,000
Total Grant Amount				**$570,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection/Prioritization	N/A
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup:

Exhibit: Agreement

June 17, 2025, Regular School Board Meeting - First Amendment to CareerSource Broward In-School Youth Sub-Grant Agreement

August 21, 2024, Regular School Board Meeting – CareerSource Broward In-School Youth Sub-Grant Agreement

AMENDMENT NO. 2

TO

SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISY-2335

(PROGRAM YEAR 2026 - 2027)

BETWEEN

CAREERSOURCE BROWARD

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

UNIQUE ENTITY ID#	HN1YXDE1L556
FEDERAL AWARD IDENTIFICATION / FAIN #	25A55AY000112
FEDERAL AWARD DATE	4/1/2025
TOTAL FEDERAL AWARD	$1,889,627
FEDERAL AWARDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor. The total award for this contract is $170,000. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

THIS AMENDMENT TO SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISY-2335, which was entered into the 21st day of August, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter "Council") and the Broward Workforce Development Board, Inc., (hereinafter "BWDB") having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as "SUB-GRANTEE", existing under and by virtue of the laws of the State of Florida as a public body politic, having its principal office at 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2027.

RECITALS

WHEREAS, CSBD and Sub-Grantee entered into an Agreement effective August 21, 2024 to serve In School youth under the Workforce Innovation and Opportunity Act of 2014; (WIOA 29 U.S.C. Sec. 3101, et. Seq. Public Law 113-128); and

WHEREAS, CSBD wishes to amend the existing Agreement to extend the term of the Sub-Grant Agreement with Sub-Grantee through June 30, 2027, for the continuation of the youth program and to provide funds for the period of the extension as described herein; and

WHEREAS, at their meeting on April 23, 2026, the CSBD governing boards approved an Amendment to Agreement No. 2024-2025-CR-WIOA-ISY-2335 extending the Agreement for an additional one-year period;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

1. Article 3, Fiscal Management, Section 3.2.1 Total Compensation, is amended by replacing Section 3.2.1 a. in its entirety to incorporate the underscored language below as follows:

    3.2.1 Total Compensation

    a. The compensation awarded for the In-School Youth program funded under this sub-grant agreement shall be <u>One Hundred and Seventy Thousand, Dollars and zero cents ($170,000.00)</u>, for the period <u>July 1, 2026 through June 30, 2027</u> in accordance with the budget attached hereto as Exhibit A.

2. Article 5, Program Requirement, Section 5.17 Sub-Grant Agreement Term, Sub-sections 5.17.1, 5.17.2 and 5.17.3 are amended by deleting those sections and replacing the sections in their entirety and to incorporate the underscored language below as follows:

   5.17 Sub-Grant Agreement Term

   5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2027.

   5.17.2 The term of this Sub-Grant Agreement may be extended for two additional one-year periods. Renewal shall be at the option of the CSBD governing boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

   5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2027 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

3. Article 7, Scope of Work, Section 7.1 Program Description In-School Youth (ISY) is amended by deleting the section and replacing the section as follows:

   7.1 Program Description In-School Youth (ISY)

   Sub-Grantee shall conduct an ISY program for sixty-five (65) WIOA eligible In-School youth, who are high school seniors.

4. Article 7, Scope of Work, Section 7.2 Recruitment, is amended by deleting Sub-section 7.2.1 and Sub-paragraph 7.2.1 a. and replacing the sections in their entirety to incorporate the underscored language below as follows:

   7.2.1 Sub-grantee shall recruit sufficient youth to be able to enroll 65 youth.

   a. Sub-Grantee shall recruit sufficient youth resulting in 65 high school senior youth enrollments. The youth shall be in the second semester of their senior year and expected to receive their High School Diploma in May/June of the program year, each year that this Sub-grant Agreement is in effect

5. Article 7 Scope of Work, Paragraph 7.8 Program Staffing, shall be amended by adding the underscored Sub-paragraph 7.8.9 State-Mandated Staff Training and Credentialing, as follows:

7.8.9 State-Mandated Staff Training and Credentialing

a. Tier I Certification is a course providing instruction with respect to the WIOA programs and its requirements as set forth, adopted and implemented by Florida Commerce.

b. Sub-Grantee staff who work directly with participants shall attain Tier 1 Certification and state-mandated credentialing within the timeframe specified in accordance with State Policy 92.

c. The Sub-Grantee agrees to require frontline staff to take the test upon completion of the course and to remove any staff from this grant who do not pass the course after the requisite number of test attempts from working in the program funded by this Agreement.

6. Article 7, Scope of Work, Section 7.10. Performance, Sub-section 7.10.2 and Sub-paragraph a, is amended to replace the section in its entirety and to include the underscored language as follows:

7.10.2 Enrollment Goals - Sub-grantee shall enroll sixty-five (65) youth

a. The sixty-five (65) youth to be served by Sub-grantee shall be identified and enrolled during the first semester of the school year.

7. All provisions of the Sub-grant agreement entered into on August 21, 2024, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.

8. This Amendment and all its attachments are made a part of said Contract. The effective date of this Amendment shall be the date on which it has been signed by all parties.

[SIGNATURE PAGE FOLLOWS]

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: The School Board of Broward County, Florida signing by and through its BOARD CHAIR following BOARD approval on the ____ day of _____, 2026 and CareerSource Broward signing by and through its President/CEO following GOVERNING BOARDS' action on April 23, 2026.

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amber Williams
_____

Moya Brathwaite
_____

BY: Carol Hylton
_____
(Signature)
CAROL HYLTON
TITLE: PRESIDENT/CEO
DATE: 05/19/2026

Approved as to form and sufficiency by
CareerSource Broward General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____
ROCHELLE J. DANIELS
General Counsel

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

ADMINISTRATION						
Note: Totals will automatically calculate when related cells are filled.						
Line Item						**TOTAL**
Personnel						
Salaries *						0
Fringe Benefits						0
Mileage and Travel	0					0
Staff Incentives	0					0
Other (Specify)	0					0
Total Personnel	**0**	**0**	**0**	**0**	**0**	**0**
Non Personnel						
Supplies						0
Materials						0
Books						0
Credential Training						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs	8,095					8,095
Audit						0
Legal						0
Accounting						0
*Profit						0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Total Non-Personnel	**8,095**	**0**	**0**	**0**	**0**	**8,095**
Total ADMINISTRATION	**8,095**	**0**	**0**	**0**	**0**	**8,095**

Reminder: Administration is limited to **5.00%**

*Must be explained in detail.

** Must have an approved indirect cost rate plan all other overhead must be itemized.

*** This worksheet is protected. Only gray areas are the open for editing.

SERVICES						
Note: Totals will automatically calculate when related cells are filled.						
Line Item						**TOTAL**
Personnel						
Salaries *	110,394					110,394
Fringe Benefits	51,093					51,093
Mileage and Travel	0					0
Staff Incentives	0					0
Other (specify)	0					0
Total Personnel	**161,487**	**0**	**0**	**0**	**0**	**161,487**
Non Personnel						
Supplies	417					417
Materials						0
Books						0
Credential Training						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs	0					0
Audit	0					0
Legal	0					0
Accounting	0					0
*Profit	0					0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Total Non-Personnel	**417**	**0**	**0**	**0**	**0**	**417**
Total SERVICES	**161,904**	**0**	**0**	**0**	**0**	**161,904**

*** This worksheet is protected. Only gray areas are the open for editing.

SUMMARY			
Note: Totals will automatically calculate when related cells are filled.			TOTAL
Line Item	Administration	Services	Annual Expense
Personnel			
Salaries *	0	110,394	110,394
Fringe Benefits	0	51,093	51,093
Mileage and Travel	0	0	0
Staff Incentives	0	0	0
Other	0	0	0
Total Personnel	**0**	**161,487**	**161,487**
Non Personnel			
Supplies	0	417	417
Materials	0	0	0
Books	0	0	0
Credential Training	0	0	0
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	0	0	0
Maintenance	0	0	0
Printing	0	0	0
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	8,095	0	8,095
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	0	0	0
Total Non-Personnel	**8,095**	**417**	**8,512**
GRAND TOTAL	**170,000**		

* Note: This page is READ ONLY. All values are based on calculation from other sheets.

SALARIES

List all positions included and the total amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.
NOTE: ALL PERCENTAGES MUST NOT EXCEED 2 DECIMAL PLACES. Columns with 0 will be automatically calculated when other items are entered. ONLY COMPLETE GREY FIELDS.

Job Title	Staff member (If known)	Total Annual Salary	% of Salary to Admin Budget	$ to Admin Budget*	% of Salary to Services Budget	$ to Services Budget**	% of Salary from Other WorkForce One Programs	$ from other WorkForce One Programs	% of Salary from Other Sources of Funding**	$ to Other Sources of Funding***	Total % (Must total 100)	Total $
EX: Case Manager	**Jane Doe**	**$26,000**	**10%**	**$2,600**	**50%**	**$13,000**	**10%**	**$2,600**	**30%**	**$7,800**	**100%**	**$26,000**
Instructional Facilitator	Leah Black	$71,826	0.00%	$0	84.00%	$60,334	0.00%	$0	16.00%	$11,492	100.00%	$71,826
Clerk Specialist B	Lynn Kelly	$49,916	0.00%	$0	50.00%	$24,958	0.00%	$0	50.00%	$24,958	100.00%	$49,916
Clerk Specialist B	Earlene Parker	$50,175	0.00%	$0	50.03%	$25,103	0.00%	$0	49.97%	$25,072	100.00%	$50,175
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
TOTALS		**$171,917**		**$0**		**$110,394**		**$0**		**$61,523**		**$171,917**

*Total must match the total salaries on Administration Budget (Budget Sheet #1)
**Total must match the total salaries on Serives Budget (Budget Sheet #2)
***Include all non-WorkForce One Funds
*** This worksheet is protected. Only gray areas are the open for editing.

FRINGE

PY 26 - 27

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.
NOTE: ALL PERCENTAGES MUST NOT EXCEED 2 DECIMAL PLACES. Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (If known)	Tctal Salary	% of Fringes to Salary	Total Fringes	% of Fringes to Admin Budget	$ for fringes to Admin Budget*	% of Fringes to Services Budget	$ to for Fringes Services Budget**	% of Fringes from other WorkForce One Programs	$ for Fringes from other WorkForce One Programs	% of Fringes from Other Sources of Funding **	$ for Fringes from Other Sources ***	Total % (Must total 100)	Total $
EX: Case Manager	**Jane Doe**	**$26,000**	**18.00%**	**$4,680**	**10%**	**$468**	**50%**	**$2,340**	**10%**	**$468**	**30%**	**$1,404**	**100%**	**$4,680**
Instructional Facilitator (216 day calendar)	Leah Black	$71,826	42.50%	$30,526	0.00%	$0	84.01%	$25,645	0.00%	$0	15.99%	$4,881	100.00%	$30,526
Clerk Specialist B	Lynn Kelly	$49,916	50.90%	$25,407	0.00%	$0	50.00%	$12,704	0.00%	$0	50.00%	$12,704	100.00%	$25,407
Clerk Specialist B	Earlene Parker	$50,175	50.80%	$25,489	0.00%	$0	50.00%	$12,744	0.00%	$0	50.00%	$12,744	100.00%	$25,489
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
		$171,917		**$81,422**		**$0**		**$51,093**		**$0**		**$30,329**		**$81,422**

*Total must match the total fringes on Administration Budget (Budget Sheet #1)
**Total must match the total fringes on Serives Budget (Budget Sheet #2)
***Include all non-WorkForce One Funds
*** This worksheet is protected. Only gray areas are the open for editing.

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
3636DEC5-5286-485C-840E-84DA31C94C92

TRANSACTION DETAILS

Reference Number
3636DEC5-5286-485C-840E-84DA31C94C92

Transaction Type
Signature Request

Sent At
05/19/2026 01:08:35 PM EDT

Executed At
05/19/2026 01:23:49 PM EDT

Identity Method
email

Distribution Method
email

Signed Checksum
3ec5736a1bb0ffa48ebd74ceb1162a38bb95870de45caf9c67edc8d87d0e7d3c

Signer Sequencing
Enabled

Document Passcode
Disabled

eIDAS Authentication
Disabled

DOCUMENT DETAILS

Document Name
202601230-SBBC Amendment No 2 to Sub-Grant Agreement No 2024-2025-CR-WIOA-ISY-2335 - PY 26-27 with Exhibit A Budget

Filename
202601230-SBBC_Amendment_No_2_to_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-2335_-_PY_26-27_with_Exhibit_A_Budget.pdf

Pages
12 pages

Content Type
application/pdf

File Size
1020 KB

Original Checksum
c9f71b97ff5c86f641828c646c5480dca67103fc55b6877b3c0008356aac32d2

SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
5e7010c041e92331e9e962ed8620ec230dced6d9ed93b67d8908c9f49ff9a3cc

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
893FC260

EVENTS

Viewed At
05/19/2026 01:23:26 PM EDT

Identity Authenticated At
05/19/2026 01:23:49 PM EDT

Signed At
05/19/2026 01:23:49 PM EDT

Name
Amber Williams

Email
amwilliams@careersourcebroward.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Amber Williams

Signature Reference ID
94D1ECF5

Viewed At
05/19/2026 01:22:33 PM EDT

Identity Authenticated At
05/19/2026 01:22:47 PM EDT

Signed At
05/19/2026 01:22:47 PM EDT

SIGNER

Name
Carol Hylton

Email
chylton@careersourcebroward.com

Signer Sequence
0

Components
2

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945

IP Address
172.226.190.8

Device
Mobile Safari via iOS

Typed Signature

Carol Hylton

Signature Reference ID
99C3118F

EVENTS

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05/19/2026 01:21:22 PM EDT

Identity Authenticated At
05/19/2026 01:21:54 PM EDT

Signed At
05/19/2026 01:21:54 PM EDT

AUDITS

TIMESTAMP	AUDIT
05/19/2026 01:08:35 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '202601230-SBBC_Amendment_No_2_to_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-2335_-_PY_26-27_with_Exhibit_A_Budget.pdf' on Chrome via Windows from 67.23.70.69.
05/19/2026 01:08:35 PM EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
05/19/2026 01:21:22 PM EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 172.226.190.8.
05/19/2026 01:21:54 PM EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Mobile Safari via iOS from 172.226.190.8.
05/19/2026 01:21:54 PM EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Mobile Safari via iOS from 172.226.190.8.
05/19/2026 01:21:54 PM EDT	Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.
05/19/2026 01:22:33 PM EDT	Amber Williams (amwilliams@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
05/19/2026 01:22:47 PM EDT	Amber Williams (amwilliams@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
05/19/2026 01:22:47 PM EDT	Amber Williams (amwilliams@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
05/19/2026 01:22:47 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
05/19/2026 01:23:26 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
05/19/2026 01:23:49 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via session on Chrome via Windows from 67.23.70.69.
05/19/2026 01:23:49 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Staff Follow Up: **TN 26-266 (DH)**
Due Date: June 5, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: Meeting: June 9, RSBM

FF-3.) Second Amendment to the CareerSource Broward ISY Program Agreement and FF-4.) Second Amendment to the CareerSource Broward OSY Program Agreement

Staff Follow Up: Why was the number of participants decreased? **TN 26-266 (DH)**

Response: CareerSource Broward experienced a reduction in federal funding from the U.S. Department of Labor for the upcoming program year. These federal allocations are determined through a formula that incorporates local labor market indicators, including Broward County's employment and unemployment rates. As unemployment rates decline and employment levels improve, formula-based workforce funding is correspondingly reduced.

As a result, the total funding available to support both In-School Youth (ISY) and Out-of-School Youth (OSY) programs has decreased compared to prior years. Consequently, enrollment and performance deliverables for both programs have been adjusted to align with the available resources.

Additionally, these federally funded programs are subject to extensive compliance, documentation, monitoring, and reporting requirements. While funding levels have decreased, the federal accountability expectations remain unchanged. The reduction in funding impacts staffing, program capacity, and operational support, making it necessary to establish enrollment targets that are both realistic and achievable.

The revised funding allocations and corresponding deliverables are designed to ensure the continued delivery of high-quality services, maintain fiscal responsibility, and uphold full compliance with all federal requirements while operating within the constraints of available funding.

If you have any questions, please contact **Maria Formoso, Director, Career, Technical, Adult and Community Education (CTACE) Department, at 754-321-8400 or via email at** maria.formoso@browardschools.com. HH/ARF/FHC/MF:ml

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	FF-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Second Amendment to the CareerSource Broward OSY Program Agreement

REQUESTED ACTION:

Approve the Second Amendment to the CareerSource Broward Out-of-School Youth (OSY) Program Sub-Grant Agreement between CareerSource Broward and The School Board of Broward County, Florida. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement
- FF-4 Response

FINANCIAL IMPACT:

The positive financial impact is $300,000. The source of funds is CareerSource Broward. There is no additional financial impact to the District

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:	Romaneir Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 20, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Second Amendment to the CareerSource Broward Out-of-School Youth Program Sub-Grant Agreement

Board Meeting Date: June 9, 2026

Requested Action
Approve the Second Amendment to the CareerSource Broward Out-of-School Youth (OSY) Program Sub-Grant Agreement between CareerSource Broward and The School Board of Broward County, Florida.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this Amendment is approved, CareerSource Broward will be able to amend the Sub-Grant Agreement to update the terms and decrease the number of participants from 110 to 75 for out-of-school youth who meet the Workforce Innovation and Opportunity Act (WIOA) eligibility requirements.
If the Board Votes "No":	• If this Amendment is not approved, CareerSource Broward will not be able to amend the Sub-Grant Agreement to support programs that serve out-of-school youth who meet the Workforce Innovation and Opportunity Act (WIOA) eligibility requirements.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• By June 30, 2027, BCPS Adult and Community Education will increase enrollment by 20% and Measurable Skill Gains (MSG) by 15%.

Background/History
The OSY Program targets youth who have disengaged from high school and support them in earning their high school credentials and/or General Equivalency Diploma (GED), providing a paid work experience and placement in a positive post-secondary outcome. The program design includes support for career pathway determination, employability and entrepreneurial training, resume and job interview coaching and positive post-secondary placement with two years follow up supporting post-secondary pathway success (college, employment, or military).

On August 21, 2024, the School Board of Broward County, Florida, approved the OSY Sub-Grant Agreement, setting the budget and performance period to end on June 30, 2025, with an option

for extension. The first amendment to this agreement was approved on June 17, 2025, further extending the budget and performance period, which is currently set to end on June 30, 2026. This second amendment allows for increased funding and extends the budget and performance period to June 30, 2027.

This Grant Agreement is managed by the Career, Technical, and Adult Education (CTACE) Department. Contract Term: August 21, 2024 – June 30, 2027. For more information, please contact Maria Formoso, Director of CTACE.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Agreement Term:	August 21, 2024 – June 30, 2027
Multi-Year Agreement:	Yes
Procurement Method:	N/A

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

Budget Impact Summary Statement:
The positive financial impact is $300,000. The source of funds is CareerSource Broward. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY 26-27	Amendment 2	6/9/2026	CareerSource Broward	$300,000
FY 25-26	Amendment 1	6/17/2025	CareerSource Broward	$350,000
FY 24-25	New Grant	8/21/2024	CareerSource Broward	$525,000
Total Grant Amount				**$1,175,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A

School Selection/Prioritization	N/A
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup:

Exhibit: Agreement

June 17, 2025, Regular School Board Meeting - First Amendment to CareerSource Broward Out-of-School Youth Sub-Grant Agreement

August 21, 2024, Regular School Board Meeting – CareerSource Broward Out-of-School Youth Sub-Grant Agreement

AMENDMENT NO. 2

TO

SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-2335

(PROGRAM YEAR 2026 – 2027)

BETWEEN

CAREERSOURCE BROWARD

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

UNIQUE ENTITY ID#	HN1YXDE1L556
FEDERAL AWARD IDENTIFICATION / FAIN)#	25A55AY000112
FEDERAL AWARD DATE	4/1/2025
TOTAL FEDERAL AWARD	$1,889,627
FEDERAL AWARDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor. The total award for this contract is $300,000. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

THIS AMENDMENT TO SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-2335, which was entered into the 21st day of August, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter "Council") and the Broward Workforce Development Board, Inc., (hereinafter "BWDB") having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as "SUB-GRANTEE", existing under and by virtue of the laws of the State of Florida as a public body politic, having its principal office at 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2027.

RECITALS

WHEREAS, CSBD and Sub-Grantee entered into an Agreement effective August 21, 2024 to serve out-of-school youth under the Workforce Innovation and Opportunity Act of 2014; (WIOA 29 U.S.C. Sec. 3101, et. Seq. Public Law 113-128); and

WHEREAS, CSBD wishes to amend the existing Agreement to extend the term of the Sub-Grant Agreement with Sub-Grantee through June 30, 2027, for the continuation of the youth program and to provide funds for the period of the extension as described herein; and

WHEREAS, at their meeting on April 23, 2026, the CSBD governing boards approved the Amendment to Agreement No. 2024-2025-CR-WIOA-OSY-2335;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

1. Article 3, Fiscal Management, Section 3.2.1 Total Compensation is amended by replacing Sub-section 3.2.1 Subparagraph a. in its entirety with the underscored language as follows

   3.2.1 Total Compensation

   a. <u>The compensation awarded for the out-of-school youth program to be operated under this Sub-Grant Agreement for the renewal period shall be Three Hundred Thousand Dollars and zero cents ($300,000.00), in accordance with the budget attached hereto as Exhibit A.</u>

2. Article 5, Program Requirement, Section 5.17 Sub-Grant Agreement Term, Paragraphs 5.17.1, 5.17.2 and 5.17.3 are amended by deleting the stricken language and replacing the language with the underscored language as follows:

   5.17 Sub-Grant Agreement Term

   5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on ~~June 30, 2026~~ June 30, 2027.

   5.17.2 The term of this Sub-Grant Agreement may be extended for ~~three~~ two additional one-year periods.

   5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from ~~June 30, 2026~~ June 30 2027 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

3. Article 7, Scope of Work, Section 7.1 Program Description Out-of-School Youth is amended by deleting the stricken language and replacing the language with the underscored language as follows:

   7.1 Sub-Grantee shall conduct an out-of-school youth program for ~~one hundred and ten (110) youth~~ seventy-five (75) youth. This includes youth carried forward from the previous program year. Youth shall be at least 17 years old but have not yet reached their 24th birthday at the time of enrollment into the WIOA program, and shall not have completed high school or obtained a GED.

4. Article 7, Scope of Work, Section 7.2 Recruitment, is amended by deleting the stricken language and replacing the language with the underscored language as follows:

   7.2.1 Sub-Grantee shall recruit sufficient youth to enroll ~~110~~ 75 youth.

5. Article 7, Scope of Work, Section 7.10 Performance, and Sub-section 7.10.2 Sub-paragraph a. is amended by deleting the stricken language and adding the underscored language as follows:

   7.10.2 Enrollment Goals - Sub-Grantee shall enroll ~~one hundred and ten (110)~~ seventy-five (75) youth.

a. The ~~one hundred and ten (110)~~ seventy-five (75) youth to be served by Sub-Grantee shall be identified and enrolled during the first semester of the school year.

6. Article 7 Scope of Work, Paragraph 7.8 Program Staffing, shall be amended by adding the underscored Sub-paragraph 7.8.9 State-Mandated Training and Credentialing, for staff as follows:

7.8.9 State-Mandated Staff Training and Credentialing

a. Tier I Certification is a course providing instruction with respect to the WIOA programs and its requirements as set forth, adopted and implemented by Florida Commerce.

b. Sub-Grantee staff who work directly with participants shall attain Tier 1 Certification and state-mandated credentialing within the timeframe specified in accordance with State Policy 92.

c. The Sub-Grantee agrees to require staff to take the test upon completion of the course and to remove any staff from this grant who do not pass the course after the requisite number of test attempts from working in the program funded by this Agreement.

7. Article 7, Scope of Work, Section 7.10 Performance, Sub-section 7.10.3, Sub-paragraphs a through f are amending by replacing them in their entirety with the underscored language as follow:

7.10.3 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

a. 68 youth which is 90% of the 75 youth enrolled each program year this Agreement is in effect must achieve a measurable skill gain during the program year each year that they remain in the program. Measurable skills gain is defined by USDOL and the State of Florida. This shall consist of attainment of the GED and/or passing a "GED READY" component. If additional youth, in excess of the 75 youth to be enrolled, are approved for enrollment into the program 90% of those youth, must achieve a measurable skill gain during the program year each year that they remain in the program.

b. Of the 75 youth program participants enrolled in Sub-grantee's GED program, 53 youth or 70% of 75 youth must exit the program by June 30, of that same program year, each year this program is effect. If additional youth, in excess of the 53 youth to be enrolled, are approved for enrollment into the program 70% of those youth, must

be able to complete their GED and exit the program in the same year as the program year in which they were enrolled.

c. Of the 53 youth that must exit prior to June 30 each year 46 youth, which is 85%, must complete their GED and obtain a High School credential by June 30, of that same program year, each year this program is effect. If additional youth, in excess of the 75 youth to be enrolled, are approved for enrollment into the program 85% of those youth, must be able to complete their GED and exit the program in the same year as the program year in which they were enrolled.

d. Of the 53 youth that must exit prior to June 30 each year 46 youth or 85% of the 53 youth shall enter the military, post-secondary education or be in unsubsidized employment at the time of their exit from the WIOA program and through the second (2nd) quarter after exit from the program so as to be considered as having met the "employment measure." If additional youth, in excess of the 75 youth to be enrolled, are approved for enrollment into the program 85% of those youth, shall enter the military, post-secondary education or be in unsubsidized employment at the time of their exit from the WIOA program and through the second (2nd) quarter after exit from the program so as to be considered as having met the "employment measure."

e. Youth placed into employment shall earn a minimum of $13.00 per hour if they exit prior to September 30, 2026 and must earn a minimum of $15.00 per hour, if placed after September 30, 2026.

f. Of the 46 youth that must be placed into employment, the military or post-secondary training 42 of the youth, or 90%, shall be retained in post-secondary education, employment or the military through the fourth (4th) quarter after their exit from the program. If additional youth, in excess of the 75 youth to be enrolled, are approved for enrollment into the program 90 % of those youth, shall be retained in post-secondary education, employment or the military through the fourth (4th) quarter after their exit from the program.

8. All provisions of the Sub-Grant agreement entered into on August 21, 2024, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.

9. This Amendment and all of its attachments are made a part of said Contract. The effective date of this Amendment shall be the date on which it has been signed by all parties.

[SIGNATURE PAGES FOLLOW]

EXCUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: The School Board of Broward County, Florida signing by and through its BOARD CHAIR following BOARD approval on the ____ day of _____, 2026 and CareerSource Broward signing by and through its President/CEO following GOVERNING BOARDS' action on April 23, 2026.

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amber Williams
_____

Moya Brathwaite
_____

BY: Carol Hylton
_____
(Signature)
CAROL HYLTON
TITLE: PRESIDENT/CEO
DATE: 05/19/2026

Approved as to form and sufficiency by
CareerSource Broward General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____
ROCHELLE J. DANIELS
General Counsel

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

EXHIBIT A

PY 26 - 27

ADMINISTRATION						
Note: Totals will automatically calculate when related cells are filled.						
Line Item						**TOTAL**
Personnel						
Salaries *						0
Fringe Benefits						0
Mileage and Travel	0					0
Staff Incentives	0					0
Other (Specify)	0					0
Total Personnel	**0**	**0**	**0**	**0**	**0**	**0**
Non Personnel						
Supplies						0
Materials						0
Books						0
Credential Training						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs	14,286					14,286
Audit						0
Legal						0
Accounting						0
*Profit						0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Total Non-Personnel	**14,286**	**0**	**0**	**0**	**0**	**14,286**
Total ADMINISTRATION	**14,286**	**0**	**0**	**0**	**0**	**14,286**

Reminder: Administration is limited to **5.00%**

*Must be explained in detail.

** Must have an approved indirect cost rate plan all other overhead must be itemized.

*** This worksheet is protected. Only gray areas are the open for editing.

SERVICES						
Note: Totals will automatically calculate when related cells are filled.						
Line Item						**TOTAL**
Personnel						
Salaries *	183,306					183,306
Fringe Benefits	84,328					84,328
Mileage and Travel	0					0
Staff Incentives	0					0
Other (specify)	0					0
Total Personnel	**267,634**	**0**	**0**	**0**	**0**	**267,634**
Non Personnel						
Supplies						0
Materials						0
Books						0
Credential Training	18,080					18,080
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs	0					0
Audit	0					0
Legal	0					0
Accounting	0					0
*Profit	0					0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Other (specify)	0					0
Total Non-Personnel	**18,080**	**0**	**0**	**0**	**0**	**18,080**
Total SERVICES	**285,714**	**0**	**0**	**0**	**0**	**285,714**

*** This worksheet is protected. Only gray areas are the open for editing.

SUMMARY			
Note: Totals will automatically calculate when related cells are filled.			TOTAL
Line Item	Administration	Services	Annual Expense
Personnel			
Salaries *	0	183,306	183,306
Fringe Benefits	0	84,328	84,328
Mileage and Travel	0	0	0
Staff Incentives	0	0	0
Other	0	0	0
Total Personnel	**0**	**267,634**	**267,634**
Non Personnel			
Supplies	0	0	0
Materials	0	0	0
Books	0	0	0
Credential Training	0	18,080	18,080
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	0	0	0
Maintenance	0	0	0
Printing	0	0	0
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	14,286	0	14,286
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	0	0	0
Total Non-Personnel	**14,286**	**18,080**	**32,366**
GRAND TOTAL	**300,000**		

* Note: This page is READ ONLY. All values are based on calculation from other sheets.

SALARIES

PY 26 - 27

List all positions included and the total amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.

NOTE: ALL PERCENTAGES MUST NOT EXCEED 2 DECIMAL PLACES. Columns with 0 will be automatically calculated when other items are entered. ONLY COMPLETE GREY FIELDS.

Job Title	Staff member (If known)	Total Annual Salary	% of Salary to Admin Budget	$ to Admin Budget*	% of Salary to Services Budget	$ to Services Budget**	% of Salary from Other WorkForce One Programs	$ from other WorkForce One Programs	% of Salary from Other Sources of Funding**	$ to Other Sources of Funding***	Total % (Must total 100)	Total $
EX: Case Manager	**Jane Doe**	**$26,000**	**10%**	**$2,600**	**50%**	**$13,000**	**10%**	**$2,600**	**30%**	**$7,800**	**100%**	**$26,000**
Instructional Facilitator	David Humphries	$68,272	0.00%	$0	100.00%	$68,272	0.00%	$0	0.00%	$0	100.00%	$68,272
Instructional Facilitator	Catherine Brucker	$61,734	0.00%	$0	100.00%	$61,734	0.00%	$0	0.00%	$0	100.00%	$61,734
Clerk Specialist B	Earlene Parker	$50,175	0.00%	$0	50.00%	$25,088	0.00%	$0	50.00%	$25,088	100.00%	$50,175
Tutors	TBD	$3,254	0.00%	$0	100.00%	$3,254	0.00%	$0	0.00%	$0	100.00%	$3,254
Clerk Specialist B	Lynn Kelly	$49,916	0.00%	$0	50.00%	$24,958	0.00%	$0	50.00%	$24,958	100.00%	$49,916
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
TOTALS		**$233,351**		**$0**		**$183,306**		**$0**		**$50,046**		**$233,351**

*Total must match the total salaries on Administration Budget (Budget Sheet #1)
**Total must match the total salaries on Serives Budget (Budget Sheet #2)
***Include all non-WorkForce One Funds
*** This worksheet is protected. Only gray areas are the open for editing.

FRINGE

PY 26 - 27

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.
NOTE: ALL PERCENTAGES MUST NOT EXCEED 2 DECIMAL PLACES. Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (If known)	Total Salary	% of Fringes to Salary	Total Fringes	% of Fringes to Admin Budget	$ for fringes to Admin Budget*	% of Fringes to Services Budget	$ to for Fringes Services Budget**	% of Fringes from other WorkForce One Programs	$ for Fringes from other WorkForce One Programs	% of Fringes from Other Sources of Funding **	$ for Fringes from Other Sources ***	Total % (Must total 100)	Total $
EX: Case Manager	**Jane Doe**	**$26,000**	**18.00%**	**$4,680**	**10%**	**$468**	**50%**	**$2,340**	**10%**	**$468**	**30%**	**$1,404**	**100%**	**$4,680**
Instructional Facilitator	David Humphries	$68,272	44.00%	$30,040	0.00%	$0	100.00%	$30,040	0.00%	$0	0.00%	$0	100.00%	$30,040
Instructional Facilitator	Catherine Brucker	$61,734	45.40%	$28,027	0.00%	$0	100.00%	$28,027	0.00%	$0	0.00%	$0	100.00%	$28,027
Clerk Specialist B	Earlene Parker	$50,175	50.80%	$25,489	0.00%	$0	50.00%	$12,744	0.00%	$0	50.00%	$12,744	100.00%	$25,489
Tutors part time	TBD	$3,254	25.00%	$814	0.00%	$0	100.00%	$814	0.00%	$0	0.00%	$0	100.00%	$814
Clerk Specialist B	Lynn Kelly	$49,916	50.90%	$25,407	0.00%	$0	50.00%	$12,704	0.00%	$0	50.00%	$12,704	100.00%	$25,407
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
			0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0	0.00%	$0
		$233,351		**$109,777**		**$0**		**$84,328**		**$0**		**$25,448**		**$109,777**

*Total must match the total fringes on Administration Budget (Budget Sheet #1)
**Total must match the total fringes on Serives Budget (Budget Sheet #2)
***Include all non-WorkForce One Funds
*** This worksheet is protected. Only gray areas are the open for editing.

NON-PERSONNEL

PY 26 - 27

Itemize any items in your budget under the categories listed and provide cost breakdown.
Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost Per Line Item	Total Cost Per Category
EX: Equipment Purchase	**Saff Desks**	**10**	**$400**	**$4,000**	**$4,000**
Supplies					$0
Materials					$0
Books					$0
Credential Training	GED assessments/registration fees: $39 per subtest x 4 subtests x 70 students =$10,920	280	39	$10,920	$18,080
	$20 registration x 70 students =$1400	70	20	$1,400	
	$12 GED re-take vouchers(130) =$1,560	130	12	$1,560	
	$30 tuition x2 terms x70 students =$4,200	140	30	$4,200	
	Funds can be spent on asessments/tests without regard to amount so long as total assessment/test cost do not exceed $18,200				
Teaching Aids					$0
Postage					$0
Telephone					$0
Maintenance					$0
Printing					$0
Equipment Rental					$0
Equipment Purchase					$0
Space Rental					$0
Insurance					$0
Utilities					$0
Other					$0
Total				**$18,080**	**$18,080**

* Must match categories on budget pages 1-3
** Must match totals on Budget Summary, Budget Page 3
*** This worksheet is protected. Only gray areas are the open for editing.

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
80FB6A19-EFFB-4697-840B-4FB7D5AE875B

TRANSACTION DETAILS

Reference Number
80FB6A19-EFFB-4697-840B-4FB7D5AE875B

Transaction Type
Signature Request

Sent At
05/19/2026 01:05:50 PM EDT

Executed At
05/19/2026 01:23:07 PM EDT

Identity Method
email

Distribution Method
email

Signed Checksum
4fc6b127120e25699d7bbfdcbb7f5fe97a2c4d1e646a8c962e370090257f548c

Signer Sequencing
Enabled

Document Passcode
Disabled

eIDAS Authentication
Disabled

DOCUMENT DETAILS

Document Name
20261231-Sub-Grant Agreement No 2024-2025-CR-WIOA-OSY-2335 PY 26-27-with Exhibit A-Budget

Filename
20261231-Sub-Grant_Agreement_No_2024-2025-CR-WIOA-OSY-2335_PY_26-27-with_Exhibit_A-Budget.pdf

Pages
13 pages

Content Type
application/pdf

File Size
893 KB

Original Checksum
7db8b80a595d67ee1443a3e6df14b1d693b6f064c9638f3d2926726625d94671

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Moya Brathwaite **Email** mbrathwaite@careersourcebroward.com **Signer Sequence** 2 **Components** 1	**Status** signed **Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 **IP Address** 67.23.70.69 **Device** Chrome via Windows **Typed Signature** Moya Brathwaite **Signature Reference ID** 007772CF	**Viewed At** 05/19/2026 01:22:38 PM EDT **Identity Authenticated At** 05/19/2026 01:23:07 PM EDT **Signed At** 05/19/2026 01:23:07 PM EDT
Name Amber Williams **Email** amwilliams@careersourcebroward.com **Signer Sequence** 1 **Components** 1	**Status** signed **Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 **IP Address** 67.23.70.69 **Device** Chrome via Windows **Typed Signature** Amber Williams **Signature Reference ID** 056A8D95	**Viewed At** 05/19/2026 01:17:44 PM EDT **Identity Authenticated At** 05/19/2026 01:17:58 PM EDT **Signed At** 05/19/2026 01:17:58 PM EDT

SIGNER

Name
Carol Hylton

Email
chylton@careersourcebroward.com

Signer Sequence
0

Components
2

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945

IP Address
172.226.190.0

Device
Mobile Safari via iOS

Typed Signature

Carol Hylton

Signature Reference ID
866B4F64

EVENTS

Viewed At
05/19/2026 01:16:48 PM EDT

Identity Authenticated At
05/19/2026 01:17:20 PM EDT

Signed At
05/19/2026 01:17:20 PM EDT

AUDITS

TIMESTAMP	AUDIT
05/19/2026 01:05:50 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '20261231-Sub-Grant_Agreement_No_2024-2025-CR-WIOA-OSY-2335_PY_26-27-with_Exhibit_A-Budget.pdf' on Chrome via Windows from 67.23.70.69.
05/19/2026 01:05:50 PM EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
05/19/2026 01:16:48 PM EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 172.226.190.0.
05/19/2026 01:17:20 PM EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Mobile Safari via iOS from 172.226.190.0.
05/19/2026 01:17:20 PM EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Mobile Safari via iOS from 172.226.190.0.
05/19/2026 01:17:20 PM EDT	Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.
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05/19/2026 01:17:58 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
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05/19/2026 01:23:07 PM EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Staff Follow Up: **TN 26-266 (DH)**
Due Date: June 5, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: Meeting: June 9, RSBM

FF-3.) Second Amendment to the CareerSource Broward ISY Program Agreement and FF-4.) Second Amendment to the CareerSource Broward OSY Program Agreement

Staff Follow Up: Why was the number of participants decreased? **TN 26-266 (DH)**

Response: CareerSource Broward experienced a reduction in federal funding from the U.S. Department of Labor for the upcoming program year. These federal allocations are determined through a formula that incorporates local labor market indicators, including Broward County's employment and unemployment rates. As unemployment rates decline and employment levels improve, formula-based workforce funding is correspondingly reduced.

As a result, the total funding available to support both In-School Youth (ISY) and Out-of-School Youth (OSY) programs has decreased compared to prior years. Consequently, enrollment and performance deliverables for both programs have been adjusted to align with the available resources.

Additionally, these federally funded programs are subject to extensive compliance, documentation, monitoring, and reporting requirements. While funding levels have decreased, the federal accountability expectations remain unchanged. The reduction in funding impacts staffing, program capacity, and operational support, making it necessary to establish enrollment targets that are both realistic and achievable.

The revised funding allocations and corresponding deliverables are designed to ensure the continued delivery of high-quality services, maintain fiscal responsibility, and uphold full compliance with all federal requirements while operating within the constraints of available funding.

If you have any questions, please contact **Maria Formoso, Director, Career, Technical, Adult and Community Education (CTACE) Department, at 754-321-8400 or via email at** maria.formoso@browardschools.com. HH/ARF/FHC/MF:ml

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	GG. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	GG-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Office of the General Counsel Employment Agreements & Contract Amendments

REQUESTED ACTION:

Approve the Office of the General Counsel Employment Agreements and Contract Amendments for Corey Huffman (Deputy General Counsel), Kathelyn Jacques-Adams (Deputy General Counsel), and Assistant General Counsels Robert Paul Vignola, Thomas C. Cooney, Virginia Balkanski, and Giseli F. LeMay. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Employment Agreements

FINANCIAL IMPACT:

The annual financial impact of these employment agreements is $1,265,446, which includes both salary and fringe.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathy Dupuy-Bruno, Esq.	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel Jun 1, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Office of the General Counsel Employment Agreements & Contract Amendments

Board Meeting Date: June 9, 2026

Requested Action: Approve the Office of the General Counsel Employment Agreements and Contract Amendments for Corey Huffman (Deputy General Counsel), Kathelyn Jacques-Adams (Deputy General Counsel), and Assistant General Counsel Robert Paul Vignola, Thomas C. Cooney, Virginia Balkanski, and Giseli F. LeMay.

General Information

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

District-zone Impact/Board Member: District-Wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Approval of these employment agreements and amendments will strengthen the leadership capacity, operational efficiency, cost effectiveness in legal representation, and subject-matter expertise of the Office of the General Counsel while supporting implementation of a modern legal services model designed to better serve the School Board, District administration, schools, employees, and students.
If the School Board votes "No"	• If the School Board does not approve the proposed agreements and amendments, the Office of the General Counsel will not have the legal capacity to represent the School Board, and District as a whole.
Alignment to the 2027 Strategic Goals and Guardrails	• This item supports the District's Strategic Goals and Guardrails by strengthening organizational effectiveness, improving operational efficiency, enhancing legal support services, promoting accountability and transparency, and ensuring timely, legally compliant decision-making throughout the District.
Measurable Outcome(s)/Return on Investment	• Expected outcomes include:

	o Increased volume of legal work handled internally; o Reduced reliance on outside counsel and cadre counsel; o Improved contract review and procurement turnaround times; o Enhanced support for schools, departments, and District leadership; o Improved legal risk management and preventative legal services; o Increased attorney supervision, mentoring, and succession planning; o Greater operational efficiency through implementation of specialized legal practice teams. o The anticipated return on investment includes reduced outside counsel expenditures, avoidance of litigation and compliance-related costs, accelerated implementation of District initiatives, improved legal service delivery, and long-term cost savings through expansion of internal legal expertise and capacity.

Background/History

The Office of the General Counsel is implementing a strategic reorganization designed to align legal services. These agreements and amendments are intended to strengthen leadership capacity, preserve institutional knowledge, increase cost-effectiveness, improve operational efficiency, and support the implementation of a modern law-firm model focused on providing timely, high-quality legal representation to the School Board and District administration.

Importantly, these are not new positions and do not create any additional attorney positions within the Office of the General Counsel. The positions were previously approved and budgeted by the School Board. The proposed agreements and amendments simply align the existing organizational structure with the operational needs of the Office while leveraging the extensive expertise of current attorneys to increase in-house legal capacity, reduce reliance on outside counsel, and generate long-term cost savings for the District.

There was a Board approved and budgeted vacant Deputy General Counsel position. This position was advertised on the District's website, shared with the Florida School Board Attorneys Association, and other related platforms. A total of twelve (12) applications were received and screened in accordance with established minimum qualifications

and performance criteria. From this pool, four (4) candidates were selected for interview; one candidate withdrew from consideration.

All applicants were evaluated using a standardized screening instrument that assessed demonstrated experience and capacity to perform the position's principal responsibilities, including providing legal services across District operations, supervising and managing assigned attorneys, ensuring the delivery of timely and high-quality legal support, and assisting with School Board matters, including agenda review, legal risk identification, and follow-up on Board actions. The candidates demonstrated strong overall ratings across these competencies, reflecting solid-to-above-average proficiency in key legal functions.

Interviews were conducted on May 27, 2026, by a panel consisting of Kathy Dupuy-Bruno, General Counsel; John J. Sullivan, Chief of Staff; and Dr. Ernie Lozano, Chief Human Resources Officer.

Based upon the candidates' qualifications, unique experience, leadership abilities, and demonstrated capacity to support the operational and strategic objectives of the Office of the General Counsel, the General Counsel recommends the appointment of Corey Huffman as Deputy General Counsel.

Further, as part of the Office of the General Counsel's operational restructuring and legal pod realignment initiative, the Deputy General Counsel position has been revised to better align with the leadership, management, and operational responsibilities associated with the role. Effective June 30, 2026, Robert Vignola's position will transition from Deputy General Counsel to Assistant General Counsel, in a senior-level position. Mr. Vignola will continue to serve in a key leadership role within the Office of the General Counsel and will lead the Contracts and Procurement Pod, where his extensive institutional knowledge and subject-matter expertise will continue to provide significant value to the District.

The transition of Mr. Vignola's position creates a second Deputy General Counsel vacancy. Effective July 1, 2026, Kathelyn Jacques-Adams will be promoted to Deputy General Counsel and will lead the Construction Litigation and Complex Litigation Pod. Together with Corey Huffman, who will lead the Academics and Due Process Pod, the Deputy General Counsels will provide executive-level legal leadership and support the Office's modernization efforts through the implementation of a centralized legal pod structure designed to improve accountability, specialization, efficiency, and service delivery.

In addition, the General Counsel recommends the renewals of Thomas Cooney, Virginia Balkanski, and Giseli LeMay. Each have experience in their respective practice areas and provide critical legal support to the Office of the General Counsel. Their continued service preserves institutional knowledge, supports continuity of operations, and enhances the Office's ability to meet the legal needs of the School Board and District.

Collectively, the appointment and reappointment of these attorneys, support the implementation of a practice-area team structure that leverages attorney expertise more effectively, improves collaboration, and increases efficiency.

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

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Agreement Term:	The Employment Agreements include terms beginning July 1, 2026, through June 30, 2027.
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:

1. The annual financial impact of these employment agreements is $1,265,446, which includes both salary and fringe.
2. The Agreements are funded by the General Fund and Capital Projects Fund budgets within the Office of the General Counsel's department budget.
3. The Deputy and Assistant General Counsels are not entitled to referendum funds.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
Annual Employment Agreements	12 months, then renewed annually	$1,265,446

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)

FY26	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	Renewed annually	General Fund and Capital Fund Budgets	$1,265,446	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Initial Employment Agreement – Corey Huffman, Deputy General Counsel
- Employment Agreement – Kathelyn Jacques-Adams, Deputy General Counsel
- Employment Agreement – Robert Paul Vignola, Assistant General Counsel
- Eighteenth Amendment to Employment Agreement – Thomas C. Cooney, Assistant General Counsel
- Second Amendment to Employment Agreement – Virginia Balkanski, Assistant General Counsel
- Amendment to Employment Agreement – Giseli F. LeMay, Assistant General Counsel

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 9th day of June 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

And

COREY HUFFMAN
(hereinafter referred to as "HUFFMAN" or
"DEPUTY GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC desires that HUFFMAN be employed as DEPUTY GENERAL COUNSEL, and HUFFMAN desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein by reference.

2. **EMPLOYMENT AND TERM.** SBBC hereby employs HUFFMAN as DEPUTY GENERAL COUNSEL and HUFFMAN hereby accepts and agrees to such employment for a term commencing August 3, 2026, and ending June 30, 2027. HUFFMAN may commence his employment earlier than August 3, 2026, on the condition that he provides at least (1) week's prior written notice to GENERAL COUNSEL.

3. DUTIES.

A. Duties and Assignments: In the conduct of his duties, the DEPUTY GENERAL COUNSEL shall be fully and solely responsible and accountable to the GENERAL COUNSEL and/or his or her designee. The duties and assignments of HUFFMAN as DEPUTY GENERAL COUNSEL are delineated in the Board approved Job Description for Deputy General Counsel.

B. Full-Time Service and Effort. HUFFMAN agrees to devote full time and effort to the performance of duties and responsibilities as the DEPUTY GENERAL COUNSEL to SBBC. HUFFMAN shall not engage in the practice of law on behalf of any client other than the SBBC and the School District, nor engage in other outside employment without the express written consent of the GENERAL COUNSEL.

C. Evaluation: The DEPUTY GENERAL COUNSEL shall undergo an annual evaluation by the GENERAL COUNSEL using an evaluation instrument designed / approved by the GENERAL COUNSEL.

4. PROBATIONARY PERIOD / COMPENSATION.

A. Probationary Period There will be a probationary period of ninety (90) days from the commencement date of employment. During the probationary period, HUFFMAN may be terminated without cause.

B. Salary/Compensation For all services rendered by the DEPUTY GENERAL COUNSEL pursuant to this Agreement, SBBC shall pay to and provide for the DEPUTY GENERAL COUNSEL the salary and other benefits described in this Agreement.

1. The DEPUTY GENERAL COUNSEL shall receive an annual salary of one hundred seventy-five thousand dollars and 00/100 ($175,000), less appropriate deductions for

employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC's normal payroll procedures.

2. The DEPUTY GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of SBBC, excluding referendum funds.

a. In the event SBBC approves a salary increase, market adjustment, cost-of-living adjustment, or other compensation enhancement applicable to attorneys within the Office of the General Counsel on or after June 9, 2026, DEPUTY GENERAL COUNSEL shall be eligible to receive such increase under the same terms and conditions as similarly situated attorneys, effective on the date established by SBBC.

3. FLORIDA BAR CERTIFICATION. If the DEPUTY GENERAL COUNSEL obtains Florida Bar Certification in Education Law during the Term of this Agreement, then, in addition to the salary provided in Paragraph 4(B)(1) above, the DEPUTY GENERAL COUNSEL will receive an annual salary supplement in the amount of $3,500.00 (Three Thousand Five Hundred Dollars), effective in accordance with SBBC's payroll procedures. The SBBC shall pay all fees and costs associated with obtaining and maintaining such certification status.

C. <u>Retirement</u>. In addition to the salary provided in Paragraph B above, the DEPUTY GENERAL COUNSEL shall participate in the Florida Retirement System and all other retirement programs for which he is or may become eligible during the term of this Agreement.

D. <u>Insurance</u>. For each year of this Agreement, SBBC shall provide health, dental, vision, life insurance and other flexible insurance benefits which the DEPUTY GENERAL COUNSEL elects for himself from SBBC's standard benefit program available to administrative

employees. The DEPUTY GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of other managerial employees of SBBC.

E. Expenses. SBBC shall pay or reimburse the DEPUTY GENERAL COUNSEL for his reasonable and necessary expenses incurred in the performance of his duties hereunder in accordance with applicable state law and SBBC policies. Without limiting the generality of the foregoing, SBBC shall pay all expenses for the DEPUTY GENERAL COUNSEL to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of the DEPUTY GENERAL COUNSEL's duties hereunder without further SBBC approval, and shall pay all membership fees and dues (including Bar dues) of the DEPUTY GENERAL COUNSEL in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in the furtherance of the performance of the DEPUTY GENERAL COUNSEL's duties hereunder. The DEPUTY GENERAL COUNSEL may hold offices or accept responsibilities in said professional organizations and associations, provided that such responsibilities do not interfere with the performance of his duties to SBBC.

F. Other Benefits. The DEPUTY GENERAL COUNSEL shall have the right to participate in any benefit or program to which other 12-month administrative employees of SBBC are entitled, unless otherwise expressly set forth herein.

G. Vacation, Sick Leave and Terminal Pay.

1. Vacation, Sick Leave and Holidays. During the term of employment under this Agreement, the DEPUTY GENERAL COUNSEL shall be entitled to the same annual leave benefits as authorized by SBBC's policies for administrative employees on 12-

month calendars. In addition, the DEPUTY GENERAL COUNSEL shall be entitled to sick leave as authorized by SBBC's policies for administrative employees on 12-month calendars. The DEPUTY GENERAL COUNSEL shall be entitled to the same holidays as the 12-month administrative employees of SBBC.

2. Terminal Pay. Upon termination of employment, the DEPUTY GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates and up to the limits set forth in Board Policy 4480, as amended, as applicable to administrative employees hired on or after July 1, 1995; and (b) payment in a lump sum of accrued, but unused, sick leave at the rates earned and up to the limits set forth in Board Policy 4305, as amended, applicable to administrative employees hired on or before July 1, 1995. These lump sum payments shall be in addition to any other amounts payable to the DEPUTY GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. SBBC shall have the right to terminate the DEPUTY GENERAL COUNSEL's employment hereunder in the event of his disability to perform fully his duties hereunder. The DEPUTY GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, he waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement. For purposes of this Agreement, "Disability" is herein defined as the DEPUTY GENERAL COUNSEL's permanent and total disability such that the DEPUTY GENERAL COUNSEL is unable to perform his duties as

DEPUTY GENERAL COUNSEL for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of his essential duties, which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). Upon termination for Disability, DEPUTY GENERAL COUNSEL will be paid the lump sum termination benefits outlined in Section G(2) of this Agreement.

B. Termination. This Agreement may be terminated by SBBC for unsatisfactory performance by the GENERAL COUNSEL upon sixty (60) days written notice to the DEPUTY GENERAL COUNSEL. In such case, the DEPUTY GENERAL COUNSEL shall be entitled to termination benefits set forth in Section G(2) of this Agreement.

C. Termination by Resignation. This Agreement may also be terminated by HUFFMAN by means of a resignation during the term of this Agreement without the consent of SBBC upon thirty (30) days notice. In such case, he will receive the termination benefits set forth in Section G(2) of this Agreement.

D. Payment in the Event of Death. In the event of the death of the DEPUTY GENERAL COUNSEL at any time during the term of this Agreement, SBBC shall pay to his surviving spouse, if any, or if the DEPUTY GENERAL COUNSEL does not have a surviving spouse, to the DEPUTY GENERAL COUNSEL's estate, an amount equal to the portion of the DEPUTY GENERAL COUNSEL's salary to which he was entitled through the date of his death, payable within one month of the date of his death, plus the termination benefits set forth in Section 4G together with such payments or benefits as may otherwise be applicable.

6. INDEMNIFICATION: The SBBC agrees to defend, hold-harmless, and indemnify HUFFMAN from any demands, claims, suits, actions, and legal proceedings brought against HUFFMAN in his individual capacity as an agent or employee of the SBBC in connection with any matter arising while HUFFMAN was acting within the scope of his employment to the full extent provided for by law. Notwithstanding the foregoing, SBBC shall not be obligated to indemnify HUFFMAN for any claims, losses or damages that are solely and directly caused by HUFFMAN's gross negligence or willful misconduct in accordance with § 1012.26 and 111.07 Florida Statutes.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement concerning employment arrangements between SBBC and the DEPUTY GENERAL COUNSEL.

8. NOTICE PROVISION. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving such notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	General Counsel The School Board of Broward County, Florida Kathleen C. Wright Administration Building 600 Southeast Third Avenue - 11th Floor Fort Lauderdale, Florida 33301
To: HUFFMAN:	COREY HUFFMAN At such residential address as HUFFMAN maintains on file with Human Resources / Personnel

9. ASSIGNMENT. This Agreement shall inure to the benefit of, and shall be binding upon SBBC, its successors and assigns, and the DEPUTY GENERAL COUNSEL, his

heirs and personal representative, but may not be assigned by the DEPUTY GENERAL COUNSEL.

10. PARTIAL INVALIDITY. If any provision or any part of this Agreement is determined to be unlawful, void, or invalid, that determination shall not affect any other provision of this Agreement, and all such provisions shall remain in full force and effect.

11. APPLICABLE LAW & VENUE. This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into in Broward County, Florida, which is the proper venue for any litigation arising under this Agreement.

12. PARAGRAPH HEADINGS. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

13. MODIFICATION. Any modification of this Agreement shall be in writing and executed by both parties.

14. AUTHORITY PROVISION. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of June, 2026.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By_____
Kathy Dupuy-Bruno, Esq., B.C.S.
Office of the General Counsel

For DEPUTY GENERAL COUNSEL

By: _____
COREY HUFFMAN

STATE OF FL)

COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st of June, 2026, by COREY HUFFMAN who is personally known to me or who has produced _____ as identification and who ☐ did/did not first take an oath.

[Notary Seal]

EZRA DWIGHT WILLIS, II
Notary Public
State of Florida
Comm# HH602066
Expires 10/9/2028

Ezra Dwight Willis
Signature - Notary Public

EZRA DWIGHT WILLIS II
Notary's Printed Name

My Commission Expires: 10/9/2028

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 9th day of June 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

And

KATHELYN JACQUES-ADAMS
(hereinafter referred to as "JACQUES-ADAMS" or
"DEPUTY GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC desires that JACQUES-ADAMS be employed as DEPUTY GENERAL COUNSEL, and JACQUES-ADAMS desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

2. EMPLOYMENT AND TERM. SBBC hereby employs JACQUES-ADAMS as DEPUTY GENERAL COUNSEL and JACQUES-ADAMS hereby accepts and agrees to such employment for a term commencing July 1, 2026 and ending June 30, 2027.

3. DUTIES.

A. Duties and Assignments: In the conduct of her duties, the DEPUTY GENERAL COUNSEL shall be fully and solely responsible and accountable to the GENERAL

COUNSEL and/or his or her designee. The duties and assignments of JACQUES-ADAMS as DEPUTY GENERAL COUNSEL are delineated in the Board approved Job Description for Deputy General Counsel.

B. Full-Time Service and Effort. JACQUES-ADAMS agrees to devote full time and effort to the performance of duties and responsibilities as the DEPUTY GENERAL COUNSEL to SBBC. JACQUES-ADAMS shall not engage in the practice of law on behalf of any client other than the SBBC and the School District, nor engage in other outside employment without the express written consent of the GENERAL COUNSEL.

C. Evaluation: The DEPUTY GENERAL COUNSEL shall undergo an annual evaluation by the GENERAL COUNSEL using an evaluation instrument designed / approved by the GENERAL COUNSEL.

4. PROBATIONARY PERIOD / COMPENSATION.

A. Probationary Period The ninety (90) day probationary period is hereby waived and shall not apply to JACQUES-ADAMS under this Agreement.

B. Salary/Compensation For all services rendered by the DEPUTY GENERAL COUNSEL pursuant to this Agreement, SBBC shall pay to and provide for the DEPUTY GENERAL COUNSEL the salary and other benefits described in this Agreement.

1. The DEPUTY GENERAL COUNSEL shall receive an annual salary of one hundred seventy-six thousand five hundred dollars and 00/100 ($176,500), less appropriate deductions for employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC's normal payroll procedures.

2. The DEPUTY GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of SBBC, excluding referendum funds.

3. FLORIDA BAR CERTIFICATION. The DEPUTY GENERAL COUNSEL will maintain Florida Bar Certification in Education Law during the Term of this Agreement and, in addition to the salary provided in Paragraph 4(B)(1) above, will receive an annual salary supplement in the amount of $3,500.00 (Three Thousand Five Hundred Dollars). The SBBC shall pay all fees and costs associated with obtaining and maintaining such certification status.

C. Retirement. In addition to the salary provided in Paragraph B above, the DEPUTY GENERAL COUNSEL shall participate in the Florida Retirement System and all other retirement programs for which she is or may become eligible during the term of this Agreement.

D. Insurance. For each year of this Agreement, SBBC shall provide health, dental, vision, life insurance and other flexible insurance benefits which the DEPUTY GENERAL COUNSEL elects for herself from SBBC's standard benefit program available to administrative employees. The DEPUTY GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of other managerial employees of SBBC.

E. Expenses. SBBC shall pay or reimburse the DEPUTY GENERAL COUNSEL for her reasonable and necessary expenses incurred in the performance of her duties hereunder in accordance with applicable state law and SBBC policies. Without limiting the generality of the foregoing, SBBC shall pay all expenses for the DEPUTY GENERAL COUNSEL to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of the

DEPUTY GENERAL COUNSEL's duties hereunder without further SBBC approval, and shall pay all membership fees and dues (including Bar dues) of the DEPUTY GENERAL COUNSEL in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in the furtherance of the performance of the DEPUTY GENERAL COUNSEL's duties hereunder. The DEPUTY GENERAL COUNSEL may hold offices or accept responsibilities in said professional organizations and associations, provided that such responsibilities do not interfere with the performance of her duties to SBBC.

F. Other Benefits. The DEPUTY GENERAL COUNSEL shall have the right to participate in any benefit or program to which other 12-month administrative employees of SBBC are entitled, unless otherwise expressly set forth herein.

G. Vacation, Sick Leave and Terminal Pay.

1. Vacation, Sick Leave and Holidays. During the term of employment under this Agreement, the DEPUTY GENERAL COUNSEL shall be entitled to the same annual leave benefits as authorized by SBBC's policies for administrative employees on 12-month calendars. In addition, the DEPUTY GENERAL COUNSEL shall be entitled to sick leave as authorized by SBBC's policies for administrative employees on 12-month calendars. The DEPUTY GENERAL COUNSEL shall be entitled to the same holidays as the 12-month administrative employees of SBBC.

2. Terminal Pay. Upon termination of employment, the DEPUTY GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates and up to the limits set forth in Board Policy 4480, as amended, as applicable to administrative employees hired on or after July 1, 1995; and (b) payment in a lump sum of accrued,

but unused, sick leave at the rates earned and up to the limits set forth in Board Policy 4305, as amended, applicable to administrative employees hired on or before July 1, 1995. These lump sum payments shall be in addition to any other amounts payable to the DEPUTY GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. SBBC shall have the right to terminate the DEPUTY GENERAL COUNSEL's employment hereunder in the event of her disability to perform fully her duties hereunder. The DEPUTY GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, she waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement. For purposes of this Agreement, "Disability" is herein defined as the DEPUTY GENERAL COUNSEL's permanent and total disability such that the DEPUTY GENERAL COUNSEL is unable to perform her duties as DEPUTY GENERAL COUNSEL for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of her essential duties, which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). Upon termination for Disability, DEPUTY GENERAL COUNSEL will be paid the lump sum termination benefits outlined in Section G(2) of this Agreement.

B. Termination. This Agreement may be terminated by SBBC for unsatisfactory performance by the GENERAL COUNSEL upon sixty (60) days written notice to

the DEPUTY GENERAL COUNSEL. In such case, the DEPUTY GENERAL COUNSEL shall be entitled to termination benefits set forth in Section G(2) of this Agreement.

C. Termination by Resignation. This Agreement may also be terminated by JACQUES-ADAMS by means of a resignation during the term of this Agreement without the consent of SBBC upon thirty (30) days notice. In such case, she will receive the termination benefits set forth in Section G(2) of this Agreement.

D. Payment in the Event of Death. In the event of the death of the DEPUTY GENERAL COUNSEL at any time during the term of this Agreement, SBBC shall pay to her surviving spouse, if any, or if the DEPUTY GENERAL COUNSEL does not have a surviving spouse, to the DEPUTY GENERAL COUNSEL's estate, an amount equal to the portion of the DEPUTY GENERAL COUNSEL's salary to which she was entitled through the date of her death, payable within one month of the date of her death, plus the termination benefits set forth in Section 4G together with such payments or benefits as may otherwise be applicable.

6. INDEMNIFICATION. The SBBC agrees to defend, hold-harmless, and indemnify JACQUES-ADAMS from any demands, claims, suits, actions, and legal proceedings brought against JACQUES-ADAMS in her individual capacity as an agent or employee of the SBBC in connection with any matter arising while JACQUES-ADAMS was acting within the scope of her employment to the full extent provided for by law. Notwithstanding the foregoing, SBBC shall not be obligated to indemnify JACQUES-ADAMS for any claims, losses or damages that are solely and directly caused by JACQUES-ADAMS's gross negligence or willful misconduct in accordance with § 1012.26 and 111.07 Florida Statutes.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement concerning employment arrangements between SBBC and the DEPUTY GENERAL COUNSEL.

8. NOTICE PROVISION. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving such notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	General Counsel The School Board of Broward County, Florida Kathleen C. Wright Administration Building 600 Southeast Third Avenue - 11th Floor Fort Lauderdale, Florida 33301
To: JACQUES-ADAMS:	KATHELYN JACQUES-ADAMS At such residential address as JACQUES-ADAMS maintains on file with Human Resources / Personnel

9. ASSIGNMENT. This Agreement shall inure to the benefit of, and shall be binding upon SBBC, its successors and assigns, and the DEPUTY GENERAL COUNSEL, her heirs and personal representative, but may not be assigned by the DEPUTY GENERAL COUNSEL.

10. PARTIAL INVALIDITY. If any provision or any part of this Agreement is determined to be unlawful, void, or invalid, that determination shall not affect any other provision of this Agreement, and all such provisions shall remain in full force and effect.

11. APPLICABLE LAW & VENUE. This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into

in Broward County, Florida, which is the proper venue for any litigation arising under this Agreement.

12. PARAGRAPH HEADINGS. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

13. MODIFICATION. Any modification of this Agreement shall be in writing and executed by both parties.

14. AUTHORITY PROVISION. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of June, 2026.

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By_____
Kathy Dupuy-Bruno, Esq., B.C.S.
Office of the General Counsel

For DEPUTY GENERAL COUNSEL

Witnesses _____

_____

By: _____
KATHELYN JACQUES-ADAMS

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 1st of June, 2026, by JACQUES-ADAMS who is personally known to me or who has produced n/a as identification and who ☑ did/did not first take an oath.

[Notary Seal]

_____
Signature - Notary Public

JOANNE C. FRITZ
Commission # HH 476577
Expires April 28, 2028

Joanne C. Fritz
Notary's Printed Name

My Commission Expires:

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this 9th day of June 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ROBERT PAUL VIGNOLA
(hereinafter referred to as "**VIGNOLA**" or
"ASSISTANT GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC desires that VIGNOLA be employed as ASSISTANT GENERAL COUNSEL, and VIGNOLA desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

2. EMPLOYMENT AND TERM. SBBC hereby employs VIGNOLA as ASSISTANT GENERAL COUNSEL and VIGNOLA hereby accepts and agrees to such employment for a term commencing July 1, 2026, and ending June 30, 2027.

3. DUTIES.

A. Duties and Assignments: In the conduct of his duties, the ASSISTANT GENERAL COUNSEL shall be fully and solely responsible and accountable to the GENERAL

COUNSEL and/or his or her designee. The duties and assignments of VIGNOLA as ASSISTANT GENERAL COUNSEL are delineated in the Board approved Job Description for Assistant General Counsel.

B. **Full-Time Service and Effort.** VIGNOLA agrees to devote full time and effort to the performance of duties and responsibilities as the ASSISTANT GENERAL COUNSEL to SBBC. VIGNOLA shall not engage in the practice of law on behalf of any client other than the SBBC and the School District, nor engage in other outside employment without the express written consent of the GENERAL COUNSEL.

C. **Evaluation**: The ASSISTANT GENERAL COUNSEL shall undergo an annual evaluation by the GENERAL COUNSEL using an evaluation instrument designed / approved by the GENERAL COUNSEL.

4. PROBATIONARY PERIOD / COMPENSATION.

A. **Probationary Period** The ninety (90) day probationary period is hereby waived and shall not apply to VIGNOLA under this Agreement.

B. **Salary/Compensation** For all services rendered by the ASSISTANT GENERAL COUNSEL pursuant to this Agreement, SBBC shall pay to and provide for the ASSISTANT GENERAL COUNSEL the salary and other benefits described in this Agreement.

The ASSISTANT GENERAL COUNSEL shall receive an annual salary of one hundred seventy-six thousand dollars and 00/100 ($176,000), less appropriate deductions for employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC's normal payroll procedures.

The ASSISTANT GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of SBBC, excluding referendum funds.

C. Retirement. In addition to the salary provided in Paragraph B above, the ASSISTANT GENERAL COUNSEL shall participate in the Florida Retirement System and all other retirement programs for which he is or may become eligible during the term of this Agreement.

D. Insurance. For each year of this Agreement, SBBC shall provide health, dental, vision, life insurance and other flexible insurance benefits which the ASSISTANT GENERAL COUNSEL elects for himself from SBBC's standard benefit program available to administrative employees. The ASSISTANT GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of other managerial employees of SBBC.

E. Expenses. SBBC shall pay or reimburse the ASSISTANT GENERAL COUNSEL for his reasonable and necessary expenses incurred in the performance of his duties hereunder in accordance with applicable state law and SBBC policies. Without limiting the generality of the foregoing, SBBC shall pay all expenses for the ASSISTANT GENERAL COUNSEL to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of the ASSISTANT GENERAL COUNSEL's duties hereunder without further SBBC approval, and shall pay all membership fees and dues (including Bar dues) of the ASSISTANT GENERAL COUNSEL in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in the furtherance of the performance of the ASSISTANT

GENERAL COUNSEL's duties hereunder. The ASSISTANT GENERAL COUNSEL may hold offices or accept responsibilities in said professional organizations and associations, provided that such responsibilities do not interfere with the performance of his duties to SBBC.

F. Other Benefits. The ASSISTANT GENERAL COUNSEL shall have the right to participate in any benefit or program to which other 12-month administrative employees of SBBC are entitled, unless otherwise expressly set forth herein.

G. Vacation, Sick Leave and Terminal Pay.

1. Vacation, Sick Leave and Holidays. During the term of employment under this Agreement, the ASSISTANT GENERAL COUNSEL shall be entitled to the same annual leave benefits as authorized by SBBC's policies for administrative employees on 12-month calendars. In addition, the ASSISTANT GENERAL COUNSEL shall be entitled to sick leave as authorized by SBBC's policies for administrative employees on 12-month calendars. The ASSISTANT GENERAL COUNSEL shall be entitled to the same holidays as the 12-month administrative employees of SBBC.

2. Terminal Pay. Upon termination of employment, the ASSISTANT GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates and up to the limits set forth in Board Policy 4480, as amended, as applicable to administrative employees hired on or after July 1, 1995; and (b) payment in a lump sum of accrued, but unused, sick leave at the rates earned and up to the limits set forth in Board Policy 4305, as amended, applicable to administrative employees hired on or before July 1, 1995. These lump sum payments shall be in addition to any other amounts payable to the ASSISTANT GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. SBBC shall have the right to terminate the ASSISTANT GENERAL COUNSEL's employment hereunder in the event of his disability to perform fully his duties hereunder. The ASSISTANT GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, he waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement. For purposes of this Agreement, "Disability" is herein defined as the ASSISTANT GENERAL COUNSEL's permanent and total disability such that the ASSISTANT GENERAL COUNSEL is unable to perform his duties as ASSISTANT GENERAL COUNSEL for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of his essential duties, which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). Upon termination for Disability, ASSISTANT GENERAL COUNSEL will be paid the lump sum termination benefits outlined in Section G(2) of this Agreement.

B. Termination. This Agreement may be terminated by SBBC for unsatisfactory performance by the GENERAL COUNSEL upon sixty (60) days written notice to the ASSISTANT GENERAL COUNSEL. In such case, the ASSISTANT GENERAL COUNSEL shall be entitled to termination benefits set forth in Section G(2) of this Agreement.

C. **Termination by Resignation**. This Agreement may also be terminated by VIGNOLA by means of a resignation during the term of this Agreement without the consent of SBBC upon thirty (30) days notice. In such case, he will receive the termination benefits set forth in Section G(2) of this Agreement.

D. **Payment in the Event of Death**. In the event of the death of the ASSISTANT GENERAL COUNSEL at any time during the term of this Agreement, SBBC shall pay to his surviving spouse, if any, or if the ASSISTANT GENERAL COUNSEL does not have a surviving spouse, to the ASSISTANT GENERAL COUNSEL's estate, an amount equal to the portion of the ASSISTANT GENERAL COUNSEL's salary to which he was entitled through the date of his death, payable within one month of the date of his death, plus the termination benefits set forth in Section 4G together with such payments or benefits as may otherwise be applicable.

6. **INDEMNIFICATION**: The SBBC agrees to defend, hold-harmless, and indemnify VIGNOLA from any demands, claims, suits, actions, and legal proceedings brought against VIGNOLA in his individual capacity as an agent or employee of the SBBC in connection with any matter arising while VIGNOLA was acting within the scope of his employment to the full extent provided for by law. Notwithstanding the foregoing, SBBC shall not be obligated to indemnify VIGNOLA for any claims, losses or damages that are solely and directly caused by VIGNOLA's gross negligence or willful misconduct in accordance with § 1012.26 and 111.07 Florida Statutes.

7. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement concerning employment arrangements between SBBC and the ASSISTANT GENERAL COUNSEL.

8. NOTICE PROVISION. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving such notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:
General Counsel
The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

To VIGNOLA:
ROBERT PAUL VIGNOLA
At such residential address as VIGNOLA maintains on file with Human Resources / Personnel

9. ASSIGNMENT. This Agreement shall inure to the benefit of, and shall be binding upon SBBC, its successors and assigns, and the ASSISTANT GENERAL COUNSEL, his heirs and personal representative, but may not be assigned by the ASSISTANT GENERAL COUNSEL.

10. PARTIAL INVALIDITY. If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.

11. APPLICABLE LAW & VENUE. This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into in Broward County, Florida which is the proper venue for any litigation arising under this Agreement.

12. PARAGRAPH HEADINGS. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

13. MODIFICATION. Any modification of this Agreement shall be in writing and executed by both parties.

14. AUTHORITY PROVISION. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of June, 2026.

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By_____
Kathy Dupuy-Bruno, Esq., B.C.S.
Office of the General Counsel

For ASSISTANT GENERAL COUNSEL

By: _____
ROBERT PAUL VIGNOLA

Witnesses

_____

_____

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1st of June, 2026, by ROBERT PAUL VIGNOLA who is personally known to me or who has produced n/a as identification and who did/did not first take an oath.

[Notary Seal]

JOANNE C. FRITZ
Commission # HH 476577
Expires April 28, 2028

_____
Signature - Notary Public

_____
Notary's Printed Name

My Commission Expires:

EIGHTEENTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS EIGHTEENTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 9th day of June 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THOMAS C. COONEY
(hereinafter referred to as "COONEY" or
"ASSISTANT GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC and COONEY entered into an Employment Agreement, dated on or about June 25, 2008 (hereinafter "Employment Agreement"); and

WHEREAS, SBBC subsequently amended the Employment Agreement on September 1, 2009; September 21, 2010; October 18, 2011; May 21, 2013; June 24, 2014; May 19, 2015; June 21, 2016; June 13, 2017; June 26, 2018; February 5, 2019; June 25, 2019; June 23, 2020; June 15, 2021; May 17, 2022; May 9, 2023; and May 21, 2024; June 17, 2025; and

WHEREAS, the current term of employment expires on June 30, 2026; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year as set forth herein; and

WHEREAS, the parties wish to further amend the Employment Agreement and First Amendment to Employment Agreement as to certain provisions described herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

2. EMPLOYMENT AND TERM. SBBC hereby employs COONEY as ASSISTANT GENERAL COUNSEL and COONEY hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2026 and ending June 30, 2027.

3. DUTIES AND ASSIGNMENTS:

The parties hereby agree to replace paragraph 3B of the Employment Agreement with the following provision:

B. Full-Time Service and Effort. COONEY agrees to devote full time and effort to the performance of duties and responsibilities as the ASSISTANT GENERAL COUNSEL to SBBC. COONEY shall not engage in the practice of law on behalf of any client other than the SBBC and the School District, nor engage in other outside employment without the express written consent of the GENERAL COUNSEL.

4. PROBATIONARY PERIOD / COMPENSATION.

The parties hereby agree to replace the third paragraph of paragraph 4B of the Employment Agreement(s) as it relates to salary increases or other compensation with the following provision:

B. Salary/Compensation

The ASSISTANT GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases

provided to other 12-month administrative employees of SBBC, excluding referendum funds.

5. TERMINATION.

The parties hereby agree to replace paragraph 5A of the Employment Agreement(s) with the following provision:

A. Termination for Disability. SBBC shall have the right to terminate the ASSISTANT GENERAL COUNSEL's employment hereunder in the event of his disability to perform fully his duties hereunder. The ASSISTANT GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, he waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement. For purposes of this Agreement, "Disability" is herein defined as the ASSISTANT GENERAL COUNSEL's permanent and total disability such that the ASSISTANT GENERAL COUNSEL is unable to perform his duties as ASSISTANT GENERAL COUNSEL for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of his essential duties, which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). Upon termination for Disability, ASSISTANT GENERAL COUNSEL will be paid the lump sum termination benefits outlined in Section G(2) of the Agreement.

6. **INDEMNIFICATION**: The SBBC agrees to defend, hold-harmless, and indemnify COONEY from any demands, claims, suits, actions, and legal proceedings brought against COONEY in his individual capacity as an agent or employee of the SBBC in connection with any matter arising while COONEY was acting within the scope of his employment to the full extent provided for by law. Notwithstanding the foregoing, SBBC shall not be obligated to indemnify COONEY for any claims, losses or damages that are solely and directly caused by COONEY's gross negligence or willful misconduct in accordance with § 1012.26 and 111.07 Florida Statutes.

7. **OTHER PROVISIONS IN EFFECT.** Except as expressly provided herein, all other portions of the Employment Agreement as amended remain in full force and effect.

8. **ORDER OF PRECEDENCE AMONG AGREEMENT DOCUMENTS**. In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

(a) This Eighteenth Amendment; then

(b) The Seventeenth Amendment; then

(c) The Sixteenth Amendment; then

(d) The Fifteenth Amendment; then

(e) The Fourteenth Amendment; then

(f) The Thirteenth Amendment; then

(g) The Twelfth Amendment; then

(h) The Eleventh Amendment; then

(i) The Tenth Amendment; then

(j) The Ninth Amendment; then

(k) The Eighth Amendment; then

(l) The Seventh Amendment; then

(m) The Sixth Amendment; then

(n) The Fifth Amendment; then

(o) The Fourth Amendment; then

(p) The Third Amendment; then

(q) The Second Amendment; then

(r) The First Amendment; then

(s) The Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of _____, 2026.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By_____
Kathy Dupuy-Bruno, Esq., B.C.S.
General Counsel

For ASSISTANT GENERAL COUNSEL

By: _____
THOMAS C. COONEY

Witnesses

_____

_____

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 1st of June, 2026, by THOMAS C. COONEY, who is personally known to me or who has produced N/A as identification and who ☐did/did not first take an oath.

[Notary Seal]

JOANNE C. FRITZ
Commission # HH 476577
Expires April 28, 2028

_____
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

My Commission Expires: _____

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 9th day of June 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

VIRGINIA BALKANSKI
(hereinafter referred to as "BALKANSKI" or
"ASSISTANT GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC and BALKANSKI entered into an Employment Agreement, dated on or about November 13, 2024 (hereinafter "Employment Agreement"); and

WHEREAS, SBBC subsequently amended the Employment Agreement on June 17, 2025; and

WHEREAS, the current term of employment expires on June 30, 2026; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year as set forth herein; and

WHEREAS, the parties wish to further amend the Employment Agreement and First Amendment to Employment Agreement as to certain provisions described herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein by reference.

2. **EMPLOYMENT AND TERM.** SBBC hereby employs BALKANSKI as ASSISTANT GENERAL COUNSEL and BALKANSKI hereby accepts and agrees to such employment, for an additional year, commencing July 1, 2026 and ending June 30, 2027.

3. **DUTIES AND ASSIGNMENTS:**

The parties hereby agree to replace paragraph 3B of the Employment Agreement with the following provision:

B. **Full-Time Service and Effort.** BALKANSKI agrees to devote full time and effort to the performance of duties and responsibilities as the ASSISTANT GENERAL COUNSEL to SBBC. BALKANSKI shall not engage in the practice of law on behalf of any client other than the SBBC and the School District, nor engage in other outside employment without the express written consent of the GENERAL COUNSEL.

4. **PROBATIONARY PERIOD / COMPENSATION.**

The parties hereby agree to replace the third paragraph of paragraph 4B of the Employment Agreement(s) as it relates to salary increases or other compensation with the following provision:

B. **Salary/Compensation**

The ASSISTANT GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of SBBC, excluding referendum funds.

5. TERMINATION.

The parties hereby agree to replace paragraph 5A of the Employment Agreement(s) with the following provision:

A. Termination for Disability. SBBC shall have the right to terminate the ASSISTANT GENERAL COUNSEL's employment hereunder in the event of her disability to perform fully her duties hereunder. The ASSISTANT GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, she waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement. For purposes of this Agreement, "Disability" is herein defined as the ASSISTANT GENERAL COUNSEL's permanent and total disability such that the ASSISTANT GENERAL COUNSEL is unable to perform her duties as ASSISTANT GENERAL COUNSEL for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of her essential duties, which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). Upon termination for Disability, ASSISTANT GENERAL COUNSEL will be paid the lump sum termination benefits outlined in Section G(2) of the Agreement.

6. INDEMNIFICATION. The SBBC agrees to defend, hold-harmless, and indemnify BALKANSKI from any demands, claims, suits, actions, and legal proceedings brought against BALKANSKI in her individual capacity as an agent or employee of the SBBC in connection with any matter arising while BALKANSKI was acting within the scope of her

employment to the full extent provided for by law. Notwithstanding the foregoing, SBBC shall not be obligated to indemnify BALKANSKI for any claims, losses or damages that are solely and directly caused by BALKANSKI 's gross negligence or willful misconduct in accordance with § 1012.26 and 111.07 Florida Statutes.

7. OTHER PROVISIONS IN EFFECT. Except as expressly provided herein, all other portions of the Employment Agreement as amended remain in full force and effect.

8. ORDER OF PRECEDENCE AMONG AGREEMENT DOCUMENTS. In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

(a) This Second Amendment; then

(b) The First Amendment; then

(c) The Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of _____, 2026.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By_____
Kathy Dupuy-Bruno, Esq., B.C.S.
General Counsel

For ASSISTANT GENERAL COUNSEL

By: _____
VIRGINIA BALKANSKI

Witnesses

_____

_____

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th of May, 2026, by VIRGINIA BALKANSKI, who is personally known to me or who has produced N/A as identification and who did/did not first take an oath.

[Notary Seal]

_____
Signature - Notary Public

_____
Notary's Printed Name

My Commission Expires: _____

JOANNE C. FRITZ
Commission # HH 476577
Expires April 28, 2028

FIRST AMENDMENT
TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into as of this 9th day of June 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GISELI F. LEMAY
(hereinafter referred to as "LEMAY" or
"ASSISTANT GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC and LEMAY entered into an Employment Agreement, dated on or about June 17, 2025 (hereinafter "Employment Agreement"); and

WHEREAS, the current term of employment expires on June 30, 2026; and

WHEREAS, the parties mutually desire to extend the term of employment for an additional year as set forth herein; and

WHEREAS, the parties wish to further amend the Employment Agreement as to certain provisions described herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein by reference.

2. EMPLOYMENT AND TERM. SBBC hereby employs LEMAY as ASSISTANT GENERAL COUNSEL and LEMAY hereby accepts and agrees to such employment for a term commencing July 1, 2026 and ending June 30, 2027.

3. DUTIES AND ASSIGNMENTS.

The parties hereby agree to replace paragraph 3B of the Employment Agreement with the following provision:

B. Full-Time Service and Effort. LEMAY agrees to devote full time and effort to the performance of duties and responsibilities as the ASSISTANT GENERAL COUNSEL to SBBC. LEMAY shall not engage in the practice of law on behalf of any client other than the SBBC and the School District, nor engage in other outside employment without the express written consent of the GENERAL COUNSEL.

4. PROBATIONARY PERIOD / COMPENSATION.

The parties hereby agree to replace the third paragraph of paragraph 4B of the Employment Agreement(s) as it relates to salary increases or other compensation with the following provision:

B. Salary/Compensation

The ASSISTANT GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of SBBC, excluding referendum funds.

5. TERMINATION.

The parties hereby agree to replace paragraph 5A of the Employment Agreement(s) with the following provision:

A. Termination for Disability. SBBC shall have the right to terminate the ASSISTANT GENERAL COUNSEL's employment hereunder in the event of her disability to perform fully her duties hereunder. The ASSISTANT GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, she waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement. For purposes of this Agreement, "Disability" is herein defined as the ASSISTANT GENERAL COUNSEL's permanent and total disability such that the ASSISTANT GENERAL COUNSEL is unable to perform her duties as ASSISTANT GENERAL COUNSEL for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of her essential duties, which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). Upon termination for Disability, ASSISTANT GENERAL COUNSEL will be paid the lump sum termination benefits outlined in Section G(2) of the Agreement.

6. INDEMNIFICATION. The SBBC agrees to defend, hold-harmless, and indemnify LEMAY from any demands, claims, suits, actions, and legal proceedings brought against LEMAY in her individual capacity as an agent or employee of the SBBC in connection with any matter arising while LEMAY was acting within the scope of her employment to the full

extent provided for by law. Notwithstanding the foregoing, SBBC shall not be obligated to indemnify LEMAY for any claims, losses or damages that are solely and directly caused by LEMAY's gross negligence or willful misconduct in accordance with § 1012.26 and 111.07 Florida Statutes.

7. OTHER PROVISIONS IN EFFECT. Except as expressly provided herein, all other portions of the Employment Agreement remain in full force and effect.

8. ORDER OF PRECEDENCE AMONG AGREEMENT DOCUMENTS. In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

(a) The First Amendment; then

(b) The Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of _____, 2026.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

For SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL CONTENT

By_____
Kathy Dupuy-Bruno, Esq., B.C.S.
General Counsel

For ASSISTANT GENERAL COUNSEL

Witnesses _____

_____

By: _____
GISELI F. LEMAY

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 1 of June, 2026, by GISELI F. LEMAY, who is personally known to me or who has produced N/A as identification and who ☐did/did not first take an oath.

[Notary Seal]

JOANNE C. FRITZ
Commission # HH 476577
Expires April 28, 2028

_____
Signature - Notary Public

Joanne C. Fritz
Notary's Printed Name

My Commission Expires:

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	GG. General Counsel
DEPARTMENT:	General Counsel

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

TITLE:

Special Counsel Services Agreement - Ruiz Trial Law, PLLC.

REQUESTED ACTION:

Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Ruiz Trial Law, PLLC. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

The annual financial impact to the District is $85,000.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathy Dupuy-Bruno, Esq.	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel Jun 2, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Special Counsel Services Agreement – Ruiz Trial Law, PLLC

Board Meeting Date: June 9, 2026

Requested Action: Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Ruiz Trial Law, PLLC.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board votes "Yes," Ruiz Trial Law, PLLC will provide legal services to SBBC pursuant to the Special Counsel Services Agreement
If the School Board votes "No"	• If the School Board votes "No," Ruiz Trial Law, PLLC would not represent SBBC, and the SBBC would be required to seek alternative legal counsel, which could result in higher market rates or less specialized experience.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Approval of this Agreement ensures continuity of specialized legal representation at negotiated rates, supporting effective risk management, timely legal guidance, and avoidance of higher market-rate costs that could result from engaging alternative counsel. The return on investment is realized through cost-conscious access to experienced counsel, operational continuity, and mitigation of potential legal exposure.

Background/History

The Office of the General Counsel continues to evaluate and implement operational strategies designed to improve the delivery of legal services to the District while maximizing efficiency, responsiveness, continuity, and fiscal responsibility. As part of this effort, the District is transitioning to a more centralized and modern legal services model focused on proactive legal support, timely responsiveness, and strategic management of outside legal expenditures.

Labor and employment matters represent one of the District's most active and operationally sensitive areas of legal practice. These matters require ongoing legal support, immediate accessibility to counsel, attendance at labor negotiations and grievance proceedings, assistance with employee discipline and due process matters, and close coordination with Human Resources and District leadership. Given the volume and time-sensitive nature of these matters, delays in legal support can significantly impact operations, employee relations, negotiations, and risk management.

To enhance the District's labor and employment representation while improving cost predictability and access to counsel, the Office of the General Counsel is recommending the engagement of Ruiz Trial Law, PLLC under a flat annual fee structure. Ruiz Trial Law, PLLC, and specifically attorney Fabian A. Ruiz, have previously represented the District in labor and employment matters. Mr. Ruiz is familiar with the District's operations, labor environment, personnel structure, and collective bargaining processes, and has established positive working relationships with District staff and leadership.

Mr. Ruiz has also been instrumental in assisting the District during labor negotiations and in helping resolve multiple union-related matters while working closely with District staff, Human Resources, labor relations personnel, and the General Counsel. His collaborative and practical approach at the bargaining table has assisted the District in addressing complex labor issues in an efficient and solution-oriented manner.

The proposed structure provides the District with direct and ongoing access to experienced labor and employment counsel for a fixed annual cost of $85,000, thereby avoiding the unpredictability and escalation of fees commonly associated with traditional hourly billing arrangements. Under a standard hourly model, collective bargaining sessions, grievance hearings, employee discipline matters, strategy meetings, and ongoing Human Resources consultation can result in substantial and fluctuating legal expenses. The flat-fee structure instead allows the District to obtain consistent and readily accessible legal representation without concern that each meeting, consultation, appearance, or negotiation session will generate additional hourly charges.

Importantly, this structure enhances the District's access to counsel by allowing Human Resources, labor relations staff, administration, and the General Counsel to work proactively and collaboratively with labor counsel as issues arise, rather than limiting involvement due to concerns regarding escalating fees. This approach promotes early intervention, problem-solving, consistency, and operational efficiency.

Under this arrangement, special counsel will work under the direction of the General Counsel and will provide comprehensive labor and employment legal support to the District. These services will be supplemented and coordinated with the District's Assistant General Counsels to ensure continuity, collaboration, responsiveness, and centralized legal oversight. Services will include participation in collective bargaining and labor negotiations, attendance at grievance hearings and arbitrations, assistance with employee discipline and due process matters, labor and employment advice and counsel, review and drafting of employment-related policies and documents, strategic Human Resources support, and other labor and employment matters assigned by the General Counsel.

This arrangement is expected to enhance continuity, responsiveness, accessibility, and overall representation in labor and employment matters while supporting the District's broader operational goals of efficiency, centralized legal coordination, and responsible fiscal management.

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

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No. **Acquisition Method**: N/A

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

Budget Impact Summary Statement:

1. The annual financial impact to the District is $85,000.
2. The Agreement shall be funded through the Office of the General Counsel's operating budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**

Multi-Year Agreement that begins 06/09/2026. The District retains the right to cancel services at any time.	Multi-Year Agreement	$85,000 annually

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY26	1 month	General Fund Office of the General Counsel	$8,000	Y

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	Multi-Year Agreement	General Fund Office of the General Counsel	$85,000 annually
FY28	Multi-Year Agreement	General Fund Office of the General Counsel	$85,000 annually

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A

End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Special Counsel Services Agreement

SPECIAL COUNSEL SERVICES AGREEMENT

THIS SPECIAL COUNSEL SERVICES AGREEMENT (the "Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RUIZ TRIAL LAW, PLLC
(hereinafter referred to as "FIRM"),
whose principal place of business is
9100 South Dadeland Boulevard, Suite 1500, Miami, Florida 33156

RECITALS

A. **WHEREAS**, SBBC desires to retain the FIRM and the FIRM desires to be retained by SBBC, to provide legal services from time to time in the practice areas of labor, employment, and any and all transactional matters including, but not limited to, contracts, policies, and other documents.

B. **WHEREAS**, the FIRM represents that it has sufficient experience to provide competent and professional legal representation to SBBC in connection with such areas of practice.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2028, unless terminated earlier

pursuant to section 3.5 of this Agreement. The term of this Agreement may, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, be extended for one (1) additional additional two (2) year period.

2.2 **Duties of Firm**. FIRM shall perform such legal services and provide representation as may be reasonably necessary to assist SBBC in the practice areas of labor and employment law, including, but not limited to: the handling of a reasonable number of employee grievances consistent with the flat fee compensation structure set forth herein; representation in labor negotiations and collective bargaining to include actively participating in bargaining negotiations and contract drafting, to a reasonable extent; assist with due process cases and employee discipline matters; labor and employment advice and counsel; review and drafting of employment-related policies and other documents; and such other matters reasonably related to the foregoing. The parties acknowledge that the scope of services contemplated by this Agreement is intended to be commensurate with the flat annual fee set forth in Section 2.4, and SBBC agrees to limit its requests for services to a volume and complexity reasonably consistent with that fee structure. In the event that the volume or complexity of matters materially exceeds what is reasonable under the circumstances, the parties shall negotiate in good faith an appropriate adjustment to the compensation set forth herein. FIRM's work shall be directed by SBBC's General Counsel. Services may include, but not necessarily be limited to, attendance at meetings, collective bargaining negotiations, and arbitration hearings, due process hearings, discipline hearings, drafting of motions, pleadings, discovery, memoranda, legal review and update of legal documents, contracts, policies, and other documents, legal research, and other matters as directed by SBBC's General Counsel. Attorney Fabian A. Ruiz shall be the primary point of contact and primary provider of legal services under this Agreement.

2.3 **Conflicts of Interest**. FIRM attests that it presently represents no other client that presents or will present a conflict of interest with SBBC. If FIRM becomes aware of a conflict between the interests of any of the FIRM's other present or future clients and the interests of SBBC, FIRM shall promptly notify SBBC. The parties agree that any potential conflicts on individual matters will be raised and addressed on a matter-by-matter basis.

2.4 **Compensation - Fees.** SBBC shall compensate FIRM for professional services rendered under this Agreement at a flat annual fee of Eighty-Five Thousand Dollars and 00/100 Cents ($85,000.00), billed in equal monthly installments of Seven Thousand Eighty-Three Dollars and 33/100 Cents ($7,083.33), due on the first day of each calendar month. The flat fee shall cover all professional services rendered by partners, associate attorneys, and paralegals of FIRM assigned to SBBC matters by SBBC's General Counsel, provided that the volume and scope of services requested by SBBC shall be reasonable and consistent with the nature of the engagement contemplated by this Agreement. In the event that SBBC requests services of an extraordinary volume or scope materially exceeding what is reasonable under the circumstances, the parties shall negotiate in good faith an appropriate increase to the compensation set forth herein.

2.5 **Compensation - Costs**. The FIRM shall bill SBBC for the following costs:

2.5.1 Reimbursement of costs of such items as exhibits, transcripts, and witness fees require prior authorization by SBBC's General Counsel and shall be reimbursed based upon documented third-party vendor charges. SBBC shall not pay for FIRM surcharges added to third-party vendor charges.

2.5.2 Non-routine office overhead expenses such as courier services, bulk third-party copying, photographs and computer-assisted legal research services must be justified to SBBC and shall be reimbursed based on documented third-party vendor charges. In-house bulk copying expenses must be justified to SBBC, must be supported by usage logs or similar documentation, and will be reimbursed at Fifteen Cents ($0.15) per page. FIRM shall endeavor to utilize the facilities of SBBC for bulk third-party copying and similar non-routine overhead prior to obtaining in-house or third-party services.

2.5.3 FIRM shall only bill SBBC for a proportionate share of legal research costs, attending hearings or engaging in client representation of any type, which is also applicable to other clients.

2.5.4 Exceptional non-routine office overhead expenses must be expressly defined in the Agreement or an Amendment hereto and approved by SBBC before being incurred.

2.5.5 SBBC shall not pay travel reimbursement (such as mileage or tolls).

2.6 **Invoices**. FIRM shall bill SBBC monthly via SBBC's Thomson Reuters Legal Tracker e-billing system (f/k/a Serengeti) or other SBBC e-billing system as designated by SBBC's General Counsel. FIRM shall ensure that each statement for fees and costs shall be in a format that includes, at a minimum, the following information:

2.6.1 Matter name and number, if applicable, or other legal matter reference.

2.6.2 Invoice number for the particular bill.

2.6.3 Inclusive dates of the month covered by the invoice.

2.6.4 The aggregate amount due for each monthly invoice (Seven Thousand Eighty-Three Dollars and 33/100 Cents ($7,083.33).

2.6.5 A listing of all invoiced costs to be reimbursed pursuant to section 2.5.1 above. Invoiced costs must be accompanied by copies of actual receipts. The total amount invoiced will only reflect the current bill. Prior balances or payment history should be shown separately, if at all. Any other information as may be requested by SBBC's General Counsel.

2.6.6 All invoices shall be reviewed and approved by the Office of the General Counsel prior to payment being issued.

2.7 **Inspection of FIRM's Records by SBBC**. FIRM shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement (hereafter "Records"). All FIRM's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, and claims submitted by FIRM or any of FIRM's payees pursuant to this Agreement. FIRM's Records subject to examination include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. FIRM's Records subject to this section include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.7.1 FIRM's Records Defined. For the purposes of this Agreement, the term "FIRM's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

2.7.2 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to FIRM's Records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FIRM pursuant to this Agreement.

2.7.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide FIRM reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction.

2.7.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to FIRM's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.7.5 Failure to Permit Inspection. Failure by FIRM to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any FIRM's claims for payment by SBBC.

2.7.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FIRM in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FIRM. If the audit discloses billings or charges to which FIRM is not contractually entitled, FIRM shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.7.7 Inspector General Audits. FIRM shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.8 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: General Counsel for the School Board
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To FIRM: Fabian A. Ruiz, Esq.
Ruiz Trial Law, PLLC
9100 South Dadeland Boulevard, Suite 1500
Miami, Florida 33156

2.9 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.11 **Background Screening.** FIRM shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of FIRM's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of FIRM or its personnel providing any services under this Agreement. FIRM shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to FIRM and its personnel. The parties agree that the failure of FIRM to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit FIRM to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. FIRM agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from FIRM's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FIRM shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, FIRM shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FIRM shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FIRM does not transfer the public records to SBBC. Upon completion of the Agreement, FIRM shall transfer, at

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

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Insurance Requirements.** FIRM shall maintain professional liability insurance throughout the term of this Agreement. Upon request by SBBC or its agent or authorized representative, FIRM shall provide SBBC with a copy of its current certificate of insurance.

2.14 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.15 **Certification Regarding Scrutinized Activities**. Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

1. July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

2. July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes,

or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria.

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

2.17 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this

Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third-party or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by either SBBC or the FIRM during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining

upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid,

illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Kathy Dupuy-Bruno, Esq., B.C.S.
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR FIRM:

(Corporate Seal)

RUIZ TRIAL LAW, PLLC

ATTEST:

By: _____

Print Name: Fabian A. Ruiz, Esq.

Witness Signature

Print Name: Maria-Elisa Ruiz

Title: Sole Member

Witness Signature

Print Name: Carolina Li Alvarez

Date: 6/1/2026

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

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6/1/2026 (*date*) by Fabian A. Ruiz (*name of officer or agent, title of officer or agent*) of Ruiz Trial Law (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 1st day of ~~March~~ June 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

CRISTINA DE HOMBRE
Commission # HH 475064
Expires December 20, 2027

Cristina DeHombre
Printed Name of Notary

HH475064
Notary's Commission No.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	GG. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	GG-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Settlement Agreement and Release – Florida International Consulting Engineers Design, Inc. v. The School Board of Broward County, Florida, et al.

REQUESTED ACTION:

Approve the Settlement Agreement and Release between The School Board of Broward County, Florida ("SBBC"), Florida International Consulting Engineers Design, Inc. ("FICE"), AECOM Technical Services, Inc. ("AECOM"), and Heery International, Inc. n/k/a Turner & Townsend Heery, LLC ("Heery"). Districts 1, 3, 4, 5, and 7

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Settlement Agreement

FINANCIAL IMPACT:

The financial impact to the District is $1,700,000 and will be funded through Capital funding sources.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathy Dupuy-Bruno, Esq.	Phone:	754-321-2050
Name:	Thomas C. Cooney, Esq.	Phone:	754-321-2050

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel Jun 2, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Settlement Agreement and Release – Florida International Consulting Engineers Design, Inc. v. The School Board of Broward County, Florida, et al.

Board Meeting Date: June 9, 2026

Requested Action: Approve the Settlement Agreement and Release between The School Board of Broward County, Florida ("SBBC"), Florida International Consulting Engineers Design, Inc. ("FICE"), AECOM Technical Services, Inc. ("AECOM"), and Heery International, Inc. n/k/a Turner & Townsend Heery, LLC ("Heery").

General Information

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

District-zone Impact/Board Member: Districts 1, 3, 4, 5, and 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If SBBC votes "Yes," the Lawsuit and all related third-party claims will be fully and finally resolved through a global settlement, releases will be exchanged upon satisfaction of conditions precedent, and the litigation will be dismissed with prejudice with each party bearing its own attorneys' fees and costs.
If the School Board votes "No"	• If SBBC votes "No," the litigation will continue, resulting in additional legal expense, risk, and uncertainty.
Alignment to the 2027 Strategic Goals and Guardrails	• This item supports the District's 2027 Strategic Goals and Guardrails of Accountability through responsible fiscal stewardship.
Measurable Outcome(s)/Return on Investment	• Avoidance of continued litigation costs; certainty of outcome; closure of all claims covered by the Settlement Agreement

Background/History

FICE provided professional design and construction administration services to SBBC pursuant to multiple Professional Services Agreements associated with several District capital projects. Disputes arose regarding FICE's services and compensation, and on

October 25, 2023, FICE filed suit against SBBC and AECOM in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Case No. CACE 23 020213. SBBC thereafter filed a third party complaint against Heery. All defendants denied liability. Following negotiations and mediation, and without any admission of liability, the parties reached a global settlement reflecting a compromise of disputed claims as a business decision to avoid the costs and risks of continued litigation.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

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

Budget Impact Summary Statement:

1. **Approval of this item will result in a $1,700,000 financial impact and a corresponding increase in budget authority for the District.**
2. **The Agreement will be funded through Capital funding sources.**

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
See Settlement Agreement	One-time	$1,700,000.00

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
'25'26	N/A	Capital Outlay Funds	$1,700,000.00	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

Settlement Agreement and Release with Exhibits.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into this 9th day of June, 2026, by THE SCHOOL BOARD OF BROWARD COUNTY ("SBBC"), FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC. ("FICE"), AECOM TECHNICAL SERVICES, INC. ("AECOM") and HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC ("HEERY"), collectively referred to as the "Parties":

RECITALS

WHEREAS, SBBC is a political subdivision of the State of Florida, which is responsible for operating, maintaining and improving various educational facilities, including the following:

1. Westchester Elementary School
   12405 Royal Palm Blvd, Coral Springs, FL 33065

2. Attucks Middle School
   3500 N 22nd Ave, Hollywood, FL 33020

3. Sunrise Middle School
   1750 NE 14th St, Fort Lauderdale, FL 33304

4. Lloyd Estates Elementary School
   750 NW 41st St, Fort Lauderdale, FL 33309

5. Atlantic West Elementary School
   301 NW 69th Terrace, Margate, FL 33063

6. Lauderhill 6-12 School
   1901 NW 49th Ave, Lauderhill, FL 33313

7. Pasadena Lakes Elementary School
   8801 Pasadena Blvd, Pembroke Pines, FL 33024

8. Charles Drew Elementary School
   1000 NW 31st Ave, Pompano Beach, FL 33069

(hereinafter collectively referred to as "Projects");

WHEREAS, SBBC entered into separate Professional Services Agreements (collectively the "PSA's") with FICE for each of the Projects pursuant to which FICE was to provide professional design services for improvements to the Projects and/or provide construction administration services for the Projects;

WHEREAS, during the course of the Projects, a dispute arose between SBBC and FICE resulting in FICE filing a lawsuit against SBBC and SBBC's program manager, AECOM

on October 25, 2023, and styled as *Florida International Consulting Engineers Design, Inc. v. The School Board of Broward County, Florida, AECOM Technical Services, Inc, and Kathleen Langan,* with *Case No.: CACE-23-020213,* and currently pending in the Circuit Court of Broward County, Florida (the "Lawsuit");

WHEREAS the SBBC filed a 3rd Party Complaint against HEERY for indemnification and breach of contract alleging that HEERY was responsible for some or all of FICE's allegations against the SBBC in FICE's operative Complaint;

WHEREAS, the SBBC, AECOM and HEERY denied all liability and filed various affirmative defenses;

WHEREAS, the Parties, without admitting liability, and as a business decision, desire to compromise and settle all claims in the Lawsuit between them;

WHEREAS, with regard to resolution of the Lawsuit as outlined in this Agreement, the Parties agree to bear their own costs, including expert and attorney's fees.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. The Parties agree that the foregoing recitals are true and correct and such recitals are incorporated by reference.

2. Payment and Cooperation. Within thirty (30) days of the date the Board of the SBBC meets and approves this Agreement at a duly noticed and authorized meeting, the Parties shall pay FICE the total sum of One Million Nine Hundred Thousand and 0/100 ($1,900,000.00) (the "Settlement Sum") in full and complete settlement of all claims in the Lawsuit as follows: The SBBC shall pay FICE the sum of One Million Seven Hundred Thousand Dollars and 0/100 ($1,700,000.00) (the "SBBC Settlement Sum"); AECOM shall pay FICE the sum of One Hundred Seventy Thousand Dollars and 0/100 ($170,000.00); and HEERY shall pay FICE the sum of Thirty Thousand Dollars and 0/100 ($30,000.00). The Parties' payment obligation is not joint and several. No individual Party shall be liable for the payment of another Party. FICE shall cooperate with SBBC in executing any project forms or documentation necessary to memorialize the claims being paid pursuant to this Agreement.

3. Release, Reservation of Rights and Claims. The Parties release each other per the Releases However, nothing in this Agreement shall be construed to release the Parties from any existing or future obligations under the terms of the PSA's, and the terms and conditions of the PSA's shall remain in full force and effect. The Parties further agree to execute and exchange the release in the form attached as Exhibit "A," which extend through October 14, 2025 (the "Effective Date"). The Releases as to each party are conditioned upon full performance of the terms contained herein applicable to such party, and receipt of the payments referred to in paragraph 2 above, as applicable, for each party. The Releases shall be fully executed and held in escrow until such time as all conditions precedent and payments noted hereinabove have been made by each respective party.

4. Approval of Agreement: Approval of this Agreement by the SBBC at a duly called Board Meeting, shall serve as a condition precedent to payment of the Settlement Sum, as well as the obligation of the Parties to release each other as referenced in paragraph 3, and the obligation of FICE to submit a Payment Requisition for the Projects requesting payment of the SBBC Settlement Sum to FICE in the manner and form attached as Exhibit "B." . The Parties shall deliver the Settlement Sum to FICE, on or before the thirtieth (30th) consecutive calendar day after approval of this Agreement by the SBBC at a duly called Board Meeting, and delivery of the aforementioned documents to counsel for the SBBC, whichever event occurs last. Approval of this Agreement shall be placed on the Agenda for the Board Meeting that follows this Agreement's execution by the Parties.

To the extent that any conditions precedent as described herein have not been satisfied, all documents (including the Release) shall be returned to FICE, and this Agreement shall be declared null and void.

5. Dismissal of Lawsuit with Prejudice: Within three (3) business days of receipt of final payment, FICE shall submit to counsel for SBBC, AECOM and HEERY the fully executed Stipulation for Final Order of Dismissal with Prejudice using the form attached hereto as Exhibit "C." It is understood and agreed that pursuant to the Stipulation, a proposed Final Order of Dismissal with Prejudice, using the form attached hereto as Exhibit "D," shall be submitted to the Court for entry by the Judge. Within three (3) business days of SBBC's receipt of FICE's Stipulation for Final Order of Dismissal with Prejudice, SBBC's counsel will file with the Court a Notice of Voluntary Dismissal with Prejudice of the 3rd Party Complaint against Heery.

6. Merger and Modification. The Parties covenant that no representations or promises other than those expressed in this Agreement were made to them in regard to this Agreement, and all prior representations and promises are deemed merged herein. This Agreement constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof and no modifications of this Agreement shall be binding unless signed by all Parties.

7. Non-Admission. This Agreement shall not constitute and shall not be construed as evidence or an admission of liability or wrongdoing by the Parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any action upon this Agreement shall be Broward County, Florida. The prevailing party in any action necessary to enforce the Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

9. Construction. The terms and conditions hereof have been negotiated by the Parties. In the event that it shall be necessary to construe this Agreement, there shall be no presumptions against any of the Parties.

10. Advice of Counsel. The Parties acknowledge that they have read and understand the foregoing and that they are represented by legal counsel, who has had the opportunity to review this Agreement prior to the execution thereof. The terms of this Agreement are voluntarily accepted by the Parties for the purpose of making a full and final compromise, adjustment and

settlement of any and all claims, disputed or otherwise, raised in the Lawsuits. The Parties further represent and warrant that they have conducted an independent investigation of the facts, that they do not rely upon any statement or representation of the other parties or representatives of the other parties in entering into this Agreement, other than as expressly provided for in the Agreement, and they have accepted the terms of this Agreement as a complete compromise of matters involving disputed issues of law and fact, and assume the risk that the facts or law may be other than as they believe.

11. Authority. The undersigned, by their signatures, represent that this Agreement and execution hereof has been duly authorized by all necessary corporate and partnership actions and that they are duly authorized and empowered to execute this Agreement and to bind the Parties to the matter set forth herein.

12. Counterparts. The Parties agree that this Agreement can be signed/executed in counterparts and this Agreement with all counterparts will represent the full Agreement between the Parties.

13. No assignment of Claims. The Parties and their respective attorneys represent and warrant that they have not transferred, assigned or purported to transfer or assign, to any entity, person or corporation, any claim, demand, counterclaim, or cause of action – or portion thereof - that was or could have been raised in connection with the Lawsuit.

14. Time is of the essence. The Parties agree that time is of the essence as to all obligations outlined in this Agreement.

[END OF AGREEMENT - SIGNATURE PAGES TO FOLLOW]

FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC.

By: _____

Print Name: JAMES KHALIL

Title: PRESIDENT

Date: 4/14/2026

THE SCHOOL BOARD OF BROWARD COUNTY, Florida

(Corporate Seal)
ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Director. Howard Hepburn,
Superintendent of Schools

Approved as to form and legal content

_____
Office of the General Counsel

Cadre Counsel for the School Board

_____
Edward C. Lohrer, Esquire

AECOM TECHNICAL SERVICES, INC.

By: _____

Print Name: PEDRO CAPESTANY

Title: VICE PRESIDENT

Date: 4/21/2026

HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC

_____

By: _____

Print Name: Rob Chomiak

Title: President

Date: 04/29/2026

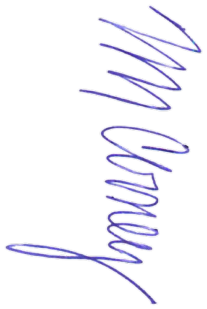


EXHIBIT "A"

RELEASES

KNOW ALL MEN BY THESE PRESENTS that FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC. ("FICE"), First Party, for and in consideration of the sum of One Million Nine Hundred Thousand and 00/100 Dollars ($1,900,000.00), and other valuable consideration, received from or on behalf of THE SCHOOL BOARD OF BROWARD COUNTY ("SBBC"), , AECOM TECHNICAL SERVICES, INC. ("AECOM") and HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC ("HEERY"), (collectively, "Second Party"), the receipt and sufficiency of which is hereby acknowledged as per the terms of the Settlement Agreement and Mutual Release:

> Singular and plural, heirs, legal representatives, agents, employees, attorneys, and assigns of individuals and the subsidiaries, affiliates, parent corporations, and each of their respective present and former officers, agents, employees including, but not limited to, shareholders, directors, attorneys, insurers, sureties, successors and assigns of corporations, agencies, or political bodies, wherever the context so admits or requires.

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the said Second Party, of and from all claims asserted or that could have been asserted against Second Party in that certain action styled, *Florida International Consulting Design, Inc. v. The School Board of Broward County, Florida, AECOM Technical Services, inc. and Kathleen Langan*, a Broward County CASE NO: CACE-23-020213, claims at law or in equity, including but not limited to, claims involving labor, services, materials, delays, change orders, compensatory damages, punitive damages, costs, expenses, and attorneys' fees arising from or relating to the Lawsuit, the PSAs and/or Projects through the Effective Date of the Agreement. Notwithstanding the above, the scope of the Releases provided herein does not include any Construction Administration or fees for those FICE PSA's based on a percentage of the construction costs incurred after the Effective Date of the Agreement; nor any future not-yet-accrued claims (unperformed ASR's), if any, which may arise by any party pertaining to any Additional Service Requests ("ASRs") pending as of the Effective Date or which may have been or will be issued and duly executed after the Effective Date;

or the contractual PSA obligations of any party relating to ongoing work on the Projects. It is explicitly acknowledged by all parties that Heery has no further involvement after completing its obligations under the Agreement for Program Manager/Owner's Representative Services dated August 18, 2015 related to the Projects outlined in the Settlement Agreement and Release and that no ASRs pending as of the Effective Date involve Heery, and no claims postdating the Effective Date will involve Heery in any capacity.

Additionally, SBBC, AECOM and HEERY hereby remise, release, acquit, satisfy, and forever discharge each other of and from all claims asserted or that could have been asserted against each other in that certain action styled, *Florida International Consulting Design, Inc. v. The School Board of Broward County, Florida, AECOM Technical Services, inc. and Kathleen Langan*, a Broward County CASE NO: CACE-23-020213, claims at law or in equity, including, but not limited to, claims involving labor, services, materials, delays, change orders, compensatory damages, punitive damages, costs, expenses, and attorneys' fees arising from or relating to the Lawsuit and/or Projects through the Effective Date of the Agreement.

First Party further states it is the proper and authorized entity to execute this Release as and upon behalf of First Party and that it has not assigned, sold, signed, transferred, conveyed, pledged or otherwise disposed of or encumbered any of the claims, damages and other matters referenced herein that are the subject of this Release.

First Party also acknowledges that Second Party has not admitted liability in this matter, that this has been a contested matter in all respects, that this settlement is made as a business decision in full compromise of doubtful and disputed claims, and that neither this Release, nor any payment made pursuant thereto, shall be construed as an admission of liability by Second Party, such liability being expressly denied by Second Party.

IN WITNESS WHEREOF we have hereunto set our hands and seal this _____ day of _____, 2026.

[END OF RELEASES – SIGNATURE PAGES TO FOLLOW]

FLORIDA INTERNATIONAL CONSULTING
ENGINEERS DESIGN, INC.

By: James Khalil

State of Florida)
County of Miami - Dade)

THE FOREGOING Release was acknowledged before me this 15th day of April 2026 by James Khalil on behalf of FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC., who is personally known to me or who has produced Drivers License as identification and who did take an oath.

MARITE SAURA
Notary Public - State of Florida
Commission # HH 507522
My Comm. Expires Jul 20, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida
Marite Saura
Print Name

My Commission Expires:

THE SCHOOL BOARD OF BROWARD COUNTY, FL.

_____

By:

State of Florida)

County of _____)

THE FOREGOING Release was acknowledged before me this ___ day of _____2026 by _____ on behalf of THE SCHOOL BOARD OF BROWARD COUNTY, FL, who is personally known to me or who has produced _____ as identification and who did take an oath.

_____

Notary Public, State of Florida

_____

Print Name

My Commission Expires:

AECOM ~~TECHNICAL~~ SERVICES, INC.

By: PEDRO CAPESTANY
VICE PRESIDENT

Commonwealth of Virginia
~~State of Florida~~)
County of Arlington)

THE FOREGOING Release was acknowledged before me this 21 day of April 2026 by Pedro Capestany on behalf of AECOM TECHNICAL SERVICES, INC., who is personally known to me or who has produced _____ as identification and who did take an oath.

Valerie Sharon Petty
Commonwealth of Virginia
Notary Public, ~~State of Florida~~

Valerie Sharon Petty
Print Name

My Commission Expires: November 30, 2026

VALERIE SHARON PETTY NOTARY PUBLIC MY COMMISSION NUMBER 317440 COMMONWEALTH OF VIRGINIA

HEERY INTERNATIONAL, INC. n/k/a
TURNER & TOWNSEND HEERY, LLC

By: Robt Ch
Robert Chomiak

State of ~~Florida~~ Georgia)
County of Fulton)

THE FOREGOING Release was acknowledged before me this 29th day of April 2026 by Rob ChomiaK on behalf of HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC, who is personally known to me or who has produced _____ as identification and who did take an oath.

CAROLYN NORWOOD
NOTARY PUBLIC
MY COMMISSION EXPIRES 10/3/2026
DOUGLAS COUNTY, GEORGIA

Carolyn Norwood
Notary Public, State of ~~Florida~~ Georgia
Carolyn Norwood
Print Name

My Commission Expires: 10/3/2026

EXHIBIT "C"

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC.,

Plaintiff,

v.

CASE NO.: CACE-23-020213

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; AECOM TECHNICAL SERVICES, INC.; KATHLEEN LANGAN,

Defendants.
_____/

THE SCHOOL BOARD OF BROWARD COUNTY, a political subdivision of the State of Florida,

Third-Party Plaintiff,

v.

HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC,

Third-Party Defendant.
_____/

STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

Plaintiff, FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC. ("FICE"), Defendants, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SCHOOL BOARD"), AECOM TECHNICAL SERVICES, INC. ("AECOM") and Third-Party Defendant, HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC ("HEERY") (Defendants and Third-Party Defendant collectively the "Defendants") through their respective undersigned counsel, stipulate that FICE's Complaint and SCHOOL BOARD'S

Third Party Complaint and all claims asserted or that could have been asserted by FICE against the Defendants and SCHOOL BOARD against HEERY shall be dismissed with prejudice (through a Final Order of Dismissal with Prejudice), with all parties to bear their own costs, expenses, and attorneys' fees as to these claims.

Ari A. Sweetbaum, Esq.
Manuel J. Centurion, Esq.
Daniels Rodriguez Berkeley Daniels & Cruz, P.A.
4000 Ponce De Leon Boulevard, Suite 800
Coral Gables, FL 33146
Counsel for Plaintiff

By:_____ Date:_____
Ari A. Sweetbaum, Esq.
Manuel J. Centurion, Esq.

Timothy D. Woodward, Esq.
Shutts & Bowen LLP
4301 W. Boy Scout Boulevard, Suite 300
Tampa, Florida 33607
Counsel for Defendant, AECOM Technical Services, Inc.

By: _____ Date: _____
Timothy D. Woodward, Esq.

Edward C. Lohrer, Esq.
Becker & Poliakoff
1 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Counsel for Defendant, The School Board of Broward County, Florida

By:_____ Date:_____
Edward C. Lohrer, Esq.

Miles A. Archabal, Esq.
The Barthet Firm
200 South Biscayne Blvd., Suite 1800
Miami, FL 33132
Counsel for Third-Party Defendant Heery International, Inc. n/k/a Turner & Townsend Heery, LLC

By:_____ Date:_____
Miles Archabal, Esq.

SERVICE LIST

Ari A. Sweetbaum, Esq. Manuel J. Centurion, Esq. **Daniels Rodriguez Berkeley Daniels & Cruz, P.A.** 4000 Ponce De Leon Boulevard, Suite 800 Coral Gables, FL 33146 Tel.: (305) 448-7988/Fax: (305) 448-7988 asweetbaum@drbdc-law.com mcenturion@drbdc-law.com *Counsel for Plaintiff*	Edward C. Lohrer, Esq. **Becker & Poliakoff** 1 East Broward Blvd., Suite 1800 Fort Lauderdale, FL 33301 Tel.: (954) 987-7550 ELohrer@BeckerLawyers.com *Counsel for Defendant, The School Board of Broward County, Florida*
R. Thomas Fuhrman, Esq. **Shutts & Bowen LLP** 4301 W. Boy Scout Boulevard, Suite 300 Tampa, Florida 33607 Tel.: (813) 229-8900/Fax: (813) 229-8901 tfuhrman@shutts.com llawrence@shutts.com kkobos@shutts.com *Counsel for Defendant, AECOM Technical Services, Inc.*	Thomas C. Cooney, Esq. **Office of the General Counsel** The School Board of Broward County 600 SE 3rd Ave., 11th Floor Ft. Lauderdale, FL 33301 Tel.: (754) 321-2050/Fax: (754) 321-2705 thomas.cooney@browardschools.com *Co-Counsel for Defendant, The School Board of Broward County, Florida*
Kimare S. Dyer, Esq. Markenson Pierre, Esq. **QUINTAIROS, PRIETO, WOOD & BOYER, P.A.** 9300 South Dadeland Blvd., 4th Floor Miami, Florida 33156 Tel.: (305) 670-1101 Fax: (305) 670-1161 Kimare.Dyer@qpwblaw.com Markenson.Pierre@qpwblaw.com Paralegal.KSD@qpwblaw.com Lisa.Butts@qpwblaw.com *Counsel for Defendant, Kathleen Langan*	Miles A. Archabal, Esq. **The Barthet Firm** 200 South Biscayne Blvd., Suite 1800 Miami, FL 33132 T: (305) 347-5290 alex@barthet.com marchabal@barthet.com mmasi@barthet.com service@barthet.com *Counsel for Third-Party Defendant Heery International, Inc. n/k/a Turner & Townsend Heery, LLC*

EXHIBIT "D"

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC.,

Plaintiff,

v.

CASE NO.: CACE-23-020213

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; AECOM TECHNICAL SERVICES, INC.; KATHLEEN LANGAN,

Defendants.
_____/

THE SCHOOL BOARD OF BROWARD COUNTY, a political subdivision of the State of Florida,

Third-Party Plaintiff,

v.

HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC,

Third-Party Defendant.
_____/

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come before the Court upon FLORIDA INTERNATIONAL CONSULTING ENGINEERS DESIGN, INC. ("FICE") and Defendants, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SCHOOL BOARD"), AECOM TECHNICAL SERVICES, INC. ("AECOM") and Third-Party Defendant, HEERY INTERNATIONAL, INC. n/k/a TURNER & TOWNSEND HEERY, LLC ("HEERY") (Defendants and Third-Party Defendant collectively the "Defendants") Stipulation for Final Order of Dismissal with Prejudice and the Court, having been advised of agreement of respective counsel and being fully advised in the premises, it is thereupon:

ORDERED AND ADJUDGED as follows:

1. The Stipulation for Final Order of Dismissal with Prejudice is approved and ratified by the Court.

2. All claims asserted or which could have been asserted in the lawsuit are dismissed with prejudice, with each party to bear its own costs, expenses, and attorneys' fees as to these claims.

3. The court retains jurisdiction to enforce the terms and conditions of the Parties' Settlement Agreement.

DONE AND ORDERED in Chambers, in Broward County, Florida, this _____ day of _____, 2026.

_____
Honorable Carlos Augusto Rodriguez,
CIRCUIT COURT JUDGE

Copies furnished to:
Counsel of Record

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #5 - Whispering Pines EC, P.002089

REQUESTED ACTION:

Approve Change Order #5 in the amount of $122,050. District 2

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $122,050 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned May

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #5 – Whispering Pines EC, P.002089

Board Meeting Date: June 9, 2026

Recommended Action
Approve Change Order #5 in the amount of $122,050.

District-zone Impact: District 2

Impact if the Board Voted Yes or No:
-If the Board votes "Yes": The Contractor will be compensated for additional work that was required to install additional fire alarm devices required for compliance.
-If the Board votes "No": A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$ 2,100,000**
Approved Add. Funding: (JJ-10, 02/15/22)	$ 2,749,580
New Funding Request:	$ 0
Current Revised Budget:	**$ 4,849,580**

Total Project Schedule Summary

-Notice to Proceed: 05/12/2022

-Current Projected Substantial Completion Date: 09/30/2026

-Current Projected Final Completion Date: 10/30/2026

Change Order Analysis

Consultant Error	0.59%
Consultant Omission	3.14%
Owner's Request	0.00%
Unforeseen	1.57%
Tax Savings from DOP	- 0.30%
Total	**5.00%**

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	3,888,648.00	460 Days
DIRECT OWNER PURCHASE(S):	$	(192,538.74)	0 Days
PREVIOUSLY APPROVED CO'S:	$	72,318.20	245 Days
CURRENT CO REQUEST:	$	122,050.00	0 Days
CURRENT REVISED CONTRACT:	$	**3,890,477.46**	**705 Days**

Status of Work:
The construction phase is 96% complete. The project is expected to achieve Substantial Completion by September 30, 2026, and Final Completion by October 30, 2026. This is not the final change order for this Project.

Background/History
The scope of work for this project includes HVAC improvements, fire alarm, fire sprinklers and building envelope improvements.

Change Order Items:
Item #1 – (COI #23) Installation of Additional Fire Alarm Devices in Portables: The project's initial construction plans did not include fire alarm devices in three portables. Following a plan review, it was determined that these devices are required for compliance. The Contractor is to provide labor, material and equipment to install additional fire alarm devices as required which includes twenty-nine (29) smoke detectors, fourteen (14) pull stations, two (2) flow and tamper for existing fire alarm risers, three (3) speaker strobe lights, and four (4) strobe. (Consultant Omission – $122,050; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Item, COI # 23, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to install additional fire alarm devices in portables for compliance.

Financial Impact
The financial impact of this item is $122,050 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 23

Facility Name:	Whispering Pines Education Center	Date:	02.26.2026
Project Name:	Whispering Pines Education Center - SMART Program Renovations	Project #	P.002089
Location No:	1752		
Contractor:	GRACE & NAEEM UDDIN, INC. 833 SHOTGUN ROAD SUNRISE,Florida 33326	Reference Letter Dated:	

Description of Change:
Provide labor and material to add additional devices to 3 portables that were not on original permit drawing and for other devices required as per Fire Alarm Code.

Attachments:

Reason For Change:
Additional 53 devices added as per Fire Alarm code requirements.

Summary:
Total Credits and/or Added Costs: Add: $122,050.00
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Ed Huff 03.19.2026	Atul Gore 03.19.2026	Michael Largo 03.24.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Ed Huff	Atul Gore	Michael Largo
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
RGD & ASSOCIATES, INC.	GRACE & NAEEM UDDIN, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ -**	**245**	**0.00%**					
P.002089	Whispering Pines Education Center - SMART Program Renovations	1	06.18.2024	$ -	245	0.00%	Grace & Naeem Uddin, Inc.	Consultant Error	The Contractor submitted a time extension of 245 days for delays associated with corrections required by the consultant for submittal of the roofing binder.	$ 3,888,648.00	05.12.2022
Superintendent Letter CO				**$ 11,411.00**	**0**	**0.29%**					
P.002089	Whispering Pines Education Center - SMART Program Renovations	14	07.30.2024	$ 11,411.00		0.29%	Grace & Naeem Uddin, Inc.	Consultant Error	The existing disconnects and panel breakers do not align with the electrical requirements outlined for the pumps and VFDs relocated into the electrical room. As a result, the Contractor is required to perform additioanl electrical work for the chilled water pumps.	$ 3,888,648.00	05.12.2022
Superintendent Letter CO				**$ (90,766.00)**	**0**	**-2.33%**					
P.002089	Whispering Pines Education Center - SMART Program Renovations	20	03.19.2025	$ (90,766.00)		-2.33%	Grace & Naeem Uddin, Inc.	Unforeseen	The existing disconnects and panel breakers do not align with the electrical requirements outlined for the pumps and VFDs relocated into the electrical room. As a result, the Contractor is required to perform additioanl electrical work for the chilled water pumps.	$ 3,888,648.00	05.12.2022
Change Order: 2				**$ 151,891.00**	**0**	**3.91%**					
P.002089	Whispering Pines Education Center - SMART Program Renovations	17	04.15.2025	$ 151,891.00	0	3.91%	Grace & Naeem Uddin, Inc.	Unforeseen	Field Withdrawal Resistance tests were performed at the roofs of various buildings and failed because the values were lower than the requirement. The roofing scope was revised to include a new coverboard. Therefore, the Contractor is to provide labor, material and equipment to install new coverboard to meet the requirements for the field withdrawal resistance tests.	$ 3,888,648.00	05.12.2022
Change Order: 3 (SCO)				**$ (11,702.32)**	**0**	**-0.30%**					
P.002089	Whispering Pines Education Center - SMART Program Renovations	18	08.13.2025	$ (11,702.32)	0	-0.30%	Grace & Naeem Uddin, Inc.	Tax Savings	In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases.	$ 3,888,648.00	05.12.2022
Change Order: 4 (SCO)				**$ 11,484.52**	**0**	**0.30%**					
P.002089	Whispering Pines Education Center - SMART Program Renovations	19	09.03.2025	$ 11,484.52	0	0.30%	Grace & Naeem Uddin, Inc.	Consultant Error	Roof drain insulation detail was not on original permitted drawing and added in ASI # 1. Provide material and labor to install Fiberglass insulation at roof drain piping.	$ 3,888,648.00	05.12.2022
Change Order: 5				**$ 122,050.00**	**0**	**3.14%**					
P.002089	Whispering Pines Education Center - SMART Program Renovations	30	Pending Board Approval 05.05.2026	$ 122,050.00	0	3.14%	Grace & Naeem Uddin, Inc.	Consultant Omission	The project's initial construction plans did not include fire alarm devices in three portables. Following a plan review, it was determined that these devices are required for compliance. The Contractor is to provide labor, material and equipment to install additional fire alarm devices as required which includes smoke detectors, pull stations, magnetic door holders and speaker strobe lights.	$ 3,888,648.00	05.12.2022
Grand Totals:				**$ 194,368.20**	**245**	**5.00%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #5
GRACE & NAEEM UDDIN, INC.
Whispering Pines Education Center
P.002089

School Board Meeting: 06.09.2026

The financial impact of this item is $122,050.00.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 04/14/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

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

TITLE:

Change Order #6 - Dillard 6-12 School, P.001726

REQUESTED ACTION:

Approve Change Order #6 in the amount of $122,724.77. District 5.

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $122,724.77 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned May

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #6 – Dillard 6-12 School, P.001726

Board Meeting Date: June 9, 2026

Recommended Action
Approve Change Order #6 in the amount of $122,724.77

District-zone Impact: District 5

Impact if the Board Voted Yes or No:
-If the Board votes "Yes": The Contractor will be compensated for additional work that was required to install a new underground fire main, reroute an interior main branch line and encase in a new soffit.
-If the Board votes "No": A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$ 4,232,000**
Approved Add. Funding: (JJ-2, 4/23/19); (JJ-23, 5/18/21)	$ 5,399,232
New Funding Request:	$ 0
Current Revised Budget:	**$ 9,631,232**

Total Project Schedule Summary

-Notice to Proceed: 05/06/2019

-Current Projected Substantial Completion Date: 04/30/2027

-Current Projected Final Completion Date: 06/30/2027

Change Order Analysis

Consultant Error	0.88%
Consultant Omission	0.13%
Owner's Request	-35.66%
Unforeseen	2.18%
Tax Savings from DOP	0.00%
Total	**-32.48%**

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	6,736,263.00	569 Days
DIRECT OWNER PURCHASE(S):	$	0.00	0 Days
PREVIOUSLY APPROVED CO'S:	$	(2,310,419.66)	0 Days
CURRENT CO REQUEST:	$	122,724.77	0 Days
CURRENT REVISED CONTRACT:	$	**4,548,568.11**	**569 Days**

Status of Work:
The construction phase is 96% complete. The project is expected to achieve Substantial Completion by April 30, 2027, and Final Completion by June 30, 2027. This is not the final change order for this Project.

Background/History
The scope of work for this project includes, new site lighting poles, aluminum walkways, new building for single point entry fire protection install in Building 3, re-roofing Building 4-10, emergency signage for buildings 5, 6, 7 HVAC improvements, Building 3 electrical HVAC repairs boiler repairs in Building 7 and electrical repairs for HVAC in Building 8&9.

Change Order Items:
Item #1 – (COI #8) Installation of New Underground Fire Main: During construction, it was identified that an existing underground electrical duct bank interfered with the planned routing of the fire main, and a structural beam conflicted with the interior branch line. As a result, the Contractor is required to provide all labor and materials necessary to install a new underground fire main, reroute the interior branch line, and encase it within a new soffit. (Unforeseen – $122,724.77; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Item, COI # 8, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to install a new underground fire main, reroute an interior main branch line and encase in a new soffit.

Financial Impact
The financial impact of this item is $122,724.77 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 08

Facility Name:	Dillard 6-12 School	Date:	04.15.2026
Project Name:	Dillard 6-12 School - SMART Program Renovations	Project #	P.001726
Location No:	0371		
Contractor:	T & G CORPORATION 8348 NORTHWEST 56TH ST - SUITE 110 MIAMI,Florida 33166	Reference Letter Dated:	

Description of Change:
Labor and material to install a new underground fire main, reroute an interior main branch line and encase in a new soffit.

Attachments:

Reason For Change:
An existing underground electrical duct bank impacted the routing of the original fire main, and a structural beam impacted the routing of the interior branch line.

Summary:

Total Credits and/or Added Costs:	Add:	$122,724.77
	Deduct:	
The Contract Time will remain unchanged.		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Raul Bejel 04.17.2026	Willy Larreal 04.17.2026	Chris Schiappa 04.17.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Raul Bejel	Willy Larreal	Chris Schiappa
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SOL-ARCH, INC.	T & G CORPORATION	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 68,091.00**	**0**	**1.01%**					
P.001726	Dillard 6-12 - SMART Program Renovations	3	07.20.2021	$ 15,446.00	0	0.23%	T & G Corporation	Consultant Error	Scope of work called for installation of new Air Handler Unit (AHU) in Building 9. The AHU to be installed was designed with hot water heating coils. However, there are no hot water pipes or boiler at the school. Therefore, the contractor will provide labor and material install the new electric duct heater for the mechanical room.	$ 6,736,263.00	05.06.2019
P.001726	Dillard 6-12 - SMART Program Renovations	4	07.20.2021	$ 15,292.00	0	0.23%	T & G Corporation	Consultant Error	During site walk-through, it was determined that an additional fence and gate is needed at the entrance of Building 7 to prevent unauthorized access to the school. This was missed in the original design drawings. Therefore, additional labor and material are required to install new fence, double gates and hardware at the entrance of Building 7.	$ 6,736,263.00	05.06.2019
P.001726	Dillard 6-12 - SMART Program Renovations	2	07.20.2021	$ 7,604.00	0	0.11%	T & G Corporation	Consultant Error	During walk-through, it was determined that an additional fence and gate is needed at the southwest corner of Building 2 to prevent unauthorized access at the rear of the campus. This was not included on the permitted drawings. Therefore, additional labor and material are required to install additional chain link fence and gate at the southwest corner of Building 2.	$ 6,736,263.00	05.06.2019
P.001726	Dillard 6-12 - SMART Program Renovations	3	07.20.2021	$ 9,087.00	0	0.13%	T & G Corporation	Consultant Omission	The scope of work called for the replacement of the lightning protection system at buildings 5 and 6. Therefore, labor and material are required to replace the lightning protection system at buildings 5 and 6.	$ 6,736,263.00	05.06.2019
P.001726	Dillard 6-12 - SMART Program Renovations	4	07.20.2021	$ 3,778.00	0	0.06%	T & G Corporation	Consultant Error	The scope of work called for the installation of a new electrical panel to replace the existing enclosed circuit breaker that feeds the emergency lighting system at the same location. However, the new panel does not fit in the space specified in the drawings and must be relocated to the north wall. Therefore, labor and material are required to relocate the new electrical panel and install a transformer for the leak detection system.	$ 6,736,263.00	05.06.2019
P.001726	Dillard 6-12 - SMART Program Renovations	5	07.20.2021	$ 16,884.00	0	0.25%	T & G Corporation	Consultant Error	The scope of work called for new pole-mounted light fixtures in the sport field parking lot. Additionally, the poles will be connected to the electrical distribution panel located by the baseball field. Currently, the existing electrical distribution panel by the baseball field has the capacity to handle the additional load of the new lights; however, a new lighting contactor and branch circuit breaker will be required as there are no energy management system (EMS) controls at this location. Therefore, additionally labor and material are required to install a new remote equipment controller for the sports field.	$ 6,736,263.00	05.06.2019
Change Order: 2 (SCO)				**$ 7,129.00**	**0**	**0.11%**					
P.001726	Dillard 6-12 - SMART Program Renovations	6	03.31.2023	$ 7,129.00	0	0.11%	T & G Corporation	Unforeseen	The Contractor to replace existing conduits and boxes with new explosion proof conduits and boxes inside Mechanical Room 726.	$ 6,736,263.00	05.06.2019
Change Order: 3 (SCO)				**$ (2,386.00)**	**0**	**-0.04%**					
P.001726	Dillard 6-12 - SMART Program Renovations	5	03.31.2023	$ (2,386.00)	0	-0.04%	T & G Corporation	Owner's Request	Contractor installed a redesigned canopy for the Single Point of Entry building. A credit is being provided for the original canopy included in the Contractor's original bid which was removed from the scope of work.	$ 6,736,263.00	05.06.2019
Change Order: 4 (SCO)				**$ (2,400,000.00)**	**0**	**-35.63%**					
P.001726	Dillard 6-12 - SMART Program Renovations	14	07.14.2025	$ (2,400,000.00)	0	-35.63%	T & G Corporation	Owner's Request	The original project scope called for the re-roofing of Building 4-10. Following a disagreement of the value of the deductive change order related to the removal of the roofing scope of work from the Contract and other claims, a settlement agreement was approved at the February 19, 2025 Regular School Board Meeting. The roofing work was carved out and completed as a separate project.	$ 6,736,263.00	05.06.2019
Change Order: 5 (SCO)				**$ 16,746.34**	**0**	**0.25%**					
P.001726	Dillard 6-12 - SMART Program Renovations	12	03.03.2026	$ 16,746.34	0	0.25%	T & G Corporation	Unforeseen	A large concrete encased duct bank obstructed the routing and installation of the fire department connection underground piping. Material and labor to perform directional drilling to be install a new 6" fire department connection outside Building 3.	$ 6,736,263.00	05.06.2019
Change Order: 6				**$ 122,724.77**	**0**	**1.82%**					
P.001726	Dillard 6-12 - SMART Program Renovations	8	Pending Board Approval	$ 122,724.77	0	1.82%	T & G Corporation	Unforeseen	During construction, it was identified that an existing underground electrical duct bank interfered with the planned routing of the fire main, and a structural beam conflicted with the interior branch line. As a result, the Contractor is required to provide all labor and materials necessary to install a new underground fire main, reroute the interior branch line, and encase it within a new soffit.	$ 6,736,263.00	05.06.2019
Grand Totals:				**$ (2,310,419.66)**	**0**	**-32.48%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #6
T & G CORPORATION
Dillard 6-12 School
P.001726

School Board Meeting: 06.09.2026

The financial impact of this item is $122,724.77.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 04/28/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Glades MS Conversion to K-8
ADDED

REQUESTED ACTION:

Approve an amendment to the FY26 Capital Budget to allocate $400,000 from the Capital Projects Reserve for professional design services necessary to convert Glades Middle School to a K-8 configuration, and amend the FY27 District Educational Facilities Plan (DEFP) to include $7,800,000 for the associated construction. District 2

RATIONALE:

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

EXHIBITS:

- Executive Summary
- ADEFP
- Collaboration Form

FINANCIAL IMPACT:

$400,000 will be allocated from the Capital Projects Reserve in FY26 to fund design services. $7,800,000 will be included in the FY27 DEFP to fund construction.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned May

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer, Task-Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Glades MS Conversion to K-8

Board Meeting Date: June 9, 2026

Requested Action:
Approve the amendment to the FY26 Capital Budget to allocate $400,000 from the Capital Projects Reserve for professional design services necessary to convert Glades Middle School to a K-8 configuration, and amend the FY27 District Educational Facilities Plan (DEFP) to include $7,800,000 for associated construction costs.

General Information

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

District-zone Impact/Board Member: District 2	
School Board Policy Requirement	• SBBC Policy 8010
Statutory Requirement	• Pursuant to Sections 1011.012(1) and 1013.35(4) and (5), Florida Statutes, capital outlay funds may not be expended for remodeling or construction projects unless the project is specifically identified in the adopted DEFP and authorized in the adopted capital outlay budget.
If the School Board votes "Yes"	• SBBC will amend the FY26 Capital Budget and FY27 DEFP to include the design and construction funding necessary to proceed with the conversion of Glades MS to a K-8 configuration, allowing the project to move forward in accordance with SBBC's prior consensus direction. • Design activities will commence in FY26, with construction funding authorized in FY27, allowing the project to proceed toward occupancy for the 2028-2029 school year.
If the School Board votes "No"	• Capital funding associated with the proposed school usage change will not be authorized or incorporated into the DEFP. • Staff would need to revisit alternative enrollment and facility utilization strategies previously discussed at the December 8, 2025, SBBC Workshop, or advance other enrollment and facility utilization actions under SBBC Policy 8010, including potential consolidation, repurposing, or boundary changes, before returning with a revised recommendation to SBBC. • Reconsideration of prior proposals may generate renewed stakeholder concern in the impacted communities.

Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Implements the conversion of Glades MS to a K-8 configuration serving the designated attendance area. • Success will be measured by the timely operational launch of grades K-8 and enrollment of students across all grade levels in the reconfigured model. • Establishes a continuous K-8 pathway within the community designed to support grade-level continuity and strengthen in-boundary student retention.

Background/History

As part of the District's *Redefining Our Schools* process and the ongoing review of enrollment trends and facility utilization in the South Region, Glades Middle School was included in a broader set of Phase 2 proposals presented at the December 8, 2025, SBBC Workshop.

The original concept presented included converting certain elementary schools within the boundary area to K-8 configurations, offlining Glades Middle School, and transitioning the Glades campus into a branch campus for Sheridan Technical College.

During that workshop, an alternate proposal was introduced to maintain Glades Middle School and convert it to a K-8 configuration. This alternative was discussed with the understanding that its viability would be dependent upon the consolidation of enrollment from two (2) elementary schools within the attendance area and the closure of those campuses as separate operating schools. Following discussion, SBBC provided consensus direction to further evaluate and advance this K-8 conversion concept.

In response to that direction, this item is being brought forward to authorize the conversion of Glades Middle School to a K-8 configuration and to incorporate the associated planning, capital improvements, and anticipated conversion costs into the DEFP, allowing design and implementation activities to proceed.

Project Scope and Cost Overview

The project will convert Glades Middle School to a K-8 configuration under Project P.003175 and will be implemented in two phases.

1) Campus Readiness for Student Occupancy (Target: 2028-2029 School Year)

Phase 1 improvements will prepare the campus to accommodate kindergarten through grade 5 students within existing facilities.

Work required to support student occupancy includes:

- Construction of twenty-four (24) single-stall unisex restrooms within existing classrooms on the first and second floors of Building 4, as required by the State Requirements for Educational Facilities (SREF).
    - Per SREF 2014, Chapter 5, Section 5(16)(b)6, mandates that a single unisex toilet room shall be provided only in child-care, pre-K through grade three, and ESE classrooms.

- Cafeteria and classroom furniture, fixtures, and equipment (FF&E) as needed.
    - To the extent feasible, existing FF&E from the affected elementary schools will be relocated and repurposed to support the conversion.

- Modification and lowering of whiteboards to accommodate elementary-grade students.

- Installation of age-appropriate casework.
- Interior and exterior repainting of Building 4.

2) Playground Installation

Phase 2 will include the development of two (2) elementary playground areas.

Associated site considerations include:

- Evaluation of stormwater impacts;
- Drainage modifications, as required; and
- Identification of ongoing maintenance funding requirements.

The total estimated project cost is **$8,200,000**, inclusive of architectural and engineering design services, supplementary consultant services, construction costs associated with facility modifications, playground development, site and drainage improvements, communication infrastructure, cafeteria improvements, and construction contingency.

The project budget will be refined upon completion of design and detailed cost estimating.

Implementation Timeline

Upon SBBC approval, design activities are anticipated to require approximately three (3) to six (6) months for completion. The permitting timeline will be dependent upon applicable regulatory review agencies. Following completion of design and permitting, the SBBC will procure a Construction Services Minor Projects (CSMP) contractor and initiate construction.

The target is to complete improvements in time to allow student occupancy for the 2028-2029 school year.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Services will be procured utilizing existing Board-approved continuing/open-end agreements for professional design services and construction services. Specific project authorizations will be issued in accordance with District procurement requirements.

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

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact of $8,200,000 for the Glades MS Conversion to K-8 Project, P.003175.
2. To maintain the proposed project timeline, $400,000 will be allocated from the Capital Projects Reserve in FY26 to fund design and engineering services. The remaining $7,800,000 for construction services will be included in the FY27 DEFP, subject to SBBC adoption of the FY27 budget.

New / Current Requested Agreement Authority

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

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY26	N/A	Capital Fund – Capital Projects Reserve	$400,000.00	N

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	N/A	Capital Fund	$7,800,000.00

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The restructuring of the Glades MS attendance area transitions the current elementary-to-middle feeder pattern to a K-8 service model. Two (2) elementary schools within the Glades MS boundary will be consolidated into the Glades MS campus, which will operate as a K-8 school. A third elementary school within the boundary is anticipated to transition to a K-8 configuration. As a result, students residing within the Glades MS attendance area will no longer transition from elementary to a separate middle school campus. Instead, the area will be served primarily by K-8 schools, creating continuity of enrollment within the same school community. All affected schools are located within the existing Glades MS attendance boundary; therefore, no geographic boundary expansion is required.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	The consideration involving Glades MS was part of the Redefining Our Schools – Phase 2 process and was discussed during multiple South Region engagement efforts. Engagement included: • Community meeting (September 10, 2025) • City of Miramar meeting (September 15, 2025) • South Regional stakeholder meeting (November 13, 2025) • School-level meetings with the District 2 Board Member • School Boundary Advisory Committee Vote held December 2, 2025 ○ The School Boundary Committee voted 6-43 (Not Recommended) on the proposal to move Glades MS students to New Renaissance MS.
End-User Input	Input was gathered through ThoughtExchange at the November 13, 2025, stakeholder meeting, with 512 participants, 524 thoughts, and 11,624 ratings. Feedback reflected strong concern about converting elementary schools to K-8 models due to the lack of middle school facilities and programming. Many stakeholders instead supported expanding Glades MS into a thoughtfully designed K-8 model by strengthening the existing campus. Speakers and submitted feedback noted that Glades MS has the capacity to appropriately serve younger students, and already has key middle school amenities, including labs, technology spaces, and electives.

	Enhancing the current campus was viewed as more practical and cost-effective than retrofitting multiple elementary schools, while preserving established programs and the school's identity.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

List of Exhibits and Supporting Documents

- ADEFP
- Collaboration Form

Glades Middle School

Active

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
DEFP	FY25	780,000						780,000	Covered Walkway
		780,000	0	0	0	0	0	780,000	

Completed

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
SMART	FY15	100,000						100,000	School Choice Enhancement
SMART	FY17	281,000						281,000	Additional computers to close computer gap
SMART	FY17	78,000						78,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART	FY17	25,000						25,000	CAT 6 Data port Upgrade
SMART	FY17	308,000						308,000	HVAC Improvements
SMART	FY17	100,000						100,000	Music Equipment Replacement
SMART	FY22	-332						-332	Funding reduced for financial close-out. Savings returned to the SMART Program Reserve.
		891,668	0	0	0	0	0	891,668	
School Total		1,671,668	0	0	0	0	0	1,671,668	

Items that appear in bold and with underscore are newly added.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Conversion to K-8
N/A
Glades Middle School
P.003175

School Board Meeting: 06.09.2026

The financial impact of this item is $8,200,000.00.

This project has not been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget.

Funds in the amount of $400,000.00 will come from the Capital Projects Reserve. This changes the project from $ 0.00 to $400,000.00.

$400,000 will be allocated from the Capital Projects Reserve in FY26 to fund design and engineering services.
$7,800,000 for construction services will be included in the FY27 DEFP, subject to SBBC adoption of the FY27 budget.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 05/22/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	MM. Strategy & Innovation
DEPARTMENT:	Before & After School Care

Agenda Item Number:	MM-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Child Care Program Summer Camp License Agreements

REQUESTED ACTION:

Approve the Authorized Private Provider Child Care Program Summer Camp License Agreements between The School Board of Broward County, Florida (SBBC) and the following seven (7) providers: Basketball Lab, Inc., Chabad of Parkland, Inc., Chaya Aydel Seminary, Inc., Lightning Basketball, Inc., Nova Davie Baseball Camp, LLC, Positive Athletics, LLC, and Lighthouse of Broward County, Inc. District wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreements

FINANCIAL IMPACT:

These agreements provide revenue to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer May

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

Child Care Program Summer Camp License Agreements

Board Meeting Date: June 9, 2026

Requested Action:

Approve the Authorized Private Provider Child Care Program Summer Camp License Agreements between The School Board of Broward County, Florida (SBBC) and the following seven (7) providers: Basketball Lab, Inc., Chabad of Parkland, Inc., Chaya Aydel Seminary, Inc., Lightning Basketball, Inc., Nova Davie Baseball Camp, LLC, Positive Athletics, LLC, and Lighthouse of Broward County, Inc.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 4390 Child Care Programs
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Approving these Agreements will identify these providers as *Authorized Providers, subject to issuance of* approved *Facility Use Permits* in order to operate summer camp child care programs on SBBC property during summer 2026. This action complies with SBBC Policy 4390 Child Care Programs.
If the School Board votes "No"	• By not approving these Agreements, SBBC will not allow these providers to provide summer camp child care programs, which will limit income to the schools and District and limit summer camp programs to our students and families. Additionally, it may present an undue hardship for families who rely on these programs for summer child care needs.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operation Services
Measurable Outcome(s)/Return on Investment	• By June 2026, Qualified providers will be permitted to operate Summer Camp Programs subject to compliance with Policy 4390 Child Care Programs and Facility Use Approvals.

Background/History
On August 29, 2023, the Board approved Agenda Item 17, SBBC Policy 4390 Child Care Programs, which amended Policy 6000.3.

SBBC Policy 4390 Child Care Programs requires child care programs on SBBC property to be operated by an Authorized Provider(s) during non-school hours. Additionally, the private providers shall have a valid Agreement with SBBC prior to operating a child care program. The private providers identified in these agreements desire to operate summer camp child care programs on SBBC property during summer 2026. By completing the Authorized Private Provider Child Care Program Summer Camp License Agreement, the providers will be able to operate the summer camps in compliance with Policy 4390.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	June 9, 2026, through August 7, 2026
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

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

Budget Impact Summary Statement:
1. These agreements provide revenue to the District.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
6/9/2026 – 8/7/2026	2 months	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	By approving this Agreement, these seven (7) providers will be added to the list of approved child care providers for the summer of 2026 only. This will enable the providers to offer needed summer camp program services for parents and students while generating revenue for the schools and SBBC.
School Selection /Prioritization	Principals will have the ability to approve a provider's request to operate a child care program summer camp at their location for the summer of 2026.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Summer Camp License Agreement

AUTHORIZED PRIVATE PROVIDER CHILD CARE PROGRAM

SUMMER CAMP AGREEMENT

2026

THIS AUTHORIZED PROVIDER CHILD CARE PROGRAM AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida, whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

BASKETBALL LAB, INC.

(hereinafter referred to as "PROVIDER"), a Florida Not For Profit Corporation

whose principal place of business is

5850 South Pine Island Road, Davie, Florida, 33328

WHEREAS, SBBC Policy 4390 **Child Care Programs** states that Child Care Programs on SBBC property shall be operated by an Authorized Provider(s) during non-school hours; and

WHEREAS, as an Authorized Provider, a private provider shall have a valid Agreement with SBBC prior to operating a Child Care Program in compliance with SBBC Policy 4390; and

WHEREAS, PROVIDER desires to become a private provider of a Summer Camp child care program on SBBC property during summer 2026; and

WHEREAS, PROVIDER shall obtain and maintain Facility Use Permits through SBBC's Facilitron system, subject to approval by the applicable school principal or designee, for all Summer Camp child care programs operated under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on June 9, 2026 ("Effective Date") and concludes on August 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **PROVIDER Responsibilities and Requirements.** This Agreement authorizes PROVIDER to operate a Child Care Program as defined in SBBC Policy 4390 **Child Care Programs**, only during non-school hours as defined in Policy 4390, and subject to the terms of this Agreement, SBBC Policies, and applicable Summer Camp Operations Compliance Requirements. For purposes of this Agreement, "Approved Facility Use Permit" means a Facility Use Permit requested and approved through SBBC's Facilitron system by the applicable school principal or designee. Facilitron governs operational scheduling details only, while this Agreement governs authorization and legal rights. All Facility Use Permits must fall within the Term of this Agreement.

(a) Licensure and Credentials. PROVIDER represents and warrants that it currently holds, and shall maintain throughout the term of this Agreement, all licenses, permits, approvals, and credentials required under federal, state, and local law to operate a Child Care Program, including any required licensure under Florida law.

(b) General Operational Standard. PROVIDER is authorized to operate a summer camp program at SBBC facilities pursuant to approved Facility Use Permits. All participants in such program shall be referred to as "campers." PROVIDER shall operate all summer camp activities in compliance with the operational, staffing, supervision, safety, and program requirements set forth in this Agreement. These provisions govern program operations at each site and supersede any prior reference to external operational manuals or handbooks.

(c) Nature of Program and Supervision. Campers shall be under the exclusive supervision and control of PROVIDER at all times while on SBBC property. PROVIDER shall conduct a supervised summer camp program designed for minors participating in recreational, enrichment, and developmental activities. PROVIDER shall:

1) Maintain continuous supervision of all campers at all times;
2) Ensure all camper activities occur within approved times and locations reflected in the applicable Facility Use Permit; and
3) Prohibit campers from accessing any unauthorized areas of the campus.

(d) Staffing and Supervision Levels. PROVIDER shall maintain sufficient qualified personnel to ensure safe operations at all times. PROVIDER shall ensure that staffing levels are appropriate based on the number, age, and needs of campers. Staffing ratios shall not exceed 25 campers per qualified staff member. The program supervisor and campus monitor cannot be counted in the ratio. At a minimum:

1) One designated program supervisor shall be present at each site;
2) One campus monitor shall be assigned, where required by SBBC; and
3) Additional staff shall be provided in numbers sufficient to maintain camper safety and appropriate supervision.

(e) Facility Use and Scheduling (Facilitron).

1) PROVIDER shall obtain and maintain all Facility Use Permits through SBBC's Facilitron system for the use of SBBC facilities.

2) All Facility Use Permits approved through Facilitron by the applicable school principal or the principal's designee shall constitute the sole authorization for PROVIDER's use of SBBC facilities, including approved dates, times, locations, and spaces. Approved Facility Use Permits govern the specific dates, times, locations, and facilities for operations under this Agreement and are required for use, but do not independently confer Authorized Provider status absent this Agreement. Facility Use Permits, as reflected in Facilitron, are incorporated by reference solely for operational scheduling purposes and shall not modify the legal or contractual provisions of this Agreement.

3) PROVIDER may request, and the school principal or designee may approve or deny, modifications to dates, times, locations, or facilities directly through the Facilitron system.

4) No attachment to this Agreement identifying Approved Facility Use Permits is required, and no amendment to this Agreement shall be necessary to add, remove, or modify any Facility Use Permit.

5) PROVIDER shall not operate a Child Care Program at any location or time unless an approved Facility Use Permit exists in the Facilitron system.

6) If any approved Facility Use Permit is terminated in the Facilitron system, PROVIDER shall immediately cease operations at the affected location(s) and time(s).

7) Notwithstanding that PROVIDER has obtained and maintains one (1) or more Approved Facility Use Permits, through SBBC's Facilitron system, if this Agreement is terminated, then PROVIDER shall not operate a Child Care Program on SBBC Property at the location referenced in the Approved Facility Use Permits as of the effective date of such termination. Under such circumstances, PROVIDER, its subcontractors, agents, assigns, or the like shall not be entitled to a refund associated with same Approved Facility Use Permits as a result of said termination; and agrees that it shall not be entitled to and waives any damages, or other relief, in equity or in law, as a result of said process and said termination. PROVIDER shall comply with any and all SBBC Policies and procedures associated with same Approved Facility Use Permits as it relates to the change of use as a result of ceasing all operations as a Child Care Program as a result of the termination of this Agreement.

8) Facility Use Permits obtained through Facilitron are administrative instruments for scheduling, facility assignment, and payment, and do not independently grant authorization to operate a Child Care Program as an Authorized Provider under Policy 4390 absent this Agreement.

(f) Campus Monitor.

1) PROVIDER shall provide an appropriately trained campus monitor and shall comply with campus supervision and safety requirements as required by the school principal or designee and SBBC Police, which may include the provision of campus monitor by SBBC at PROVIDER's cost where deemed necessary by SBBC.

2) PROVIDER's campus monitor shall arrive fifteen (15) minutes prior to the start of the program and shall stay fifteen (15) minutes after the last student leaves.

3) PROVIDER's campus monitor shall not supervise a group of campers or manage the desk at any point in time.

4) PROVIDER's campus monitor shall move around the campus and shall monitor the campus gate(s).

5) PROVIDER shall pay any and all cost associated with PROVIDER's campus monitor as a part of its current cost of doing business and shall not pass the costs of PROVIDER'S campus monitor onto the parents and/or guardians of the child care programs participants.

6) SBBC reserves the right, in its sole discretion, to change or add to the requirements of a campus monitor and the requirements of PROVIDER's child care program as it deems necessary for the benefit of SBBC, and as required by federal, state, local, and/or SBBC Policies.

(g) Identification Badge. PROVIDER's staff shall wear a visible and easily readable identification badge at all times when on SBBC property.

(h) PROVIDER Personnel. PROVIDER shall hire and pay for all PROVIDER personnel as PROVIDER employees. The parties agree that PROVIDER personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons.

(i) Ensuring Compliance. PROVIDER shall comply with any and all federal, state, local, and SBBC Policies, including, but not limited to, SBBC Policy 4930 and, to the extent applicable, SBBC Policy 8020 as implemented through the Facilitron system.

(j) Facilitron as System of Record. The Parties acknowledge that the Facilitron system serves as the official system of record for all Facility Use Permits issued under this Agreement. In the event of any conflict between the terms of this Agreement and the operational details contained in an approved Facility Use Permit within Facilitron, the Facilitron record shall govern with respect to dates, times, locations, and facility usage.

(k) Camper Accountability and Release. PROVIDER shall implement procedures that ensure the safety and accountability of all campers, including:

1) Daily attendance verification;

2) Controlled check-in and check-out procedures;

3) Release of campers only to authorized individuals identified by the camper's parent or guardian; and

4) Maintenance of current emergency contact information for each camper.

(l) Safety and Emergency Requirements. Camper safety shall be the primary responsibility of PROVIDER at all times during program operation. PROVIDER shall maintain a safe environment for all campers and shall:

1) Establish and implement emergency response procedures;

2) Maintain appropriate communication capability for emergencies;

3) Immediately address any accidents, incidents, or safety concerns and then report via email to the school administrator with a copy to the SBBC Before and After School Child Care Department at BASCCBroward@BrowardSchools.com; and

4) Cooperate with SBBC personnel in responding to emergencies or safety events.

(m) Health and Incident Management. SBBC shall not be responsible for medical supervision or care of any camper. PROVIDER shall maintain procedures for responding to camper illness, injury, or behavioral incidents, including:

1) Prompt parent or guardian notification when appropriate;

2) Documentation of significant incidents; and

3) Immediate response to any condition that presents a risk to camper safety.

(n) Camper Conduct and Removal. PROVIDER shall establish reasonable rules of conduct for campers and shall maintain order and safety within the program. PROVIDER may remove or suspend a camper from participation when, in PROVIDER's reasonable discretion, such action is necessary to:

1) Protect the safety of campers or staff; or

2) Prevent disruption of program operations.

(o) Staff Qualifications and Training. PROVIDER shall be solely responsible for all employment, screening, and training requirements for its personnel. PROVIDER shall ensure that all personnel assigned to the summer camp program:

1) Are properly qualified, screened, and legally permitted to work with minors;

2) Receive appropriate training in camper supervision and safety; and

3) Comply with all applicable laws related to working with children.

(p) Camper Records and Confidentiality. PROVIDER shall maintain appropriate camper records, including registration and emergency contact information. All camper information shall:

1) Be used solely for program administration;

2) Be maintained in a secure and confidential manner; and

3) Be protected in accordance with applicable law.

(q) Equal Access. PROVIDER shall operate its summer camp program in a manner that provides equal access to participation and does not discriminate based on applicable protected classifications under law. Reasonable accommodations shall be implemented where required by law.

(r) Operational Authority of SBBC. SBBC reserves the right to impose reasonable operational requirements or restrictions at any time, including site-specific safety or facility conditions, as deemed necessary to ensure the safety of SBBC facilities and occupants, maintain compliance with applicable law, or protect the interests of SBBC. PROVIDER shall comply with

all such directives.

2.03 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to PROVIDER pursuant to this Agreement. However, should PROVIDER come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PROVIDER's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PROVIDER. Should PROVIDER come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.04 **PROVIDER Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon

discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.05 **PROVIDER Safeguarding the Confidentiality of Employee Records.**

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

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.06 **Cost.**

(a) No Cost to SBBC. There shall be no cost incurred to SBBC by PROVIDER under this Agreement.

(b) Cost to PROVIDER. PROVIDER shall be responsible for all costs associated with facility use, including applicable fees processed through the SBBC Facilitron system. Payment of all applicable fees through Facilitron is a condition precedent to use of SBBC facilities.

2.07 **Inspection of PROVIDER's Records by SBBC**. PROVIDER shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of PROVIDER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to PROVIDER's Records from the Effective Date of this Agreement, for the duration of the term and for a period of five (5) years following termination of this Agreement. SBBC's agent or its authorized representative shall provide PROVIDER with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the PROVIDER's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before and After School Child Care The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To PROVIDER:	BASKETBALL LAB, INC. 5850 South Pine Island Road Davie, Florida, 33328

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening.** PROVIDER shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of PROVIDER's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of PROVIDER or its personnel providing any services under this Agreement. PROVIDER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to PROVIDER and its personnel. The parties agree that the failure of PROVIDER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit PROVIDER to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PROVIDER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from PROVIDER's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PROVIDER shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PROVIDER shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PROVIDER does not transfer the public records to SBBC. Upon completion of the Agreement, PROVIDER shall transfer, at no cost, to SBBC all public records in possession of PROVIDER or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PROVIDER transfers all public records to SBBC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Waivers by PROVIDER**. PROVIDER shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that PROVIDER shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event PROVIDER must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and PROVIDER covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by PROVIDER shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC.

2.13 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected

with, this Agreement, and/or claim or injury or damage.

2.14 **Insurance Requirements.** PROVIDER shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PROVIDER shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. PROVIDER shall maintain Damage To Rented Premises with limits of $500,000 per occurrence/aggregate limits.

(b) Sexual Abuse/Molestation. PROVIDER shall maintain sexual abuse/molestation insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. PROVIDER shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PROVIDER shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Fire Legal Liability Damage to Rented Premises. PROVIDER shall maintain Fire Legal Liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

(g) Verification of Coverage. Proof of the required insurance must be furnished by PROVIDER to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance.

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. PROVIDER is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify

SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **SBBC Liability**. SBBC shall not be liable or responsible for any damage, accident, injury or death to PROVIDER or PROVIDER's property or to PROVIDER's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the term of this Agreement.

2.16 **PROVIDER Liability.** PROVIDER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by PROVIDER, its agents, servants, or employees; the equipment of PROVIDER, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PROVIDER or the negligence of PROVIDER's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PROVIDER, SBBC, or otherwise.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified

or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. All Facility Use Permits approved through the Facilitron system are incorporated into this Agreement by reference without the need for a physical attachment.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or

insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon fourteen (14) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, regulations, and applicable SBBC Operational Handbook(s) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. Notwithstanding the foregoing, changes to Facility Use Permits approved through the Facilitron system shall not constitute an amendment to this Agreement and shall not require execution of a written amendment.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil

commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **School Principal Approvals**. Operational approvals, including facility use, scheduling, and campus-level requirements, shall be determined by the school principal or designee in accordance with SBBC procedures and reflected in the Facilitron system.

3.24 **Non-School Activity Acknowledgment.** The Parties acknowledge that the summer camp program is not a School Board instructional or extracurricular program. Campers are not SBBC students for purposes of this Agreement, and PROVIDER is solely responsible for all program operations, supervision, and activities conducted on SBBC property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

PROVIDER

(Corporate Seal)

ATTEST:

BASKETBALL LAB, INC.

By: Bryan Edwards
Signature

Bryan Edwards, President
[Print Name, Title]

Yamilette Edwards
Corporate Secretary Signature

Print Name: Yamilette Edwards

-or-

Witness

Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/26/26 (*date*) by Bryan Edwards (*name of officer or agent, title of officer or agent*) of Basketball Lab, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced FL. Driver's Lic (*type of identification*) as identification and who ☑did/☐did not first take an oath this 26 day of May, 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

RAMONA LYNN EDWARDS
Notary Public - State of Florida
Commission # HH 304577
My Comm. Expires Dec 19, 2026
Bonded through National Notary Assn.

Ramona L. Edwards
Printed Name of Notary

HH 304577
Notary's Commission No.

AUTHORIZED PRIVATE PROVIDER CHILD CARE PROGRAM

SUMMER CAMP AGREEMENT

2026

THIS AUTHORIZED PROVIDER CHILD CARE PROGRAM AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida, whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

CHABAD OF PARKLAND, INC.

(hereinafter referred to as "PROVIDER"), a Florida Not For Profit Corporation

whose principal place of business is

7170 N. Hillsboro Canal Road, Parkland, FL 33067

WHEREAS, SBBC Policy 4390 **Child Care Programs** states that Child Care Programs on SBBC property shall be operated by an Authorized Provider(s) during non-school hours; and

WHEREAS, as an Authorized Provider, a private provider shall have a valid Agreement with SBBC prior to operating a Child Care Program in compliance with SBBC Policy 4390; and

WHEREAS, PROVIDER desires to become a private provider of a Summer Camp child care program on SBBC property during summer 2026; and

WHEREAS, PROVIDER shall obtain and maintain Facility Use Permits through SBBC's Facilitron system, subject to approval by the applicable school principal or designee, for all Summer Camp child care programs operated under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on June 9, 2026 ("Effective Date") and concludes on August 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **PROVIDER Responsibilities and Requirements.** This Agreement authorizes PROVIDER to operate a Child Care Program as defined in SBBC Policy 4390 **Child Care Programs**, only during non-school hours as defined in Policy 4390, and subject to the terms of this Agreement, SBBC Policies, and applicable Summer Camp Operations Compliance Requirements. For purposes of this Agreement, "Approved Facility Use Permit" means a Facility Use Permit requested and approved through SBBC's Facilitron system by the applicable school principal or designee. Facilitron governs operational scheduling details only, while this Agreement governs authorization and legal rights. All Facility Use Permits must fall within the Term of this Agreement.

(a) Licensure and Credentials. PROVIDER represents and warrants that it currently holds, and shall maintain throughout the term of this Agreement, all licenses, permits, approvals, and credentials required under federal, state, and local law to operate a Child Care Program, including any required licensure under Florida law.

(b) General Operational Standard. PROVIDER is authorized to operate a summer camp program at SBBC facilities pursuant to approved Facility Use Permits. All participants in such program shall be referred to as "campers." PROVIDER shall operate all summer camp activities in compliance with the operational, staffing, supervision, safety, and program requirements set forth in this Agreement. These provisions govern program operations at each site and supersede any prior reference to external operational manuals or handbooks.

(c) Nature of Program and Supervision. Campers shall be under the exclusive supervision and control of PROVIDER at all times while on SBBC property. PROVIDER shall conduct a supervised summer camp program designed for minors participating in recreational, enrichment, and developmental activities. PROVIDER shall:

1) Maintain continuous supervision of all campers at all times;
2) Ensure all camper activities occur within approved times and locations reflected in the applicable Facility Use Permit; and
3) Prohibit campers from accessing any unauthorized areas of the campus.

(d) Staffing and Supervision Levels. PROVIDER shall maintain sufficient qualified personnel to ensure safe operations at all times. PROVIDER shall ensure that staffing levels are appropriate based on the number, age, and needs of campers. Staffing ratios shall not exceed 25 campers per qualified staff member. The program supervisor and campus monitor cannot be counted in the ratio. At a minimum:

1) One designated program supervisor shall be present at each site;
2) One campus monitor shall be assigned, where required by SBBC; and
3) Additional staff shall be provided in numbers sufficient to maintain camper safety and appropriate supervision.

(e) Facility Use and Scheduling (Facilitron).

1) PROVIDER shall obtain and maintain all Facility Use Permits through SBBC's Facilitron system for the use of SBBC facilities.

2) All Facility Use Permits approved through Facilitron by the applicable school principal or the principal's designee shall constitute the sole authorization for PROVIDER's use of SBBC facilities, including approved dates, times, locations, and spaces. Approved Facility Use Permits govern the specific dates, times, locations, and facilities for operations under this Agreement and are required for use, but do not independently confer Authorized Provider status absent this Agreement. Facility Use Permits, as reflected in Facilitron, are incorporated by reference solely for operational scheduling purposes and shall not modify the legal or contractual provisions of this Agreement.

3) PROVIDER may request, and the school principal or designee may approve or deny, modifications to dates, times, locations, or facilities directly through the Facilitron system.

4) No attachment to this Agreement identifying Approved Facility Use Permits is required, and no amendment to this Agreement shall be necessary to add, remove, or modify any Facility Use Permit.

5) PROVIDER shall not operate a Child Care Program at any location or time unless an approved Facility Use Permit exists in the Facilitron system.

6) If any approved Facility Use Permit is terminated in the Facilitron system, PROVIDER shall immediately cease operations at the affected location(s) and time(s).

7) Notwithstanding that PROVIDER has obtained and maintains one (1) or more Approved Facility Use Permits, through SBBC's Facilitron system, if this Agreement is terminated, then PROVIDER shall not operate a Child Care Program on SBBC Property at the location referenced in the Approved Facility Use Permits as of the effective date of such termination. Under such circumstances, PROVIDER, its subcontractors, agents, assigns, or the like shall not be entitled to a refund associated with same Approved Facility Use Permits as a result of said termination; and agrees that it shall not be entitled to and waives any damages, or other relief, in equity or in law, as a result of said process and said termination. PROVIDER shall comply with any and all SBBC Policies and procedures associated with same Approved Facility Use Permits as it relates to the change of use as a result of ceasing all operations as a Child Care Program as a result of the termination of this Agreement.

8) Facility Use Permits obtained through Facilitron are administrative instruments for scheduling, facility assignment, and payment, and do not independently grant authorization to operate a Child Care Program as an Authorized Provider under Policy 4390 absent this Agreement.

(f) Campus Monitor.

1) PROVIDER shall provide an appropriately trained campus monitor and shall comply with campus supervision and safety requirements as required by the school principal or designee and SBBC Police, which may include the provision of campus monitor by SBBC at PROVIDER's cost where deemed necessary by SBBC.

2) PROVIDER's campus monitor shall arrive fifteen (15) minutes prior to the start of the program and shall stay fifteen (15) minutes after the last student leaves.

3) PROVIDER's campus monitor shall not supervise a group of campers or manage the desk at any point in time.

4) PROVIDER's campus monitor shall move around the campus and shall monitor the campus gate(s).

5) PROVIDER shall pay any and all cost associated with PROVIDER's campus monitor as a part of its current cost of doing business and shall not pass the costs of PROVIDER'S campus monitor onto the parents and/or guardians of the child care programs participants.

6) SBBC reserves the right, in its sole discretion, to change or add to the requirements of a campus monitor and the requirements of PROVIDER's child care program as it deems necessary for the benefit of SBBC, and as required by federal, state, local, and/or SBBC Policies.

(g) Identification Badge. PROVIDER's staff shall wear a visible and easily readable identification badge at all times when on SBBC property.

(h) PROVIDER Personnel. PROVIDER shall hire and pay for all PROVIDER personnel as PROVIDER employees. The parties agree that PROVIDER personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons.

(i) Ensuring Compliance. PROVIDER shall comply with any and all federal, state, local, and SBBC Policies, including, but not limited to, SBBC Policy 4930 and, to the extent applicable, SBBC Policy 8020 as implemented through the Facilitron system.

(j) Facilitron as System of Record. The Parties acknowledge that the Facilitron system serves as the official system of record for all Facility Use Permits issued under this Agreement. In the event of any conflict between the terms of this Agreement and the operational details contained in an approved Facility Use Permit within Facilitron, the Facilitron record shall govern with respect to dates, times, locations, and facility usage.

(k) Camper Accountability and Release. PROVIDER shall implement procedures that ensure the safety and accountability of all campers, including:

1) Daily attendance verification;

2) Controlled check-in and check-out procedures;

3) Release of campers only to authorized individuals identified by the camper's parent or guardian; and

4) Maintenance of current emergency contact information for each camper.

(l) Safety and Emergency Requirements. Camper safety shall be the primary responsibility of PROVIDER at all times during program operation. PROVIDER shall maintain a safe environment for all campers and shall:

1) Establish and implement emergency response procedures;

2) Maintain appropriate communication capability for emergencies;

3) Immediately address any accidents, incidents, or safety concerns and then report via email to the school administrator with a copy to the SBBC Before and After School Child Care Department at BASCCBroward@BrowardSchools.com; and

4) Cooperate with SBBC personnel in responding to emergencies or safety events.

(m) Health and Incident Management. SBBC shall not be responsible for medical supervision or care of any camper. PROVIDER shall maintain procedures for responding to camper illness, injury, or behavioral incidents, including:

1) Prompt parent or guardian notification when appropriate;

2) Documentation of significant incidents; and

3) Immediate response to any condition that presents a risk to camper safety.

(n) Camper Conduct and Removal. PROVIDER shall establish reasonable rules of conduct for campers and shall maintain order and safety within the program. PROVIDER may remove or suspend a camper from participation when, in PROVIDER's reasonable discretion, such action is necessary to:

1) Protect the safety of campers or staff; or

2) Prevent disruption of program operations.

(o) Staff Qualifications and Training. PROVIDER shall be solely responsible for all employment, screening, and training requirements for its personnel. PROVIDER shall ensure that all personnel assigned to the summer camp program:

1) Are properly qualified, screened, and legally permitted to work with minors;

2) Receive appropriate training in camper supervision and safety; and

3) Comply with all applicable laws related to working with children.

(p) Camper Records and Confidentiality. PROVIDER shall maintain appropriate camper records, including registration and emergency contact information. All camper information shall:

1) Be used solely for program administration;

2) Be maintained in a secure and confidential manner; and

3) Be protected in accordance with applicable law.

(q) Equal Access. PROVIDER shall operate its summer camp program in a manner that provides equal access to participation and does not discriminate based on applicable protected classifications under law. Reasonable accommodations shall be implemented where required by law.

(r) Operational Authority of SBBC. SBBC reserves the right to impose reasonable operational requirements or restrictions at any time, including site-specific safety or facility conditions, as deemed necessary to ensure the safety of SBBC facilities and occupants, maintain compliance with applicable law, or protect the interests of SBBC. PROVIDER shall comply with

all such directives.

2.03 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to PROVIDER pursuant to this Agreement. However, should PROVIDER come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PROVIDER's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PROVIDER. Should PROVIDER come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.04 **PROVIDER Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon

discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.05 **PROVIDER Safeguarding the Confidentiality of Employee Records.**

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

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.06 **Cost.**

(a) No Cost to SBBC. There shall be no cost incurred to SBBC by PROVIDER under this Agreement.

(b) Cost to PROVIDER. PROVIDER shall be responsible for all costs associated with facility use, including applicable fees processed through the SBBC Facilitron system. Payment of all applicable fees through Facilitron is a condition precedent to use of SBBC facilities.

2.07 **Inspection of PROVIDER's Records by SBBC**. PROVIDER shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of PROVIDER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to PROVIDER's Records from the Effective Date of this Agreement, for the duration of the term and for a period of five (5) years following termination of this Agreement. SBBC's agent or its authorized representative shall provide PROVIDER with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the PROVIDER's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before and After School Child Care The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To PROVIDER:	CHABAD OF PARKLAND, INC. 7170 N. Hillsboro Canal Road Parkland, Florida 33067

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening.** PROVIDER shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of PROVIDER's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of PROVIDER or its personnel providing any services under this Agreement. PROVIDER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to PROVIDER and its personnel. The parties agree that the failure of PROVIDER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit PROVIDER to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PROVIDER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from PROVIDER's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PROVIDER shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PROVIDER shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PROVIDER does not transfer the public records to SBBC. Upon completion of the Agreement, PROVIDER shall transfer, at no cost, to SBBC all public records in possession of PROVIDER or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PROVIDER transfers all public records to SBBC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Waivers by PROVIDER**. PROVIDER shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that PROVIDER shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event PROVIDER must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and PROVIDER covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by PROVIDER shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC.

2.13 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected

with, this Agreement, and/or claim or injury or damage.

2.14 **Insurance Requirements.** PROVIDER shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PROVIDER shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. PROVIDER shall maintain Damage To Rented Premises with limits of $500,000 per occurrence/aggregate limits.

(b) Sexual Abuse/Molestation. PROVIDER shall maintain sexual abuse/molestation insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. PROVIDER shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PROVIDER shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Fire Legal Liability Damage to Rented Premises. PROVIDER shall maintain Fire Legal Liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

(g) Verification of Coverage. Proof of the required insurance must be furnished by PROVIDER to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance.

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. PROVIDER is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify

SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **SBBC Liability**. SBBC shall not be liable or responsible for any damage, accident, injury or death to PROVIDER or PROVIDER's property or to PROVIDER's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the term of this Agreement.

2.16 **PROVIDER Liability.** PROVIDER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by PROVIDER, its agents, servants, or employees; the equipment of PROVIDER, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PROVIDER or the negligence of PROVIDER's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PROVIDER, SBBC, or otherwise.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified

or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. All Facility Use Permits approved through the Facilitron system are incorporated into this Agreement by reference without the need for a physical attachment.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or

insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon fourteen (14) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, regulations, and applicable SBBC Operational Handbook(s) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. Notwithstanding the foregoing, changes to Facility Use Permits approved through the Facilitron system shall not constitute an amendment to this Agreement and shall not require execution of a written amendment.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil

commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **School Principal Approvals**. Operational approvals, including facility use, scheduling, and campus-level requirements, shall be determined by the school principal or designee in accordance with SBBC procedures and reflected in the Facilitron system.

3.24 **Non-School Activity Acknowledgment.** The Parties acknowledge that the summer camp program is not a School Board instructional or extracurricular program. Campers are not SBBC students for purposes of this Agreement, and PROVIDER is solely responsible for all program operations, supervision, and activities conducted on SBBC property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

PROVIDER

(Corporate Seal)

ATTEST:

Chabad of Parkland, Inc.

By: _____
Signature

Yaacov Biston, President
[Print Name, Title]

_____
Corporate Secretary Signature

Print Name: _____

-or-

_____
Witness

UR: Levy
_____
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/26/2026 (*date*) by Yaacov Biston (*name of officer or agent, title of officer or agent*) of Chabad of Parkland inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Drivers license (*type of identification*) as identification and who ☐did/ ☑did not first take an oath this 26 day of May, 2026.

My Commission Expires: 02/1/2030

MATTHEW PICONE
Notary Public - State of Florida
Commission # HH 762393
My Comm. Expires Feb 1, 2030
Bonded through National Notary Assn.

(SEAL)

Matthew Picone
Signature – Notary Public

Matthew Picone
Printed Name of Notary

_____
Notary's Commission No.

AUTHORIZED PRIVATE PROVIDER CHILD CARE PROGRAM

SUMMER CAMP AGREEMENT

2026

THIS AUTHORIZED PROVIDER CHILD CARE PROGRAM AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida, whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

CHAYA AYDEL SEMINARY, INC.

(hereinafter referred to as "PROVIDER"), a Florida Not For Profit Corporation

whose principal place of business is

1295 E. Hallandale Beach Blvd.
Hallandale Beach, Florida 33009

WHEREAS, SBBC Policy 4390 **Child Care Programs** states that Child Care Programs on SBBC property shall be operated by an Authorized Provider(s) during non-school hours; and

WHEREAS, as an Authorized Provider, a private provider shall have a valid Agreement with SBBC prior to operating a Child Care Program in compliance with SBBC Policy 4390; and

WHEREAS, PROVIDER desires to become a private provider of a Summer Camp child care program on SBBC property during summer 2026; and

WHEREAS, PROVIDER shall obtain and maintain Facility Use Permits through SBBC's Facilitron system, subject to approval by the applicable school principal or designee, for all Summer Camp child care programs operated under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on June 9, 2026 ("Effective Date") and concludes on August 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **PROVIDER Responsibilities and Requirements.** This Agreement authorizes PROVIDER to operate a Child Care Program as defined in SBBC Policy 4390 **Child Care Programs**, only during non-school hours as defined in Policy 4390, and subject to the terms of this Agreement, SBBC Policies, and applicable Summer Camp Operations Compliance Requirements. For purposes of this Agreement, "Approved Facility Use Permit" means a Facility Use Permit requested and approved through SBBC's Facilitron system by the applicable school principal or designee. Facilitron governs operational scheduling details only, while this Agreement governs authorization and legal rights. All Facility Use Permits must fall within the Term of this Agreement.

(a) Licensure and Credentials. PROVIDER represents and warrants that it currently holds, and shall maintain throughout the term of this Agreement, all licenses, permits, approvals, and credentials required under federal, state, and local law to operate a Child Care Program, including any required licensure under Florida law.

(b) General Operational Standard. PROVIDER is authorized to operate a summer camp program at SBBC facilities pursuant to approved Facility Use Permits. All participants in such program shall be referred to as "campers." PROVIDER shall operate all summer camp activities in compliance with the operational, staffing, supervision, safety, and program requirements set forth in this Agreement. These provisions govern program operations at each site and supersede any prior reference to external operational manuals or handbooks.

(c) Nature of Program and Supervision. Campers shall be under the exclusive supervision and control of PROVIDER at all times while on SBBC property. PROVIDER shall conduct a supervised summer camp program designed for minors participating in recreational, enrichment, and developmental activities. PROVIDER shall:

1) Maintain continuous supervision of all campers at all times;
2) Ensure all camper activities occur within approved times and locations reflected in the applicable Facility Use Permit; and
3) Prohibit campers from accessing any unauthorized areas of the campus.

(d) Staffing and Supervision Levels. PROVIDER shall maintain sufficient qualified personnel to ensure safe operations at all times. PROVIDER shall ensure that staffing levels are appropriate based on the number, age, and needs of campers. Staffing ratios shall not exceed 25 campers per qualified staff member. The program supervisor and campus monitor cannot be counted in the ratio. At a minimum:

1) One designated program supervisor shall be present at each site;
2) One campus monitor shall be assigned, where required by SBBC; and
3) Additional staff shall be provided in numbers sufficient to maintain camper safety and appropriate supervision.

(e) Facility Use and Scheduling (Facilitron).

1) PROVIDER shall obtain and maintain all Facility Use Permits through SBBC's Facilitron system for the use of SBBC facilities.

2) All Facility Use Permits approved through Facilitron by the applicable school principal or the principal's designee shall constitute the sole authorization for PROVIDER's use of SBBC facilities, including approved dates, times, locations, and spaces. Approved Facility Use Permits govern the specific dates, times, locations, and facilities for operations under this Agreement and are required for use, but do not independently confer Authorized Provider status absent this Agreement. Facility Use Permits, as reflected in Facilitron, are incorporated by reference solely for operational scheduling purposes and shall not modify the legal or contractual provisions of this Agreement.

3) PROVIDER may request, and the school principal or designee may approve or deny, modifications to dates, times, locations, or facilities directly through the Facilitron system.

4) No attachment to this Agreement identifying Approved Facility Use Permits is required, and no amendment to this Agreement shall be necessary to add, remove, or modify any Facility Use Permit.

5) PROVIDER shall not operate a Child Care Program at any location or time unless an approved Facility Use Permit exists in the Facilitron system.

6) If any approved Facility Use Permit is terminated in the Facilitron system, PROVIDER shall immediately cease operations at the affected location(s) and time(s).

7) Notwithstanding that PROVIDER has obtained and maintains one (1) or more Approved Facility Use Permits, through SBBC's Facilitron system, if this Agreement is terminated, then PROVIDER shall not operate a Child Care Program on SBBC Property at the location referenced in the Approved Facility Use Permits as of the effective date of such termination. Under such circumstances, PROVIDER, its subcontractors, agents, assigns, or the like shall not be entitled to a refund associated with same Approved Facility Use Permits as a result of said termination; and agrees that it shall not be entitled to and waives any damages, or other relief, in equity or in law, as a result of said process and said termination. PROVIDER shall comply with any and all SBBC Policies and procedures associated with same Approved Facility Use Permits as it relates to the change of use as a result of ceasing all operations as a Child Care Program as a result of the termination of this Agreement.

8) Facility Use Permits obtained through Facilitron are administrative instruments for scheduling, facility assignment, and payment, and do not independently grant authorization to operate a Child Care Program as an Authorized Provider under Policy 4390 absent this Agreement.

(f) Campus Monitor.

1) PROVIDER shall provide an appropriately trained campus monitor and shall comply with campus supervision and safety requirements as required by the school principal or designee and SBBC Police, which may include the provision of campus monitor by SBBC at PROVIDER's cost where deemed necessary by SBBC.

2) PROVIDER's campus monitor shall arrive fifteen (15) minutes prior to the start of the program and shall stay fifteen (15) minutes after the last student leaves.

3) PROVIDER's campus monitor shall not supervise a group of campers or manage the desk at any point in time.

4) PROVIDER's campus monitor shall move around the campus and shall monitor the campus gate(s).

5) PROVIDER shall pay any and all cost associated with PROVIDER's campus monitor as a part of its current cost of doing business and shall not pass the costs of PROVIDER'S campus monitor onto the parents and/or guardians of the child care programs participants.

6) SBBC reserves the right, in its sole discretion, to change or add to the requirements of a campus monitor and the requirements of PROVIDER's child care program as it deems necessary for the benefit of SBBC, and as required by federal, state, local, and/or SBBC Policies.

(g) Identification Badge. PROVIDER's staff shall wear a visible and easily readable identification badge at all times when on SBBC property.

(h) PROVIDER Personnel. PROVIDER shall hire and pay for all PROVIDER personnel as PROVIDER employees. The parties agree that PROVIDER personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons.

(i) Ensuring Compliance. PROVIDER shall comply with any and all federal, state, local, and SBBC Policies, including, but not limited to, SBBC Policy 4930 and, to the extent applicable, SBBC Policy 8020 as implemented through the Facilitron system.

(j) Facilitron as System of Record. The Parties acknowledge that the Facilitron system serves as the official system of record for all Facility Use Permits issued under this Agreement. In the event of any conflict between the terms of this Agreement and the operational details contained in an approved Facility Use Permit within Facilitron, the Facilitron record shall govern with respect to dates, times, locations, and facility usage.

(k) Camper Accountability and Release. PROVIDER shall implement procedures that ensure the safety and accountability of all campers, including:

1) Daily attendance verification;

2) Controlled check-in and check-out procedures;

3) Release of campers only to authorized individuals identified by the camper's parent or guardian; and

4) Maintenance of current emergency contact information for each camper.

(l) Safety and Emergency Requirements. Camper safety shall be the primary responsibility of PROVIDER at all times during program operation. PROVIDER shall maintain a safe environment for all campers and shall:

1) Establish and implement emergency response procedures;

2) Maintain appropriate communication capability for emergencies;

3) Immediately address any accidents, incidents, or safety concerns and then report via email to the school administrator with a copy to the SBBC Before and After School Child Care Department at BASCCBroward@BrowardSchools.com; and

4) Cooperate with SBBC personnel in responding to emergencies or safety events.

(m) Health and Incident Management. SBBC shall not be responsible for medical supervision or care of any camper. PROVIDER shall maintain procedures for responding to camper illness, injury, or behavioral incidents, including:

1) Prompt parent or guardian notification when appropriate;

2) Documentation of significant incidents; and

3) Immediate response to any condition that presents a risk to camper safety.

(n) Camper Conduct and Removal. PROVIDER shall establish reasonable rules of conduct for campers and shall maintain order and safety within the program. PROVIDER may remove or suspend a camper from participation when, in PROVIDER's reasonable discretion, such action is necessary to:

1) Protect the safety of campers or staff; or

2) Prevent disruption of program operations.

(o) Staff Qualifications and Training. PROVIDER shall be solely responsible for all employment, screening, and training requirements for its personnel. PROVIDER shall ensure that all personnel assigned to the summer camp program:

1) Are properly qualified, screened, and legally permitted to work with minors;

2) Receive appropriate training in camper supervision and safety; and

3) Comply with all applicable laws related to working with children.

(p) Camper Records and Confidentiality. PROVIDER shall maintain appropriate camper records, including registration and emergency contact information. All camper information shall:

1) Be used solely for program administration;

2) Be maintained in a secure and confidential manner; and

3) Be protected in accordance with applicable law.

(q) Equal Access. PROVIDER shall operate its summer camp program in a manner that provides equal access to participation and does not discriminate based on applicable protected classifications under law. Reasonable accommodations shall be implemented where required by law.

(r) Operational Authority of SBBC. SBBC reserves the right to impose reasonable operational requirements or restrictions at any time, including site-specific safety or facility conditions, as deemed necessary to ensure the safety of SBBC facilities and occupants, maintain compliance with applicable law, or protect the interests of SBBC. PROVIDER shall comply with

all such directives.

2.03 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to PROVIDER pursuant to this Agreement. However, should PROVIDER come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PROVIDER's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PROVIDER. Should PROVIDER come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.04 **PROVIDER Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon

discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.05 **PROVIDER Safeguarding the Confidentiality of Employee Records.**

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

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.06 **Cost.**

(a) No Cost to SBBC. There shall be no cost incurred to SBBC by PROVIDER under this Agreement.

(b) Cost to PROVIDER. PROVIDER shall be responsible for all costs associated with facility use, including applicable fees processed through the SBBC Facilitron system. Payment of all applicable fees through Facilitron is a condition precedent to use of SBBC facilities.

2.07 **Inspection of PROVIDER's Records by SBBC**. PROVIDER shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of PROVIDER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to PROVIDER's Records from the Effective Date of this Agreement, for the duration of the term and for a period of five (5) years following termination of this Agreement. SBBC's agent or its authorized representative shall provide PROVIDER with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the PROVIDER's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before and After School Child Care The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To PROVIDER:	CHAYA AYDEL SEMINARY, INC. 1295 E. Hallandale Beach Blvd. Hallandale Beach, Florida 33009

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening**. PROVIDER shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of PROVIDER's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of PROVIDER or its personnel providing any services under this Agreement. PROVIDER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to PROVIDER and its personnel. The parties agree that the failure of PROVIDER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit PROVIDER to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PROVIDER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from PROVIDER's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PROVIDER shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PROVIDER shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PROVIDER does not transfer the public records to SBBC. Upon completion of the Agreement, PROVIDER shall transfer, at no cost, to SBBC all public records in possession of PROVIDER or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PROVIDER transfers all public records to SBBC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Waivers by PROVIDER**. PROVIDER shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that PROVIDER shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event PROVIDER must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and PROVIDER covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by PROVIDER shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC.

2.13 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected

with, this Agreement, and/or claim or injury or damage.

2.14 **Insurance Requirements.** PROVIDER shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PROVIDER shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. PROVIDER shall maintain Damage To Rented Premises with limits of $500,000 per occurrence/aggregate limits.

(b) Sexual Abuse/Molestation. PROVIDER shall maintain sexual abuse/molestation insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. PROVIDER shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PROVIDER shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Fire Legal Liability Damage to Rented Premises. PROVIDER shall maintain Fire Legal Liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

(g) Verification of Coverage. Proof of the required insurance must be furnished by PROVIDER to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance.

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. PROVIDER is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify

SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **SBBC Liability**. SBBC shall not be liable or responsible for any damage, accident, injury or death to PROVIDER or PROVIDER's property or to PROVIDER's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the term of this Agreement.

2.16 **PROVIDER Liability.** PROVIDER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by PROVIDER, its agents, servants, or employees; the equipment of PROVIDER, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PROVIDER or the negligence of PROVIDER's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PROVIDER, SBBC, or otherwise.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified

or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. All Facility Use Permits approved through the Facilitron system are incorporated into this Agreement by reference without the need for a physical attachment.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or

insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon fourteen (14) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, regulations, and applicable SBBC Operational Handbook(s) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. Notwithstanding the foregoing, changes to Facility Use Permits approved through the Facilitron system shall not constitute an amendment to this Agreement and shall not require execution of a written amendment.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil

commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **School Principal Approvals**. Operational approvals, including facility use, scheduling, and campus-level requirements, shall be determined by the school principal or designee in accordance with SBBC procedures and reflected in the Facilitron system.

3.24 **Non-School Activity Acknowledgment.** The Parties acknowledge that the summer camp program is not a School Board instructional or extracurricular program. Campers are not SBBC students for purposes of this Agreement, and PROVIDER is solely responsible for all program operations, supervision, and activities conducted on SBBC property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

PROVIDER

(Corporate Seal)

CHAYA AYDEL SEMINARY, INC.

ATTEST:

By: _____
Signature

Raphael Tennenhaus DP
[Print Name, Title]

_____
Corporate Secretary Signature
Print Name: Steven Schwartz S.

-or-

_____
Witness

_____
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 26, 2026 (*date*) by Raphael Tennenhaus (*name of officer or agent, title of officer or agent*) of Chaya Aydel Seminary INC (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☒did/☐did not first take an oath this 26 day of May, 2026.

My Commission Expires:

_____
Signature – Notary Public

Jacobo Kligman
Printed Name of Notary

(SEAL)

Jacobo Kligman
Comm.: HH 746211
Expires: Dec. 15, 2029
Notary Public - State of Florida

HH746211
Notary's Commission No.

AUTHORIZED PRIVATE PROVIDER CHILD CARE PROGRAM

SUMMER CAMP AGREEMENT

2026

THIS AUTHORIZED PROVIDER CHILD CARE PROGRAM AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida, whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

LIGHTHOUSE OF BROWARD COUNTY, INC.

(hereinafter referred to as "PROVIDER"), a Florida Not For Profit Corporation

whose principal place of business is

5901 Del Lago Circle
Sunrise, Florida 33313

WHEREAS, SBBC Policy 4390 **Child Care Programs** states that Child Care Programs on SBBC property shall be operated by an Authorized Provider(s) during non-school hours; and

WHEREAS, as an Authorized Provider, a private provider shall have a valid Agreement with SBBC prior to operating a Child Care Program in compliance with SBBC Policy 4390; and

WHEREAS, PROVIDER desires to become a private provider of a Summer Camp child care program on SBBC property during summer 2026; and

WHEREAS, PROVIDER shall obtain and maintain Facility Use Permits through SBBC's Facilitron system, subject to approval by the applicable school principal or designee, for all Summer Camp child care programs operated under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on June 9, 2026 ("Effective Date") and concludes on August 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **PROVIDER Responsibilities and Requirements.** This Agreement authorizes PROVIDER to operate a Child Care Program as defined in SBBC Policy 4390 **Child Care Programs**, only during non-school hours as defined in Policy 4390, and subject to the terms of this Agreement, SBBC Policies, and applicable Summer Camp Operations Compliance Requirements. For purposes of this Agreement, "Approved Facility Use Permit" means a Facility Use Permit requested and approved through SBBC's Facilitron system by the applicable school principal or designee. Facilitron governs operational scheduling details only, while this Agreement governs authorization and legal rights. All Facility Use Permits must fall within the Term of this Agreement.

(a) Licensure and Credentials. PROVIDER represents and warrants that it currently holds, and shall maintain throughout the term of this Agreement, all licenses, permits, approvals, and credentials required under federal, state, and local law to operate a Child Care Program, including any required licensure under Florida law.

(b) General Operational Standard. PROVIDER is authorized to operate a summer camp program at SBBC facilities pursuant to approved Facility Use Permits. All participants in such program shall be referred to as "campers." PROVIDER shall operate all summer camp activities in compliance with the operational, staffing, supervision, safety, and program requirements set forth in this Agreement. These provisions govern program operations at each site and supersede any prior reference to external operational manuals or handbooks.

(c) Nature of Program and Supervision. Campers shall be under the exclusive supervision and control of PROVIDER at all times while on SBBC property. PROVIDER shall conduct a supervised summer camp program designed for minors participating in recreational, enrichment, and developmental activities. PROVIDER shall:

1) Maintain continuous supervision of all campers at all times;
2) Ensure all camper activities occur within approved times and locations reflected in the applicable Facility Use Permit; and
3) Prohibit campers from accessing any unauthorized areas of the campus.

(d) Staffing and Supervision Levels. PROVIDER shall maintain sufficient qualified personnel to ensure safe operations at all times. PROVIDER shall ensure that staffing levels are appropriate based on the number, age, and needs of campers. Staffing ratios shall not exceed 25 campers per qualified staff member. The program supervisor and campus monitor cannot be counted in the ratio. At a minimum:

1) One designated program supervisor shall be present at each site;
2) One campus monitor shall be assigned, where required by SBBC; and
3) Additional staff shall be provided in numbers sufficient to maintain camper safety and appropriate supervision.

(e) Facility Use and Scheduling (Facilitron).

1) PROVIDER shall obtain and maintain all Facility Use Permits through SBBC's Facilitron system for the use of SBBC facilities.

2) All Facility Use Permits approved through Facilitron by the applicable school principal or the principal's designee shall constitute the sole authorization for PROVIDER's use of SBBC facilities, including approved dates, times, locations, and spaces. Approved Facility Use Permits govern the specific dates, times, locations, and facilities for operations under this Agreement and are required for use, but do not independently confer Authorized Provider status absent this Agreement. Facility Use Permits, as reflected in Facilitron, are incorporated by reference solely for operational scheduling purposes and shall not modify the legal or contractual provisions of this Agreement.

3) PROVIDER may request, and the school principal or designee may approve or deny, modifications to dates, times, locations, or facilities directly through the Facilitron system.

4) No attachment to this Agreement identifying Approved Facility Use Permits is required, and no amendment to this Agreement shall be necessary to add, remove, or modify any Facility Use Permit.

5) PROVIDER shall not operate a Child Care Program at any location or time unless an approved Facility Use Permit exists in the Facilitron system.

6) If any approved Facility Use Permit is terminated in the Facilitron system, PROVIDER shall immediately cease operations at the affected location(s) and time(s).

7) Notwithstanding that PROVIDER has obtained and maintains one (1) or more Approved Facility Use Permits, through SBBC's Facilitron system, if this Agreement is terminated, then PROVIDER shall not operate a Child Care Program on SBBC Property at the location referenced in the Approved Facility Use Permits as of the effective date of such termination. Under such circumstances, PROVIDER, its subcontractors, agents, assigns, or the like shall not be entitled to a refund associated with same Approved Facility Use Permits as a result of said termination; and agrees that it shall not be entitled to and waives any damages, or other relief, in equity or in law, as a result of said process and said termination. PROVIDER shall comply with any and all SBBC Policies and procedures associated with same Approved Facility Use Permits as it relates to the change of use as a result of ceasing all operations as a Child Care Program as a result of the termination of this Agreement.

8) Facility Use Permits obtained through Facilitron are administrative instruments for scheduling, facility assignment, and payment, and do not independently grant authorization to operate a Child Care Program as an Authorized Provider under Policy 4390 absent this Agreement.

(f) Campus Monitor.

1) PROVIDER shall provide an appropriately trained campus monitor and shall comply with campus supervision and safety requirements as required by the school principal or designee and SBBC Police, which may include the provision of campus monitor by SBBC at PROVIDER's cost where deemed necessary by SBBC.

2) PROVIDER's campus monitor shall arrive fifteen (15) minutes prior to the start of the program and shall stay fifteen (15) minutes after the last student leaves.

3) PROVIDER's campus monitor shall not supervise a group of campers or manage the desk at any point in time.

4) PROVIDER's campus monitor shall move around the campus and shall monitor the campus gate(s).

5) PROVIDER shall pay any and all cost associated with PROVIDER's campus monitor as a part of its current cost of doing business and shall not pass the costs of PROVIDER'S campus monitor onto the parents and/or guardians of the child care programs participants.

6) SBBC reserves the right, in its sole discretion, to change or add to the requirements of a campus monitor and the requirements of PROVIDER's child care program as it deems necessary for the benefit of SBBC, and as required by federal, state, local, and/or SBBC Policies.

(g) Identification Badge. PROVIDER's staff shall wear a visible and easily readable identification badge at all times when on SBBC property.

(h) PROVIDER Personnel. PROVIDER shall hire and pay for all PROVIDER personnel as PROVIDER employees. The parties agree that PROVIDER personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons.

(i) Ensuring Compliance. PROVIDER shall comply with any and all federal, state, local, and SBBC Policies, including, but not limited to, SBBC Policy 4930 and, to the extent applicable, SBBC Policy 8020 as implemented through the Facilitron system.

(j) Facilitron as System of Record. The Parties acknowledge that the Facilitron system serves as the official system of record for all Facility Use Permits issued under this Agreement. In the event of any conflict between the terms of this Agreement and the operational details contained in an approved Facility Use Permit within Facilitron, the Facilitron record shall govern with respect to dates, times, locations, and facility usage.

(k) Camper Accountability and Release. PROVIDER shall implement procedures that ensure the safety and accountability of all campers, including:

1) Daily attendance verification;

2) Controlled check-in and check-out procedures;

3) Release of campers only to authorized individuals identified by the camper's parent or guardian; and

4) Maintenance of current emergency contact information for each camper.

(l) Safety and Emergency Requirements. Camper safety shall be the primary responsibility of PROVIDER at all times during program operation. PROVIDER shall maintain a safe environment for all campers and shall:

1) Establish and implement emergency response procedures;

2) Maintain appropriate communication capability for emergencies;

3) Immediately address any accidents, incidents, or safety concerns and then report via email to the school administrator with a copy to the SBBC Before and After School Child Care Department at BASCCBroward@BrowardSchools.com; and

4) Cooperate with SBBC personnel in responding to emergencies or safety events.

(m) Health and Incident Management. SBBC shall not be responsible for medical supervision or care of any camper. PROVIDER shall maintain procedures for responding to camper illness, injury, or behavioral incidents, including:

1) Prompt parent or guardian notification when appropriate;

2) Documentation of significant incidents; and

3) Immediate response to any condition that presents a risk to camper safety.

(n) Camper Conduct and Removal. PROVIDER shall establish reasonable rules of conduct for campers and shall maintain order and safety within the program. PROVIDER may remove or suspend a camper from participation when, in PROVIDER's reasonable discretion, such action is necessary to:

1) Protect the safety of campers or staff; or

2) Prevent disruption of program operations.

(o) Staff Qualifications and Training. PROVIDER shall be solely responsible for all employment, screening, and training requirements for its personnel. PROVIDER shall ensure that all personnel assigned to the summer camp program:

1) Are properly qualified, screened, and legally permitted to work with minors;

2) Receive appropriate training in camper supervision and safety; and

3) Comply with all applicable laws related to working with children.

(p) Camper Records and Confidentiality. PROVIDER shall maintain appropriate camper records, including registration and emergency contact information. All camper information shall:

1) Be used solely for program administration;

2) Be maintained in a secure and confidential manner; and

3) Be protected in accordance with applicable law.

(q) Equal Access. PROVIDER shall operate its summer camp program in a manner that provides equal access to participation and does not discriminate based on applicable protected classifications under law. Reasonable accommodations shall be implemented where required by law.

(r) Operational Authority of SBBC. SBBC reserves the right to impose reasonable operational requirements or restrictions at any time, including site-specific safety or facility conditions, as deemed necessary to ensure the safety of SBBC facilities and occupants, maintain compliance with applicable law, or protect the interests of SBBC. PROVIDER shall comply with

all such directives.

2.03 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to PROVIDER pursuant to this Agreement. However, should PROVIDER come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PROVIDER's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PROVIDER. Should PROVIDER come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.04 **PROVIDER Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon

discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.05 **PROVIDER Safeguarding the Confidentiality of Employee Records.**

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

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.06 **Cost.**

(a) No Cost to SBBC. There shall be no cost incurred to SBBC by PROVIDER under this Agreement.

(b) Cost to PROVIDER. PROVIDER shall be responsible for all costs associated with facility use, including applicable fees processed through the SBBC Facilitron system. Payment of all applicable fees through Facilitron is a condition precedent to use of SBBC facilities.

2.07 **Inspection of PROVIDER's Records by SBBC**. PROVIDER shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of PROVIDER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to PROVIDER's Records from the Effective Date of this Agreement, for the duration of the term and for a period of five (5) years following termination of this Agreement. SBBC's agent or its authorized representative shall provide PROVIDER with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the PROVIDER's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before and After School Child Care The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To PROVIDER:	LIGHTHOUSE OF BROWARD COUNTY, INC. 5901 Del Lago Circle Sunrise, Florida 33313

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening.** PROVIDER shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of PROVIDER's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of PROVIDER or its personnel providing any services under this Agreement. PROVIDER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to PROVIDER and its personnel. The parties agree that the failure of PROVIDER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit PROVIDER to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PROVIDER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from PROVIDER's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PROVIDER shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PROVIDER shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PROVIDER does not transfer the public records to SBBC. Upon completion of the Agreement, PROVIDER shall transfer, at no cost, to SBBC all public records in possession of PROVIDER or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PROVIDER transfers all public records to SBBC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Waivers by PROVIDER**. PROVIDER shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that PROVIDER shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event PROVIDER must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and PROVIDER covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by PROVIDER shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC.

2.13 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected

with, this Agreement, and/or claim or injury or damage.

2.14 **Insurance Requirements.** PROVIDER shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PROVIDER shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. PROVIDER shall maintain Damage To Rented Premises with limits of $500,000 per occurrence/aggregate limits.

(b) Sexual Abuse/Molestation. PROVIDER shall maintain sexual abuse/molestation insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. PROVIDER shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PROVIDER shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Fire Legal Liability Damage to Rented Premises. PROVIDER shall maintain Fire Legal Liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

(g) Verification of Coverage. Proof of the required insurance must be furnished by PROVIDER to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance.

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. PROVIDER is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify

SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **SBBC Liability**. SBBC shall not be liable or responsible for any damage, accident, injury or death to PROVIDER or PROVIDER's property or to PROVIDER's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the term of this Agreement.

2.16 **PROVIDER Liability.** PROVIDER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by PROVIDER, its agents, servants, or employees; the equipment of PROVIDER, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PROVIDER or the negligence of PROVIDER's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PROVIDER, SBBC, or otherwise.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified

or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. All Facility Use Permits approved through the Facilitron system are incorporated into this Agreement by reference without the need for a physical attachment.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or

insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon fourteen (14) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, regulations, and applicable SBBC Operational Handbook(s) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. Notwithstanding the foregoing, changes to Facility Use Permits approved through the Facilitron system shall not constitute an amendment to this Agreement and shall not require execution of a written amendment.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil

commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **School Principal Approvals**. Operational approvals, including facility use, scheduling, and campus-level requirements, shall be determined by the school principal or designee in accordance with SBBC procedures and reflected in the Facilitron system.

3.24 **Non-School Activity Acknowledgment.** The Parties acknowledge that the summer camp program is not a School Board instructional or extracurricular program. Campers are not SBBC students for purposes of this Agreement, and PROVIDER is solely responsible for all program operations, supervision, and activities conducted on SBBC property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

PROVIDER

(Corporate Seal)

LIGHTHOUSE OF BROWARD COUNTY, INC.

ATTEST:

By: _____
Signature

Elyn Drozer, Pres. & CEO
[Print Name; Title]

Maria Pierson
Corporate Secretary Signature
Print Name: Maria Pierson

-or-

_____
Witness

_____
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this May 26th, 2026 (*date*) by Elyn Drozer (*name of officer or agent, title of officer or agent*) of Lighthouse of Broward Cty. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 26th day of May, 2026.

My Commission Expires: 03/27/2030

JILLIAN GONZALEZ
MY COMMISSION # HH 757289
EXPIRES: March 27, 2030
(SEAL)

_____
Signature - Notary Public

Jillian Gonzalez
Printed Name of Notary

HH757289
Notary's Commission No.

AUTHORIZED PRIVATE PROVIDER CHILD CARE PROGRAM

SUMMER CAMP AGREEMENT

2026

THIS AUTHORIZED PROVIDER CHILD CARE PROGRAM AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida, whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

LIGHTNING BASKETBALL, INC.

(hereinafter referred to as "PROVIDER"), a Florida non-profit corporation

whose principal place of business is

18600 Vista Park Blvd.

Weston, Fl 33332

WHEREAS, SBBC Policy 4390 **Child Care Programs** states that Child Care Programs on SBBC property shall be operated by an Authorized Provider(s) during non-school hours; and

WHEREAS, as an Authorized Provider, a private provider shall have a valid Agreement with SBBC prior to operating a Child Care Program in compliance with SBBC Policy 4390; and

WHEREAS, PROVIDER desires to become a private provider of a Summer Camp child care program on SBBC property during summer 2026; and

WHEREAS, PROVIDER shall obtain and maintain Facility Use Permits through SBBC's Facilitron system, subject to approval by the applicable school principal or designee, for all Summer Camp child care programs operated under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on June 9, 2026 ("Effective Date") and concludes on August 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **PROVIDER Responsibilities and Requirements.** This Agreement authorizes PROVIDER to operate a Child Care Program as defined in SBBC Policy 4390 **Child Care Programs**, only during non-school hours as defined in Policy 4390, and subject to the terms of this Agreement, SBBC Policies, and applicable Summer Camp Operations Compliance Requirements. For purposes of this Agreement, "Approved Facility Use Permit" means a Facility Use Permit requested and approved through SBBC's Facilitron system by the applicable school principal or designee. Facilitron governs operational scheduling details only, while this Agreement governs authorization and legal rights. All Facility Use Permits must fall within the Term of this Agreement.

(a) Licensure and Credentials. PROVIDER represents and warrants that it currently holds, and shall maintain throughout the term of this Agreement, all licenses, permits, approvals, and credentials required under federal, state, and local law to operate a Child Care Program, including any required licensure under Florida law.

(b) General Operational Standard. PROVIDER is authorized to operate a summer camp program at SBBC facilities pursuant to approved Facility Use Permits. All participants in such program shall be referred to as "campers." PROVIDER shall operate all summer camp activities in compliance with the operational, staffing, supervision, safety, and program requirements set forth in this Agreement. These provisions govern program operations at each site and supersede any prior reference to external operational manuals or handbooks.

(c) Nature of Program and Supervision. Campers shall be under the exclusive supervision and control of PROVIDER at all times while on SBBC property. PROVIDER shall conduct a supervised summer camp program designed for minors participating in recreational, enrichment, and developmental activities. PROVIDER shall:

1) Maintain continuous supervision of all campers at all times;
2) Ensure all camper activities occur within approved times and locations reflected in the applicable Facility Use Permit; and
3) Prohibit campers from accessing any unauthorized areas of the campus.

(d) Staffing and Supervision Levels. PROVIDER shall maintain sufficient qualified personnel to ensure safe operations at all times. PROVIDER shall ensure that staffing levels are appropriate based on the number, age, and needs of campers. Staffing ratios shall not exceed 25 campers per qualified staff member. The program supervisor and campus monitor cannot be counted in the ratio. At a minimum:

1) One designated program supervisor shall be present at each site;
2) One campus monitor shall be assigned, where required by SBBC; and
3) Additional staff shall be provided in numbers sufficient to maintain camper safety and appropriate supervision.

(e) Facility Use and Scheduling (Facilitron).

1) PROVIDER shall obtain and maintain all Facility Use Permits through SBBC's Facilitron system for the use of SBBC facilities.

2) All Facility Use Permits approved through Facilitron by the applicable school principal or the principal's designee shall constitute the sole authorization for PROVIDER's use of SBBC facilities, including approved dates, times, locations, and spaces. Approved Facility Use Permits govern the specific dates, times, locations, and facilities for operations under this Agreement and are required for use, but do not independently confer Authorized Provider status absent this Agreement. Facility Use Permits, as reflected in Facilitron, are incorporated by reference solely for operational scheduling purposes and shall not modify the legal or contractual provisions of this Agreement.

3) PROVIDER may request, and the school principal or designee may approve or deny, modifications to dates, times, locations, or facilities directly through the Facilitron system.

4) No attachment to this Agreement identifying Approved Facility Use Permits is required, and no amendment to this Agreement shall be necessary to add, remove, or modify any Facility Use Permit.

5) PROVIDER shall not operate a Child Care Program at any location or time unless an approved Facility Use Permit exists in the Facilitron system.

6) If any approved Facility Use Permit is terminated in the Facilitron system, PROVIDER shall immediately cease operations at the affected location(s) and time(s).

7) Notwithstanding that PROVIDER has obtained and maintains one (1) or more Approved Facility Use Permits, through SBBC's Facilitron system, if this Agreement is terminated, then PROVIDER shall not operate a Child Care Program on SBBC Property at the location referenced in the Approved Facility Use Permits as of the effective date of such termination. Under such circumstances, PROVIDER, its subcontractors, agents, assigns, or the like shall not be entitled to a refund associated with same Approved Facility Use Permits as a result of said termination; and agrees that it shall not be entitled to and waives any damages, or other relief, in equity or in law, as a result of said process and said termination. PROVIDER shall comply with any and all SBBC Policies and procedures associated with same Approved Facility Use Permits as it relates to the change of use as a result of ceasing all operations as a Child Care Program as a result of the termination of this Agreement.

8) Facility Use Permits obtained through Facilitron are administrative instruments for scheduling, facility assignment, and payment, and do not independently grant authorization to operate a Child Care Program as an Authorized Provider under Policy 4390 absent this Agreement.

(f) Campus Monitor.

1) PROVIDER shall provide an appropriately trained campus monitor and shall comply with campus supervision and safety requirements as required by the school principal or designee and SBBC Police, which may include the provision of campus

monitor by SBBC at PROVIDER's cost where deemed necessary by SBBC.

2) PROVIDER's campus monitor shall arrive fifteen (15) minutes prior to the start of the program and shall stay fifteen (15) minutes after the last student leaves.

3) PROVIDER's campus monitor shall not supervise a group of campers or manage the desk at any point in time.

4) PROVIDER's campus monitor shall move around the campus and shall monitor the campus gate(s).

5) PROVIDER shall pay any and all cost associated with PROVIDER's campus monitor as a part of its current cost of doing business and shall not pass the costs of PROVIDER'S campus monitor onto the parents and/or guardians of the child care programs participants.

6) SBBC reserves the right, in its sole discretion, to change or add to the requirements of a campus monitor and the requirements of PROVIDER's child care program as it deems necessary for the benefit of SBBC, and as required by federal, state, local, and/or SBBC Policies.

(g) Identification Badge. PROVIDER's staff shall wear a visible and easily readable identification badge at all times when on SBBC property.

(h) PROVIDER Personnel. PROVIDER shall hire and pay for all PROVIDER personnel as PROVIDER employees. The parties agree that PROVIDER personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons.

(i) Ensuring Compliance. PROVIDER shall comply with any and all federal, state, local, and SBBC Policies, including, but not limited to, SBBC Policy 4930 and, to the extent applicable, SBBC Policy 8020 as implemented through the Facilitron system.

(j) Facilitron as System of Record. The Parties acknowledge that the Facilitron system serves as the official system of record for all Facility Use Permits issued under this Agreement. In the event of any conflict between the terms of this Agreement and the operational details contained in an approved Facility Use Permit within Facilitron, the Facilitron record shall govern with respect to dates, times, locations, and facility usage.

(k) Camper Accountability and Release. PROVIDER shall implement procedures that ensure the safety and accountability of all campers, including:

1) Daily attendance verification;

2) Controlled check-in and check-out procedures;

3) Release of campers only to authorized individuals identified by the camper's parent or guardian; and

4) Maintenance of current emergency contact information for each camper.

(l) Safety and Emergency Requirements. Camper safety shall be the primary responsibility of PROVIDER at all times during program operation. PROVIDER shall maintain a

safe environment for all campers and shall:

1) Establish and implement emergency response procedures;

2) Maintain appropriate communication capability for emergencies;

3) Immediately address any accidents, incidents, or safety concerns and then report via email to the school administrator with a copy to the SBBC Before and After School Child Care Department at BASCCBroward@BrowardSchools.com; and

4) Cooperate with SBBC personnel in responding to emergencies or safety events.

(m) Health and Incident Management. SBBC shall not be responsible for medical supervision or care of any camper. PROVIDER shall maintain procedures for responding to camper illness, injury, or behavioral incidents, including:

1) Prompt parent or guardian notification when appropriate;

2) Documentation of significant incidents; and

3) Immediate response to any condition that presents a risk to camper safety.

(n) Camper Conduct and Removal. PROVIDER shall establish reasonable rules of conduct for campers and shall maintain order and safety within the program. PROVIDER may remove or suspend a camper from participation when, in PROVIDER's reasonable discretion, such action is necessary to:

1) Protect the safety of campers or staff; or

2) Prevent disruption of program operations.

(o) Staff Qualifications and Training. PROVIDER shall be solely responsible for all employment, screening, and training requirements for its personnel. PROVIDER shall ensure that all personnel assigned to the summer camp program:

1) Are properly qualified, screened, and legally permitted to work with minors;

2) Receive appropriate training in camper supervision and safety; and

3) Comply with all applicable laws related to working with children.

(p) Camper Records and Confidentiality. PROVIDER shall maintain appropriate camper records, including registration and emergency contact information. All camper information shall:

1) Be used solely for program administration;

2) Be maintained in a secure and confidential manner; and

3) Be protected in accordance with applicable law.

(q) Equal Access. PROVIDER shall operate its summer camp program in a manner that provides equal access to participation and does not discriminate based on applicable protected classifications under law. Reasonable accommodations shall be implemented where required by law.

(r) Operational Authority of SBBC. SBBC reserves the right to impose reasonable operational requirements or restrictions at any time, including site-specific safety or facility conditions, as deemed necessary to ensure the safety of SBBC facilities and occupants, maintain compliance with applicable law, or protect the interests of SBBC. PROVIDER shall comply with all such directives.

2.03 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to PROVIDER pursuant to this Agreement. However, should PROVIDER come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PROVIDER's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PROVIDER. Should PROVIDER come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.04 **PROVIDER Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.05 **PROVIDER Safeguarding the Confidentiality of Employee Records.**

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

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by

telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.06 **Cost.**

(a) No Cost to SBBC. There shall be no cost incurred to SBBC by PROVIDER under this Agreement.

(b) Cost to PROVIDER. PROVIDER shall be responsible for all costs associated with facility use, including applicable fees processed through the SBBC Facilitron system. Payment of all applicable fees through Facilitron is a condition precedent to use of SBBC facilities.

2.07 **Inspection of PROVIDER's Records by SBBC**. PROVIDER shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of PROVIDER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to PROVIDER's Records from the Effective Date of this Agreement, for the duration of the term and for a period of five (5) years following termination of this Agreement. SBBC's agent or its authorized representative shall provide PROVIDER with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the PROVIDER's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Before and After School Child Care
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: LIGHTNING BASKETBALL, INC.
18600 Vista Park Blvd.
Weston, Fl 33332

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening.** PROVIDER shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of PROVIDER's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of PROVIDER or its personnel providing any services under this Agreement. PROVIDER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to PROVIDER and its personnel. The parties agree that the failure of PROVIDER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit PROVIDER to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PROVIDER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from PROVIDER's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PROVIDER shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PROVIDER shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PROVIDER does not transfer the public records to SBBC. Upon completion of the Agreement, PROVIDER shall transfer, at no cost, to SBBC all public records in possession of PROVIDER or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PROVIDER transfers all public records to SBBC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Waivers by PROVIDER**. PROVIDER shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that PROVIDER shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event PROVIDER must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and PROVIDER covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by PROVIDER shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC.

2.13 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties

hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, and/or claim or injury or damage.

2.14 **Insurance Requirements.** PROVIDER shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PROVIDER shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. PROVIDER shall maintain Damage To Rented Premises with limits of $500,000 per occurrence/aggregate limits.

(b) Sexual Abuse/Molestation. PROVIDER shall maintain sexual abuse/molestation insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. PROVIDER shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PROVIDER shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Fire Legal Liability Damage to Rented Premises. PROVIDER shall maintain Fire Legal Liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

(g) Verification of Coverage. Proof of the required insurance must be furnished by PROVIDER to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance.

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. PROVIDER is prohibited from providing services under

this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **SBBC Liability**. SBBC shall not be liable or responsible for any damage, accident, injury or death to PROVIDER or PROVIDER's property or to PROVIDER's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the term of this Agreement.

2.16 **PROVIDER Liability.** PROVIDER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by PROVIDER, its agents, servants, or employees; the equipment of PROVIDER, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PROVIDER or the negligence of PROVIDER's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PROVIDER, SBBC, or otherwise.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any

confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. All Facility Use Permits approved through the Facilitron system are incorporated into this Agreement by reference without the need for a physical attachment.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for

Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon fourteen (14) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, regulations, and applicable SBBC Operational Handbook(s) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. Notwithstanding the foregoing, changes to Facility Use Permits approved through the Facilitron system shall not constitute an amendment to this Agreement and shall not require execution of a written amendment.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **School Principal Approvals**. Operational approvals, including facility use, scheduling, and campus-level requirements, shall be determined by the school principal or designee in accordance with SBBC procedures and reflected in the Facilitron system.

3.24 **Non-School Activity Acknowledgment.** The Parties acknowledge that the summer camp program is not a School Board instructional or extracurricular program. Campers are not SBBC students for purposes of this Agreement, and PROVIDER is solely responsible for all program operations, supervision, and activities conducted on SBBC property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

PROVIDER

(Corporate Seal)

ATTEST:

LIGHTNING BASKETBALL, INC.

By: _____
Signature

James Summerall / President
[Print Name, Title]

_____
Corporate Secretary Signature

Print Name: _____

Witness

Peyton Looky
Witness

Mary Summerall / Mary Summerall
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/24/26 (*date*) by James Summerall (*name of officer or agent, title of officer or agent*) of Lightning Basketball Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced FL Drivers License (*type of identification*) as identification and who ☒did/☐did not first take an oath this 24th day of May, 2026.

My Commission Expires:

_____
Signature – Notary Public

Sarah Toole
Printed Name of Notary

1825244
Notary's Commission No.

(SEAL)

Notary Public State of Florida
Sarah Toole
My Commission HH 596241
Expires 9/22/2028

AUTHORIZED PRIVATE PROVIDER CHILD CARE PROGRAM

SUMMER CAMP AGREEMENT

2026

THIS AUTHORIZED PROVIDER CHILD CARE PROGRAM AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida, whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

NOVA DAVIE BASEBALL CAMP LLC

(hereinafter referred to as "PROVIDER"), a Florida Limited Liability Company whose principal place of business is

9530 NW 18th Street, Plantation, Florida 33322

WHEREAS, SBBC Policy 4390 **Child Care Programs** states that Child Care Programs on SBBC property shall be operated by an Authorized Provider(s) during non-school hours; and

WHEREAS, as an Authorized Provider, a private provider shall have a valid Agreement with SBBC prior to operating a Child Care Program in compliance with SBBC Policy 4390; and

WHEREAS, PROVIDER desires to become a private provider of a Summer Camp child care program on SBBC property during summer 2026; and

WHEREAS, PROVIDER shall obtain and maintain Facility Use Permits through SBBC's Facilitron system, subject to approval by the applicable school principal or designee, for all Summer Camp child care programs operated under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on June 9, 2026 ("Effective Date") and concludes on August 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **PROVIDER Responsibilities and Requirements.** This Agreement authorizes PROVIDER to operate a Child Care Program as defined in SBBC Policy 4390 **Child Care Programs**, only during non-school hours as defined in Policy 4390, and subject to the terms of this Agreement, SBBC Policies, and applicable Summer Camp Operations Compliance Requirements. For purposes of this Agreement, "Approved Facility Use Permit" means a Facility Use Permit requested and approved through SBBC's Facilitron system by the applicable school principal or designee. Facilitron governs operational scheduling details only, while this Agreement governs authorization and legal rights. All Facility Use Permits must fall within the Term of this Agreement.

(a) Licensure and Credentials. PROVIDER represents and warrants that it currently holds, and shall maintain throughout the term of this Agreement, all licenses, permits, approvals, and credentials required under federal, state, and local law to operate a Child Care Program, including any required licensure under Florida law.

(b) General Operational Standard. PROVIDER is authorized to operate a summer camp program at SBBC facilities pursuant to approved Facility Use Permits. All participants in such program shall be referred to as "campers." PROVIDER shall operate all summer camp activities in compliance with the operational, staffing, supervision, safety, and program requirements set forth in this Agreement. These provisions govern program operations at each site and supersede any prior reference to external operational manuals or handbooks.

(c) Nature of Program and Supervision. Campers shall be under the exclusive supervision and control of PROVIDER at all times while on SBBC property. PROVIDER shall conduct a supervised summer camp program designed for minors participating in recreational, enrichment, and developmental activities. PROVIDER shall:

1) Maintain continuous supervision of all campers at all times;
2) Ensure all camper activities occur within approved times and locations reflected in the applicable Facility Use Permit; and
3) Prohibit campers from accessing any unauthorized areas of the campus.

(d) Staffing and Supervision Levels. PROVIDER shall maintain sufficient qualified personnel to ensure safe operations at all times. PROVIDER shall ensure that staffing levels are appropriate based on the number, age, and needs of campers. Staffing ratios shall not exceed 25 campers per qualified staff member. The program supervisor and campus monitor cannot be counted in the ratio. At a minimum:

1) One designated program supervisor shall be present at each site;
2) One campus monitor shall be assigned, where required by SBBC; and
3) Additional staff shall be provided in numbers sufficient to maintain camper safety and appropriate supervision.

(e) Facility Use and Scheduling (Facilitron).

1) PROVIDER shall obtain and maintain all Facility Use Permits through SBBC's Facilitron system for the use of SBBC facilities.

2) All Facility Use Permits approved through Facilitron by the applicable school principal or the principal's designee shall constitute the sole authorization for PROVIDER's use of SBBC facilities, including approved dates, times, locations, and spaces. Approved Facility Use Permits govern the specific dates, times, locations, and facilities for operations under this Agreement and are required for use, but do not independently confer Authorized Provider status absent this Agreement. Facility Use Permits, as reflected in Facilitron, are incorporated by reference solely for operational scheduling purposes and shall not modify the legal or contractual provisions of this Agreement.

3) PROVIDER may request, and the school principal or designee may approve or deny, modifications to dates, times, locations, or facilities directly through the Facilitron system.

4) No attachment to this Agreement identifying Approved Facility Use Permits is required, and no amendment to this Agreement shall be necessary to add, remove, or modify any Facility Use Permit.

5) PROVIDER shall not operate a Child Care Program at any location or time unless an approved Facility Use Permit exists in the Facilitron system.

6) If any approved Facility Use Permit is terminated in the Facilitron system, PROVIDER shall immediately cease operations at the affected location(s) and time(s).

7) Notwithstanding that PROVIDER has obtained and maintains one (1) or more Approved Facility Use Permits, through SBBC's Facilitron system, if this Agreement is terminated, then PROVIDER shall not operate a Child Care Program on SBBC Property at the location referenced in the Approved Facility Use Permits as of the effective date of such termination. Under such circumstances, PROVIDER, its subcontractors, agents, assigns, or the like shall not be entitled to a refund associated with same Approved Facility Use Permits as a result of said termination; and agrees that it shall not be entitled to and waives any damages, or other relief, in equity or in law, as a result of said process and said termination. PROVIDER shall comply with any and all SBBC Policies and procedures associated with same Approved Facility Use Permits as it relates to the change of use as a result of ceasing all operations as a Child Care Program as a result of the termination of this Agreement.

8) Facility Use Permits obtained through Facilitron are administrative instruments for scheduling, facility assignment, and payment, and do not independently grant authorization to operate a Child Care Program as an Authorized Provider under Policy 4390 absent this Agreement.

(f) Campus Monitor.

1) PROVIDER shall provide an appropriately trained campus monitor and shall comply with campus supervision and safety requirements as required by the school principal or designee and SBBC Police, which may include the provision of campus

monitor by SBBC at PROVIDER's cost where deemed necessary by SBBC.

2) PROVIDER's campus monitor shall arrive fifteen (15) minutes prior to the start of the program and shall stay fifteen (15) minutes after the last student leaves.

3) PROVIDER's campus monitor shall not supervise a group of campers or manage the desk at any point in time.

4) PROVIDER's campus monitor shall move around the campus and shall monitor the campus gate(s).

5) PROVIDER shall pay any and all cost associated with PROVIDER's campus monitor as a part of its current cost of doing business and shall not pass the costs of PROVIDER'S campus monitor onto the parents and/or guardians of the child care programs participants.

6) SBBC reserves the right, in its sole discretion, to change or add to the requirements of a campus monitor and the requirements of PROVIDER's child care program as it deems necessary for the benefit of SBBC, and as required by federal, state, local, and/or SBBC Policies.

(g) Identification Badge. PROVIDER's staff shall wear a visible and easily readable identification badge at all times when on SBBC property.

(h) PROVIDER Personnel. PROVIDER shall hire and pay for all PROVIDER personnel as PROVIDER employees. The parties agree that PROVIDER personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons.

(i) Ensuring Compliance. PROVIDER shall comply with any and all federal, state, local, and SBBC Policies, including, but not limited to, SBBC Policy 4930 and, to the extent applicable, SBBC Policy 8020 as implemented through the Facilitron system.

(j) Facilitron as System of Record. The Parties acknowledge that the Facilitron system serves as the official system of record for all Facility Use Permits issued under this Agreement. In the event of any conflict between the terms of this Agreement and the operational details contained in an approved Facility Use Permit within Facilitron, the Facilitron record shall govern with respect to dates, times, locations, and facility usage.

(k) Camper Accountability and Release. PROVIDER shall implement procedures that ensure the safety and accountability of all campers, including:

1) Daily attendance verification;

2) Controlled check-in and check-out procedures;

3) Release of campers only to authorized individuals identified by the camper's parent or guardian; and

4) Maintenance of current emergency contact information for each camper.

(l) Safety and Emergency Requirements. Camper safety shall be the primary responsibility of PROVIDER at all times during program operation. PROVIDER shall maintain a

safe environment for all campers and shall:

1) Establish and implement emergency response procedures;

2) Maintain appropriate communication capability for emergencies;

3) Immediately address any accidents, incidents, or safety concerns and then report via email to the school administrator with a copy to the SBBC Before and After School Child Care Department at BASCCBroward@BrowardSchools.com; and

4) Cooperate with SBBC personnel in responding to emergencies or safety events.

(m) Health and Incident Management. SBBC shall not be responsible for medical supervision or care of any camper. PROVIDER shall maintain procedures for responding to camper illness, injury, or behavioral incidents, including:

1) Prompt parent or guardian notification when appropriate;

2) Documentation of significant incidents; and

3) Immediate response to any condition that presents a risk to camper safety.

(n) Camper Conduct and Removal. PROVIDER shall establish reasonable rules of conduct for campers and shall maintain order and safety within the program. PROVIDER may remove or suspend a camper from participation when, in PROVIDER's reasonable discretion, such action is necessary to:

1) Protect the safety of campers or staff; or

2) Prevent disruption of program operations.

(o) Staff Qualifications and Training. PROVIDER shall be solely responsible for all employment, screening, and training requirements for its personnel. PROVIDER shall ensure that all personnel assigned to the summer camp program:

1) Are properly qualified, screened, and legally permitted to work with minors;

2) Receive appropriate training in camper supervision and safety; and

3) Comply with all applicable laws related to working with children.

(p) Camper Records and Confidentiality. PROVIDER shall maintain appropriate camper records, including registration and emergency contact information. All camper information shall:

1) Be used solely for program administration;

2) Be maintained in a secure and confidential manner; and

3) Be protected in accordance with applicable law.

(q) Equal Access. PROVIDER shall operate its summer camp program in a manner that provides equal access to participation and does not discriminate based on applicable protected classifications under law. Reasonable accommodations shall be implemented where required by law.

(r) Operational Authority of SBBC. SBBC reserves the right to impose reasonable operational requirements or restrictions at any time, including site-specific safety or facility conditions, as deemed necessary to ensure the safety of SBBC facilities and occupants, maintain compliance with applicable law, or protect the interests of SBBC. PROVIDER shall comply with all such directives.

2.03 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to PROVIDER pursuant to this Agreement. However, should PROVIDER come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PROVIDER's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PROVIDER. Should PROVIDER come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.04 **PROVIDER Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.05 **PROVIDER Safeguarding the Confidentiality of Employee Records.**

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

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by

telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.06 **Cost.**

(a) No Cost to SBBC. There shall be no cost incurred to SBBC by PROVIDER under this Agreement.

(b) Cost to PROVIDER. PROVIDER shall be responsible for all costs associated with facility use, including applicable fees processed through the SBBC Facilitron system. Payment of all applicable fees through Facilitron is a condition precedent to use of SBBC facilities.

2.07 **Inspection of PROVIDER's Records by SBBC**. PROVIDER shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of PROVIDER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to PROVIDER's Records from the Effective Date of this Agreement, for the duration of the term and for a period of five (5) years following termination of this Agreement. SBBC's agent or its authorized representative shall provide PROVIDER with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the PROVIDER's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before and After School Child Care The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	NOVA DAVIE BASEBALL CAMP LLC 9530 NW 18th Street Plantation, Florida 33322

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening.** PROVIDER shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of PROVIDER's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of PROVIDER or its personnel providing any services under this Agreement. PROVIDER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to PROVIDER and its personnel. The parties agree that the failure of PROVIDER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit PROVIDER to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PROVIDER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from PROVIDER's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PROVIDER shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PROVIDER shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PROVIDER does not transfer the public records to SBBC. Upon completion of the Agreement, PROVIDER shall transfer, at no cost, to SBBC all public records in possession of PROVIDER or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PROVIDER transfers all public records to SBBC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Waivers by PROVIDER**. PROVIDER shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that PROVIDER shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event PROVIDER must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and PROVIDER covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by PROVIDER shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC.

2.13 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties

hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, and/or claim or injury or damage.

2.14 **Insurance Requirements.** PROVIDER shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PROVIDER shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. PROVIDER shall maintain Damage To Rented Premises with limits of $500,000 per occurrence/aggregate limits.

(b) Sexual Abuse/Molestation. PROVIDER shall maintain sexual abuse/molestation insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. PROVIDER shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PROVIDER shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Fire Legal Liability Damage to Rented Premises. PROVIDER shall maintain Fire Legal Liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

(g) Verification of Coverage. Proof of the required insurance must be furnished by PROVIDER to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance.

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. PROVIDER is prohibited from providing services under

this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **SBBC Liability**. SBBC shall not be liable or responsible for any damage, accident, injury or death to PROVIDER or PROVIDER's property or to PROVIDER's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the term of this Agreement.

2.16 **PROVIDER Liability.** PROVIDER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by PROVIDER, its agents, servants, or employees; the equipment of PROVIDER, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PROVIDER or the negligence of PROVIDER's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PROVIDER, SBBC, or otherwise.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any

confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. All Facility Use Permits approved through the Facilitron system are incorporated into this Agreement by reference without the need for a physical attachment.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for

Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon fourteen (14) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, regulations, and applicable SBBC Operational Handbook(s) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. Notwithstanding the foregoing, changes to Facility Use Permits approved through the Facilitron system shall not constitute an amendment to this Agreement and shall not require execution of a written amendment.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **School Principal Approvals**. Operational approvals, including facility use, scheduling, and campus-level requirements, shall be determined by the school principal or designee in accordance with SBBC procedures and reflected in the Facilitron system.

3.24 **Non-School Activity Acknowledgment.** The Parties acknowledge that the summer camp program is not a School Board instructional or extracurricular program. Campers are not SBBC students for purposes of this Agreement, and PROVIDER is solely responsible for all program operations, supervision, and activities conducted on SBBC property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

PROVIDER

(Corporate Seal)

ATTEST:

NOVA DAVIE BASEBALL CAMP LLC

By: _____
Signature

DANIEL ROVETTO, DIRECTOR
[Print Name, Title]

_____
Corporate Secretary Signature

Print Name: _____

-or-

_____
Witness

_____
Witness

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

STATE OF FLORIDA

COUNTY OF BROWARD.

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26 MAY, 2026 (*date*) by KAROL CASTELLANOS (*name of officer or agent, title of officer or agent*) of DANIEL ROVETTO (*name of corporation acknowledging*), a FLORIDA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 26 day of MAY, 2026.

My Commission Expires:

_____
Signature – Notary Public

KAROL CASTELLANOS
Printed Name of Notary

(SEAL)

KAROL CASTELLANOS
Notary Public
State of Florida
Comm# HH609974
Expires 11/6/2028

_____
Notary's Commission No.

AUTHORIZED PRIVATE PROVIDER CHILD CARE PROGRAM

SUMMER CAMP AGREEMENT

2026

THIS AUTHORIZED PROVIDER CHILD CARE PROGRAM AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida, whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

POSITIVE ATHLETICS, LLC

(hereinafter referred to as "PROVIDER"), a Florida Limited Liability Company

whose principal place of business is

1296 Garden Road, Weston, Florida 33326

WHEREAS, SBBC Policy 4390 **Child Care Programs** states that Child Care Programs on SBBC property shall be operated by an Authorized Provider(s) during non-school hours; and

WHEREAS, as an Authorized Provider, a private provider shall have a valid Agreement with SBBC prior to operating a Child Care Program in compliance with SBBC Policy 4390; and

WHEREAS, PROVIDER desires to become a private provider of a Summer Camp child care program on SBBC property during summer 2026; and

WHEREAS, PROVIDER shall obtain and maintain Facility Use Permits through SBBC's Facilitron system, subject to approval by the applicable school principal or designee, for all Summer Camp child care programs operated under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on June 9, 2026 ("Effective Date") and concludes on August 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **PROVIDER Responsibilities and Requirements.** This Agreement authorizes PROVIDER to operate a Child Care Program as defined in SBBC Policy 4390 **Child Care Programs**, only during non-school hours as defined in Policy 4390, and subject to the terms of this Agreement, SBBC Policies, and applicable Summer Camp Operations Compliance Requirements. For purposes of this Agreement, "Approved Facility Use Permit" means a Facility Use Permit requested and approved through SBBC's Facilitron system by the applicable school principal or designee. Facilitron governs operational scheduling details only, while this Agreement governs authorization and legal rights. All Facility Use Permits must fall within the Term of this Agreement.

(a) Licensure and Credentials. PROVIDER represents and warrants that it currently holds, and shall maintain throughout the term of this Agreement, all licenses, permits, approvals, and credentials required under federal, state, and local law to operate a Child Care Program, including any required licensure under Florida law.

(b) General Operational Standard. PROVIDER is authorized to operate a summer camp program at SBBC facilities pursuant to approved Facility Use Permits. All participants in such program shall be referred to as "campers." PROVIDER shall operate all summer camp activities in compliance with the operational, staffing, supervision, safety, and program requirements set forth in this Agreement. These provisions govern program operations at each site and supersede any prior reference to external operational manuals or handbooks.

(c) Nature of Program and Supervision. Campers shall be under the exclusive supervision and control of PROVIDER at all times while on SBBC property. PROVIDER shall conduct a supervised summer camp program designed for minors participating in recreational, enrichment, and developmental activities. PROVIDER shall:

1) Maintain continuous supervision of all campers at all times;
2) Ensure all camper activities occur within approved times and locations reflected in the applicable Facility Use Permit; and
3) Prohibit campers from accessing any unauthorized areas of the campus.

(d) Staffing and Supervision Levels. PROVIDER shall maintain sufficient qualified personnel to ensure safe operations at all times. PROVIDER shall ensure that staffing levels are appropriate based on the number, age, and needs of campers. Staffing ratios shall not exceed 25 campers per qualified staff member. The program supervisor and campus monitor cannot be counted in the ratio. At a minimum:

1) One designated program supervisor shall be present at each site;
2) One campus monitor shall be assigned, where required by SBBC; and
3) Additional staff shall be provided in numbers sufficient to maintain camper safety and appropriate supervision.

(e) Facility Use and Scheduling (Facilitron).

1) PROVIDER shall obtain and maintain all Facility Use Permits through SBBC's Facilitron system for the use of SBBC facilities.

2) All Facility Use Permits approved through Facilitron by the applicable school principal or the principal's designee shall constitute the sole authorization for PROVIDER's use of SBBC facilities, including approved dates, times, locations, and spaces. Approved Facility Use Permits govern the specific dates, times, locations, and facilities for operations under this Agreement and are required for use, but do not independently confer Authorized Provider status absent this Agreement. Facility Use Permits, as reflected in Facilitron, are incorporated by reference solely for operational scheduling purposes and shall not modify the legal or contractual provisions of this Agreement.

3) PROVIDER may request, and the school principal or designee may approve or deny, modifications to dates, times, locations, or facilities directly through the Facilitron system.

4) No attachment to this Agreement identifying Approved Facility Use Permits is required, and no amendment to this Agreement shall be necessary to add, remove, or modify any Facility Use Permit.

5) PROVIDER shall not operate a Child Care Program at any location or time unless an approved Facility Use Permit exists in the Facilitron system.

6) If any approved Facility Use Permit is terminated in the Facilitron system, PROVIDER shall immediately cease operations at the affected location(s) and time(s).

7) Notwithstanding that PROVIDER has obtained and maintains one (1) or more Approved Facility Use Permits, through SBBC's Facilitron system, if this Agreement is terminated, then PROVIDER shall not operate a Child Care Program on SBBC Property at the location referenced in the Approved Facility Use Permits as of the effective date of such termination. Under such circumstances, PROVIDER, its subcontractors, agents, assigns, or the like shall not be entitled to a refund associated with same Approved Facility Use Permits as a result of said termination; and agrees that it shall not be entitled to and waives any damages, or other relief, in equity or in law, as a result of said process and said termination. PROVIDER shall comply with any and all SBBC Policies and procedures associated with same Approved Facility Use Permits as it relates to the change of use as a result of ceasing all operations as a Child Care Program as a result of the termination of this Agreement.

8) Facility Use Permits obtained through Facilitron are administrative instruments for scheduling, facility assignment, and payment, and do not independently grant authorization to operate a Child Care Program as an Authorized Provider under Policy 4390 absent this Agreement.

(f) Campus Monitor.

1) PROVIDER shall provide an appropriately trained campus monitor and shall comply with campus supervision and safety requirements as required by the school principal or designee and SBBC Police, which may include the provision of campus

monitor by SBBC at PROVIDER's cost where deemed necessary by SBBC.

2) PROVIDER's campus monitor shall arrive fifteen (15) minutes prior to the start of the program and shall stay fifteen (15) minutes after the last student leaves.

3) PROVIDER's campus monitor shall not supervise a group of campers or manage the desk at any point in time.

4) PROVIDER's campus monitor shall move around the campus and shall monitor the campus gate(s).

5) PROVIDER shall pay any and all cost associated with PROVIDER's campus monitor as a part of its current cost of doing business and shall not pass the costs of PROVIDER'S campus monitor onto the parents and/or guardians of the child care programs participants.

6) SBBC reserves the right, in its sole discretion, to change or add to the requirements of a campus monitor and the requirements of PROVIDER's child care program as it deems necessary for the benefit of SBBC, and as required by federal, state, local, and/or SBBC Policies.

(g) Identification Badge. PROVIDER's staff shall wear a visible and easily readable identification badge at all times when on SBBC property.

(h) PROVIDER Personnel. PROVIDER shall hire and pay for all PROVIDER personnel as PROVIDER employees. The parties agree that PROVIDER personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons.

(i) Ensuring Compliance. PROVIDER shall comply with any and all federal, state, local, and SBBC Policies, including, but not limited to, SBBC Policy 4930 and, to the extent applicable, SBBC Policy 8020 as implemented through the Facilitron system.

(j) Facilitron as System of Record. The Parties acknowledge that the Facilitron system serves as the official system of record for all Facility Use Permits issued under this Agreement. In the event of any conflict between the terms of this Agreement and the operational details contained in an approved Facility Use Permit within Facilitron, the Facilitron record shall govern with respect to dates, times, locations, and facility usage.

(k) Camper Accountability and Release. PROVIDER shall implement procedures that ensure the safety and accountability of all campers, including:

1) Daily attendance verification;

2) Controlled check-in and check-out procedures;

3) Release of campers only to authorized individuals identified by the camper's parent or guardian; and

4) Maintenance of current emergency contact information for each camper.

(l) Safety and Emergency Requirements. Camper safety shall be the primary responsibility of PROVIDER at all times during program operation. PROVIDER shall maintain a

safe environment for all campers and shall:

1) Establish and implement emergency response procedures;

2) Maintain appropriate communication capability for emergencies;

3) Immediately address any accidents, incidents, or safety concerns and then report via email to the school administrator with a copy to the SBBC Before and After School Child Care Department at BASCCBroward@BrowardSchools.com; and

4) Cooperate with SBBC personnel in responding to emergencies or safety events.

(m) Health and Incident Management. SBBC shall not be responsible for medical supervision or care of any camper. PROVIDER shall maintain procedures for responding to camper illness, injury, or behavioral incidents, including:

1) Prompt parent or guardian notification when appropriate;

2) Documentation of significant incidents; and

3) Immediate response to any condition that presents a risk to camper safety.

(n) Camper Conduct and Removal. PROVIDER shall establish reasonable rules of conduct for campers and shall maintain order and safety within the program. PROVIDER may remove or suspend a camper from participation when, in PROVIDER's reasonable discretion, such action is necessary to:

1) Protect the safety of campers or staff; or

2) Prevent disruption of program operations.

(o) Staff Qualifications and Training. PROVIDER shall be solely responsible for all employment, screening, and training requirements for its personnel. PROVIDER shall ensure that all personnel assigned to the summer camp program:

1) Are properly qualified, screened, and legally permitted to work with minors;

2) Receive appropriate training in camper supervision and safety; and

3) Comply with all applicable laws related to working with children.

(p) Camper Records and Confidentiality. PROVIDER shall maintain appropriate camper records, including registration and emergency contact information. All camper information shall:

1) Be used solely for program administration;

2) Be maintained in a secure and confidential manner; and

3) Be protected in accordance with applicable law.

(q) Equal Access. PROVIDER shall operate its summer camp program in a manner that provides equal access to participation and does not discriminate based on applicable protected classifications under law. Reasonable accommodations shall be implemented where required by law.

(r) Operational Authority of SBBC. SBBC reserves the right to impose reasonable operational requirements or restrictions at any time, including site-specific safety or facility conditions, as deemed necessary to ensure the safety of SBBC facilities and occupants, maintain compliance with applicable law, or protect the interests of SBBC. PROVIDER shall comply with all such directives.

2.03 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to PROVIDER pursuant to this Agreement. However, should PROVIDER come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. PROVIDER's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to PROVIDER. Should PROVIDER come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.04 **PROVIDER Safeguarding the Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

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

2.05 **PROVIDER Safeguarding the Confidentiality of Employee Records.**

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

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, PROVIDER shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by

telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.06 **Cost.**

(a) No Cost to SBBC. There shall be no cost incurred to SBBC by PROVIDER under this Agreement.

(b) Cost to PROVIDER. PROVIDER shall be responsible for all costs associated with facility use, including applicable fees processed through the SBBC Facilitron system. Payment of all applicable fees through Facilitron is a condition precedent to use of SBBC facilities.

2.07 **Inspection of PROVIDER's Records by SBBC**. PROVIDER shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of PROVIDER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to PROVIDER's Records from the Effective Date of this Agreement, for the duration of the term and for a period of five (5) years following termination of this Agreement. SBBC's agent or its authorized representative shall provide PROVIDER with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the PROVIDER's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Before and After School Child Care The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	POSITIVE ATHLETICS, LLC 1296 Garden Road Weston, Florida 33326

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening.** PROVIDER shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of PROVIDER's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of PROVIDER or its personnel providing any services under this Agreement. PROVIDER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to PROVIDER and its personnel. The parties agree that the failure of PROVIDER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit PROVIDER to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PROVIDER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from PROVIDER's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PROVIDER shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PROVIDER shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PROVIDER does not transfer the public records to SBBC. Upon completion of the Agreement, PROVIDER shall transfer, at no cost, to SBBC all public records in possession of PROVIDER or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PROVIDER transfers all public records to SBBC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Waivers by PROVIDER**. PROVIDER shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that PROVIDER shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event PROVIDER must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and PROVIDER covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by PROVIDER shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC.

2.13 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties

hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, and/or claim or injury or damage.

2.14 **Insurance Requirements.** PROVIDER shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PROVIDER shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. PROVIDER shall maintain Damage To Rented Premises with limits of $500,000 per occurrence/aggregate limits.

(b) Sexual Abuse/Molestation. PROVIDER shall maintain sexual abuse/molestation insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. PROVIDER shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PROVIDER shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Fire Legal Liability Damage to Rented Premises. PROVIDER shall maintain Fire Legal Liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

(g) Verification of Coverage. Proof of the required insurance must be furnished by PROVIDER to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance.

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. PROVIDER is prohibited from providing services under

this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **SBBC Liability**. SBBC shall not be liable or responsible for any damage, accident, injury or death to PROVIDER or PROVIDER's property or to PROVIDER's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the term of this Agreement.

2.16 **PROVIDER Liability.** PROVIDER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by PROVIDER, its agents, servants, or employees; the equipment of PROVIDER, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PROVIDER or the negligence of PROVIDER's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PROVIDER, SBBC, or otherwise.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any

confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. All Facility Use Permits approved through the Facilitron system are incorporated into this Agreement by reference without the need for a physical attachment.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for

Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon fourteen (14) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, regulations, and applicable SBBC Operational Handbook(s) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. Notwithstanding the foregoing, changes to Facility Use Permits approved through the Facilitron system shall not constitute an amendment to this Agreement and shall not require execution of a written amendment.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **School Principal Approvals**. Operational approvals, including facility use, scheduling, and campus-level requirements, shall be determined by the school principal or designee in accordance with SBBC procedures and reflected in the Facilitron system.

3.24 **Non-School Activity Acknowledgment.** The Parties acknowledge that the summer camp program is not a School Board instructional or extracurricular program. Campers are not SBBC students for purposes of this Agreement, and PROVIDER is solely responsible for all program operations, supervision, and activities conducted on SBBC property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

PROVIDER

(Corporate Seal)

ATTEST:

POSITIVE ATHLETICS, LLC

By: _____
Signature

Christopher J Fiedler, Director
[Print Name, Title]

_____
Corporate Secretary Signature
Print Name: _____

Alex -or- Price
Witness

Christina Selage
Witness

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

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd of May 26 (*date*) by Christopher Fiedler (*name of officer or agent, title of officer or agent*) of Positive Athletics, LLC (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☐did not first take an oath this 22 day of May, 2026.

My Commission Expires:

Janel Fair
Signature – Notary Public

Janel Fair
Printed Name of Notary

HH 404759
Notary's Commission No.

(SEAL)
JANEL FAIR
MY COMMISSION # HH 404759
EXPIRES: May 31, 2027

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-084 – Emergency Medical Technician (EMT/Barry University)

REQUESTED ACTION:

Approve the First Amendment between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry), and the budget authority in the amount of $462,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$462,000. This Agreement will be funded through the Career and Professional Education Act funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

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

EXECUTIVE SUMMARY

AGR25-084 – EMT Emergency Medical Technician (Barry University)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Amendment between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry), and the budget authority in the amount of $462,000.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The Barry EMT Academy will continue to serve up to two hundred and forty (240) students across eight (8) schools, providing students with access to EMT training and eligibility for the Florida EMT exam. This agreement strengthens college and career readiness by aligning with state and local workforce demands in healthcare and emergency services.
If the School Board votes "No"	• The Barry University EMT Academy will limit student access to a high-demand program, reducing the District's ability to respond to increased demand from high schools, and constraining student opportunities for EMT licensure and related career pathways.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Continuing the Barry EMT Academy in eight (8) schools, increasing enrollment in a high-demand healthcare pathway, with more students becoming eligible for the Florida EMT certification exam. The program provides measurable workforce outcomes by preparing students with the skills and clinical experience needed for immediate employment or continued postsecondary study.

Background/History
The original Agreement provided Budget Authority for only one (1) school. Due to overwhelming student demand and strong school-level interest, SBBC will serve eight (8) high schools. This access will ensure equitable opportunities for students across the District to pursue healthcare pathways that lead directly into high-wage, high-demand fields. Due to the high interest and exemplary feedback, the program will continue in eight (8) of the current schools.

SBBC and Barry will offer the current Emergency Medical Technician (EMT) program at multiple high schools, including **Boyd Anderson High School, Charles Flanagan High School, Cooper City High School, Dillard 6-12 Magnet, Hallandale High School, Nova High School, South Plantation High School, and West Broward High School.** This Agreement allows Barry to operate at multiple site locations and provides an opportunity for students to enroll in its EMT program. Upon successful completion of the program, students will be qualified to take the State of Florida EMT Exam in compliance with Barry's licensure and accreditation with the State of Florida, Department of Health, and Bureau of Emergency Medical Services. The program prepares students for multiple career pathways, including employment as firefighter-paramedics, law enforcement officers, military service members, and emergency room technicians. Students gain both classroom instruction and hands-on clinical field experiences through Barry's established partnerships with fire departments, ambulance services, and hospitals across the region.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	July 1, 2026, through June 30, 2027.
Multi-Year Agreement:	Yes, this Agreement was originally for three years, with an option of two additional one-year renewal periods. Through this First Amendment, the first of two renewals is exercised.
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method:** Pursuant to Purchasing Policy 3800, Section III (D) and (E), and Rule 6A-1.012 11(b) and 14, Florida Administrative Code, the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, computer software, and information technology.

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

Budget Impact Summary Statement:

1. The total for the one-year renewal is $462,000. Pricing is based on a cost per student of $2,150 for a Barry University Instructor, $1,250 for a high school-provided Instructor for 240 students.
2. This Agreement will be funded through the Career and Professional Education Act (CAPE) funds.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/1/2026 - 6/30/2027	12 months	$462,000

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY27	12 months	CAPE Funds	$462,000

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The Barry EMT program provides access, ensuring equitable opportunities for students across the District to pursue healthcare pathways that lead directly into high-wage, high-demand fields.
School Selection /Prioritization	All high schools currently enrolled were given the opportunity to continue this program in their schools.
Community/ Stakeholder Engagement	All high school principals were surveyed in January of 2025 to determine interest in adding the Barry University EMT program to their course offerings. All current school principals responded, and 8 are continuing the program.
End-User Input	High School principals met several times throughout the year to provide feedback on the EMT programs, and 80% stated interest in continuing the program.

Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	April 29, 2026
Previous Bid # (Ex: 10-004R):	AGR25-084	**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$358,850	**Bid Title:**	EMT Emergency Medical Technician (Barry University)
Previous Award Total:	$462,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/17/2024	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	16

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$462,000**
Est. Forecasted Spend (For Entire Bid Term):	**$0**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	N/A	
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	**Name** (First & Last)	Maria D. Formoso
Fund	1000	**Title**	Director
Functional Area	5652630620000000	**Department/School Name**	Career Technical Adult/Commun. Ed
Commitment Item	53380000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Dr. Allen Zeman
Maura McCarthy Bulman
Rebecca Thompson
Lori Alhadeff
Dr. Jeff Holness
Brenda Fam, Esq
Nora Rupert

Dr. Howard Hepburn
Superintendent of Schools

January 8, 2025

Director, Academic Affairs
Barry University, Inc.
11300 NE 2nd Avenue
Miami, Shores, Florida 33161

RE: AGR25-084 - EMT Emergency Medical Technician (Barry University, Inc.)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Barry University, Inc. This is the result of the School Board's approval on December 17, 2024, for Item OO-2. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Susanne Dale, Purchasing Agent II
Maria Formoso, Director, Career, Technical, Adult & Community Education
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-12-17	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

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

TITLE:
AGR25-084 - EMT Emergency Medical Technician (Barry University, Inc.)

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry). District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement

FINANCIAL IMPACT:
$88,150 and the funding will come from the individual schoolâ€™s CAPE funds.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
College and Career Readiness/Acceleration **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations & Facilities Officer

Signature
Wanda F. Paul, Chief Operations & Facilities Officer

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

Approved in Open Board Meeting On: December 17, 2024

By: Debra Hixon
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida
whose principal place of business is:
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BARRY UNIVERSITY, INC.
(hereinafter referred to as "BARRY"),
a Florida not for profit corporation
whose principal place of business is:
11300 N.E. 2nd Avenue, Miami Shores, Florida 33161

WHEREAS, SBBC is desirous of making available an Emergency Medical Technician Academy for high school students attending certain SBBC high schools; and

WHEREAS, BARRY has a licensed and accredited Emergency Medical Technician Program that provides Emergency Medical Technician education and training; and

WHEREAS, SBBC desires that certain high schools become site locations for BARRY's Emergency Medical Technician Program in order to make available Emergency Medical Technician education and training to its students and BARRY desires to offer its Emergency Medical Technician education and training to SBBC students at those locations; and

WHEREAS, the site locations would be known as the EMERGENCY MEDICAL TECHNICIAN ACADEMY at those select SBBC high schools.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable considerations. the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2- SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of last execution below and concludes on June 30, 2026, and may be mutual written agreement of both parties, be extended for two (2) additional one-year periods, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **The EMT Academy.** BARRY shall operate a site location at selected SBBC high schools known as the EMERGENCY MEDICAL TECHNICIAN Academy at these select SBBC high schools ("EMT ACADEMY") in compliance with BARRY's licensure and accreditation with the State of Florida Department of Health, Bureau of Emergency Medical Services.

2.03 **BARRY Responsibilities.** BARRY shall:

(a) Provide a Training Coordinator for the EMT ACADEMY who serves as the primary liaison with the SBBC designated program administrator. The Training Coordinator's responsibilities include but are not limited to:

1) Continuous quality review and improvement of the educational components of the EMT ACADEMY
2) Long range planning and ongoing program development
3) Overseeing program effectiveness and developing systems to enhance the effectiveness of the EMT ACADEMY
4) Cooperative involvement with the Medical Director
5) Review of qualifications of EMT instruction.

(b) Provide the EMS Medical Director to the EMT ACADEMY. The EMS Medical Director shall have the duties and responsibilities detailed in BARRY's Job Specifications for EMS Medical Director.

(c) Develop EMT curriculum.

(d) Maintain proper accreditation and licensure with the State of Florida.

(e) Coordinate the student field experience activities with BARRY's EMT Program affiliated any of the fire departments, ambulance companies and hospitals listed below:

1) City of Miramar, Florida
2) City of Plantation
3) City of Hallandale Beach
4) City of Fort Lauderdale
5) Town of Davie
6) City of Hollywood
7) Broward Sheriff Fire Rescue
8) Miami Dade Fire Rescue
9) American Medical Response
10) Medics Ambulance
11) Miami Dade Ambulance
12) The Cleveland Clinic Florida
13) South Broward Hospital District
14) Nicklaus Children's Hospital
15) Baptist Hospital

(f) Conduct periodic inventory checks of the EMT laboratory at the EMT

ACADEMY and provide a complete list of inventory needs to SBBC for necessary restocking of materials, supplies, and equipment.

(g) **Notify students, that enrollment in this program requires** students to submit Immunization Record and Health Certification and Immunization Compliance Record **(Appendix A),** drug screening results, and background/fingerprinting records, as required by the state of Florida, to BARRY. These records will not be disclosed by SBBC Students will pay the cost of submitting all documents through Complio or Castle Branch, a web portal service. Students of the program will pay the cost of student background/fingerprint records, and drug screening. Students will also be required to have a flu shot to be able to do required clinical time at the hospital, subject to statutorily required exemptions and reasonable accommodations in accordance with the law.

(h) Upon successful completion of the EMT Academy program, SBBC students will qualify to take state of Florida EMT Technician Exam.

2.04 **SBBC Responsibilities**. SBBC shall:

(a) Schedule and offer courses in the EMT ACADEMY curriculum to high school students.

(b) Ensure students continuously meet all admissions and performance requirements in compliance with the State of Florida Department of Health accreditation standards.

(c) Maintain necessary records or signed student forms, including the Hold Harmless agreement.

(e) Coordinate all field experience activities with the Training Coordinator.

(f) Provide BARRY with a list or students enrolled in each of the courses. In accordance with BARRY requirements, the list shall include the student's full name, home address, student email address, and telephone number.

(g) Hire BARRY EMT instructors, after their qualifications have been reviewed and approved by BARRY's EMT Program Director, on an as needed basis to meet any necessary instruction requirements for the program; instructor pay is based on Thirty Dollars and 00/100 Cents ($30.00) hourly rate.

(h) Stock the EMT laboratory at the ACADEMY with the necessary materials. supplies and equipment.

(i) Require students to submit immunization records into Complio prior to registering for the EMT Academy.

(j) Require parents or legal guardians of participating minor students to complete SBBC's Parental Waiver and Consent Form for the BARRY Emergency Medical Technician Academy (Appendix B), if applicable

(k) Require participating students eighteen (18) years of age or older to complete SBBC's Waiver and Consent Form for the BARRY Emergency Medical Technician Academy (Appendix C), if applicable.

2.05 **Cost and Payment**. SBBC shall pay BARRY the sum of Two Thousand One Hundred Fifty Dollars and 0/100 Cents ($2,150.00) per student enrolled in the EMT ACADEMY paid in full to BARRY by the end of the semester for the first year, and within 45 days after the class start date for each remaining year of the Agreement term. Example scenario: $2150 x 10 students = $21,500 annually. This

fee includes instructional materials, instructor fees, instructional background screenings, shirts, lab fees, and clinical lab fees. Books and learning software platforms to be covered by the student or SBBC.

1) Pricing is based on a cohort of 12, 18 or 24 students based on a 6: 1 lab ratio.
2) If a student drops the class mid-semester the total fee is still due.
3) National Registry of Emergency Medical Technicians ("NREMT") Exam fee is not covered after a student graduates.
4) In instances where the school pays all instructional costs including lab and clinical the fee per student fee SBBC will pay BARRY is One Thousand Two Hundred Fifty Dollars and 00/10 Cents ($1,250.00). Payment is due per student enrolled in the EMT ACADEMY, paid in full to BARRY by the end of the semester for the first year, and within 45 days after the class start date for each remaining year of the Agreement term.

2.06 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide BARRY with the education records in this section for the following purposes:

1) To prepare and trained 11th and 12th grade students for their Emergency Medical Technician (EMT) license, onsite at Broward Schools as well as clinical rotations in the field.
2) To enroll the students to BARRY online portal

(b) SBBC students will provide BARRY with the following education records via hard copy:

1) Student first and last name
2) Completed BARRY University application
3) Student Address
4) Student Date of Birth
5) Student Email Address
6) Immunization Record (See **Appendix A**)
7) Release and Waiver for Minor Child (See **Appendix B**). Includes Parent/Guardian name.
8) Release and Waiver for Student Eighteen (18) Years of Age and Older (See **Appendix C**)

(c) SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

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

2.07 **BARRY Safeguarding the Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, BARRY shall:

I) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C §

1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records.

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student aged 18 or older whose education records are to be shared provides prior written consent for their release.

3) ensure that at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly be its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC or BARRY upon request.

4) safeguard each education record through administrative, physical, and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements.

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records. For SBBC: by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner.

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes.

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC

in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) BARRY shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **Auditing of Data Protection Controls**.

(a) BARRY or any of BARRY's subcontractors with access to SBBC data shall provide an attestation stating BARRY and/or BARRY's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used comply with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by BARRY or by any of BARRY's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:
1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet BARRY's objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established security controls.

(b) Additionally, BARRY and/or BARRY's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. BARRY shall provide SBBC an attestation of continued compliance by

BARRY and/or BARRY's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.09 **Inspection of BARRY's Records by SBBC**. BARRY shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All BARRY's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of BARRY directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such an audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to BARRY records from the effective date of this Agreement. for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to BARRY pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide BARRY reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to BARRY's facilities and to any and all records related to this Agreement. and shall be provided with an adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by BARRY to permit audit, inspection, examination, evaluation and/or reproduction as protected under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all if any BARRY's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by BARRY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BARRY. If the audit discloses billings or charges to which BARRY is not contractually entitled, BARRY shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, BARRY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by BARRY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to BARRY pursuant

to this Agreement and such excluded costs shall become the liability of BARRY.

(g) Inspector General Audits. BARRY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties' desire to give notice lo the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Career, Technical, Adult, & Community Education Curriculum Supervisor, Gloria Arencibia 1701 NW 23rd Avenue Fort Lauderdale, Florida 33311
To BARRY:	Director, Academic Affairs Barry University, Inc. 11300 NE 2nd Avenue Miami, Shores, Florida 33161
With a Copy to:	Office of Legal Affairs Barry University, Inc. 11300 NE 2nd Avenue Miami Shores, Florida 33161

2.11 **Background Screening.** BARRY shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of BARRY's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of BARRY or its personnel providing any services under this Agreement. BARRY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to BARRY and its personnel. The parties agree that the failure of BARRY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit BARRY to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. BARRY agrees to indemnify

and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from BARRY's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. BARRY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, BARRY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. BARRY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if BARRY does not transfer the public records to SBBC. Upon completion of the Agreement, BARRY shall transfer, at no cost, to SBBC all public records in possession of BARRY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If BARRY transfers all public records to SBBC upon completion of the Agreement, BARRY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BARRY keeps and maintains public records upon completion of the Agreement, BARRY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes. for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By BARRY: BARRY agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agent, servants and employees may pay or become obligated to pay on account of any, all and every claim or

demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by BARRY, its agents, servants or employees; the equipment of BARRY. its agents. servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BARRY or the negligence of BARRY's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by BARRY, SBBC or otherwise.

2.14 **Insurance Requirements**. BARRY shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. BARRY shall have and maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. BARRY shall have and maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. BARRY shall have and maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. BARRY shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000, Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service. BU is a member of Florida Independent Colleges and Universities Risk Management Association (FICURMA) which is enabled by Section 624.4623 of Florida Statutes as a qualified self- insurance pool for property and casualty insurance coverages. FICURMA maintains a complete portfolio of commercial property and casualty insurance coverages including general liability, property, worker's compensation, automobile and umbrella liability..

(f) Verification of Coverage. Proof of the required insurance must be furnished by BARRY to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit BARRY to remedy any deficiencies. BARRY must verify its account

information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers. employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, Florida 33301.

(h) Cancellation of Insurance. BARRY is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race. color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.17 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.18 **Incorporation by Reference**. Appendices A, B, and C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any

portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by BARRY that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. BARRY further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. BARRY acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. BARRY further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if BARRY (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if BARRY is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.21 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

ARTICLE 3- GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by

any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date of last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon

Debra Hixon, Chair

Date: 12/17/24

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Barry University EMT Agreement
Date: 2024.11.01 15:44:08 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BARRY:

(Corporate Seal)

ATTEST:

Signature

Jennifer Boyd-Pugh
Print Name of Official Company Registered Secretary

BARRY UNIVERSITY, INC.

By: _____
Signature

Pablo Ortiz
Print Name

Provost
Title

Date: 10/30/24

Witness

Witness

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

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this Oct. 30 2024 (*date*) by Pablo Ortiz, Provost (*name of officer or agent, title of officer or agent*) of Barry University (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☑did not first take an oath this 30th day of October, 2024.

My Commission Expires:

(SEAL)

Signature – Notary Public

Yunexy Jimenez
Print Name of Notary

HH 106454
Notary's Commission No.

YUNEXY JIMENEZ
Notary Public - State of Florida
Commission # HH 106454
My Comm. Expires Mar 21, 2025
Bonded through National Notary Assn.

EMS & FIRE PROGRAMS
Extended Learning Division
Barry University

Dear Health Care Provider:

BARRY University requires the following health clearance requirements from students:

1) **Medical History and Physical Exam**
   - Medical Professional must complete and sign the BARRY University Health Assessment Form.
   - Student signature is required at the bottom of the form.

2) **Proof of Immunity (titers) within the past 5 years**:
   a. Measles
   b. Mumps
   c. Rubella
   d. Varicella
   e. Hepatitis B (note: Hepatitis B Surface Antibody **OR** Hepatitis B Surface Antigen lab results/titers required)

3) **Tuberculosis QuantiFERON or PPD:**
   - For Tuberculosis – must be within 3 months
   - Skin test/PPD is acceptable.
   - If the results are positive, a chest x-ray within the past year is required.

4) **Immunizations:**
   - Documentation of **Tdap** administered within the past 10 years.
   - Documentation of **Influenza** Vaccine administered for the current flu season.
   - Note: If **Hepatitis B** Surface Antibody is negative, documentation of **Hepatitis B** vaccination is required.

Summary of required lab reports with titers and reference ranges that must be submitted/uploaded along with the
Health Assessment Form to your account:

1. Measles ab titers
2. Mumps ab titers
3. Rubella ab titers
4. Varicella ab titers
5. HBsAb (Hepatitis B Surface Antibody)
6. HBsAg (Hepatitis B Surface Antigen)

A student may be subject to additional clinical clearance requirements during their enrollment. Students should upload all medical records to ***Complio / CastleBranch***, as well as keep original documents on-hand for clinical sites.

Barry University Health Assessment Form for Emergency Medical Technician - Basic (High School) Program

Student Name: _____

Date of Birth: _____ Social Security #: xxx-xx- _ _ _ _

MEDICAL HISTORY

Past Medical History: _____

_____

Recent Illness (detail): _____

Allergies (including latex allergy): _____

Current Medications (details): _____

_____

PHYSICAL

BP: _____ Pulse: _____ Temp: _____ Weight: _____ Height: _____

HEENT: _____ Lungs: _____ Heart: _____ Abdomen: _____

Extremities: _____ Neuro: _____ Skin: _____

Comments: _____

_____

ANTIBODY TITER/TB STATUS

Please attach official laboratory reports for the required tests

	Immune status (circle one)		Official Laboratory (with reference ranges) Report Required
MMR:			
Measles Ab (IgG)	+	-	☐ Included
Mumps Ab (IgG)	+	-	☐ Included
Rubella Ab (IgG)	+	-	☐ Included
Varicella (IgG)	+	-	☐ Included
Hepatitis:			
HBsAb (hepatitis B surface antibody)	+	-	☐ Included
HBsAg (hepatitis B surface antigen)	+	-	☐ Included
PPD/QuantiFERON TB Gold	+	-	☐ Included

If QFT Positive, CXR required (within one year prior to start date): Date: _____ Results: Positive or Negative (Attach CXR Report)

If vaccination required, please document below:

Vaccination	Date Administered	Lot number	Expiration date
MMR			
Varicella			
Hepatitis B #1			
#2			
#3			
Influenza (current season)			
Tdap			

Student Name: _____ **Program:** Emergency Medical Technician - Basic

TECHNICAL STANDARDS

Physician must attest that applicant/student can meet the following technical standards that each applicant/student must be able to accomplish.

I ensure that the applicant/student can physically do the following:

- Communicate effectively via telephone and radio equipment.
- Lift, carry and balance up to 125 pounds (250 pounds with assistance)
- Interpret oral, written and diagnostic form instructions.
- Use good judgment and remain calm in high stress situations.
- Be unaffected by loud noises and flashing lights.
- Function efficiently without interruption throughout an entire work shift
- Calculate weight and volume ratios.
- Read English language manuals and road maps.
- Accurately discern street signs and addresses
- Interview patients, patient family members and bystanders.
- Document, in writing, all relevant information in prescribed format, in light of legal ramifications of such.
- Converse, in English, with coworkers and hospital staff with regard to the status of the patient
- Perform all tasks related to the highest quality patient care.
- Bend, stoop and crawl on uneven terrain.
- Withstand varied environmental conditions such as extreme heat, cold and moisture.
- Work in low light situations and confined spaces.
- Work with other providers to make appropriate patient care decisions.

I have examined the above-named person and determined that they are free from evidence of any health impairment that would prevent them from participating in an allied health related clinical education program.

* Physician's Name: _____ Signature: _____

License Number: _____ Date: _____

*Nurse Practitioner or Physician Assistant acceptable.

EMS & FIRE PROGRAMS
Extended Learning Division
Barry University

Appendix B

School Board of Broward County, Florida
Parental Waiver and Consent Form for participation in BARRY University's Emergency Medical Technician Academy

RELEASE AND WAIVER FOR MINOR CHILD

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO SECTION 744.301, FLORIDA STATUTES

Please carefully READ this notice before proceeding. By SIGNING this form, you ACKNOWLEDGE your consent for your minor child to engage in an activity that may pose INHERENT RISKS.

Despite the reasonable care exercised by the School Board of Broward County, Florida in providing this activity, it is important to recognize that there is a potential for serious injury or fatality associated with participation. Certain dangers are inherent to the activity and cannot be entirely mitigated.

By affixing your signature to this document, you are waiving both your child's and your own rights to pursue legal action against the School Board of Broward County, Florida in the event of any personal injury, including death, or property damage resulting from the inherent risks of the activity.

You retain the right to refuse signing this form, and the School Broward of Broward County, Florida reserves the right to prohibit your child's participation should you choose not to provide consent.

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Appendix B

In consideration of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, granting my child permission to participate in BARRY UNIVERSITY'S Emergency Medical Technician Academy, I _____. (parent/guardian) give permission for my child _____to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I both individually and in the representative capacity of my child, agree to unconditionally release waive, and discharge The School Board of Broward County, Florida, its employees, agents and servants, all hereafter referred to as "releasees' from all claims and courses of action, that I, my personal representatives, assigns. heirs, and next of kin, may have for any loss, damage, or injury to person or property whether caused by the negligence or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own and/or my child's actions or involvement with The School Board of Broward County, Florida, and/or the above listed educational programs.

I certify and warrant that my child is in good health and physical condition and is able to participate in the above activity.

Additionally, I agree that my child will adhere to all applicable rules and regulations of The School Board of Broward County, Florida, and BARRY University, Inc.

I have carefully read the foregoing release and waiver, including the statutory notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver, and I am signing this Release and Waiver as my own free act.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____, _____,20___

By: _____
(Signature - Witness)

_____
(Printed Name - Witness)

By: _____
(Signature - Parent/Guardian)

_____
(Printed Name - Parent/Guardian)

_____
Name of School

Appendix C

School Board of Broward County, Florida

Waiver and Consent Form for participation in BARRY University's Emergency Medical Technician Academy

RELEASE AND WAIVER FOR
STUDENT EIGHTEEN (18) YEARS OF AGE AND OLDER

Please CAREFULLY READ and UNDERSTAND the following before proceeding to engage in this activity:

By signing this form, you acknowledge that the activity you are about to participate in carries inherent risks, some of which may result in serious injury or death, despite the reasonable care exercised by the School Board of Broward County, Florida.

You are agreeing to waive your right to seek legal recourse against the School Board of Broward County, Florida, in the event of any personal injury, including death, or property damage arising from these inherent risks associated with the activity.

It is within your rights to decline signing this form. However, refusal to do so may result in the School Board of Broward County, Florida, preventing you from participating in the activity.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

Appendix C

In consideration of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, granting you permission to participate in BARRY UNIVERSITY'S Emergency Medical Technician Academy, I,_____, wish to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I, agree to unconditionally release, waive, and discharge The School Board of Broward County, Florida, its, employees, agents, and servants, all hereafter referred to as "releasees", from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of my own actions or involvement with The School Board of Broward County, Florida, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and am able to participate in the above activity.

Additionally, I agree that I will adhere to all applicable rules and regulations of The School Board of Broward County, Florida and BARRY University, Inc.

I have carefully read the foregoing release and waiver, including the notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver, and I am signing this Release and Waiver as my own free act.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____, _____,20_

By: _____
(Signature – Witness)

_____
(Printed Name - Witness)

By: _____
(Signature – Student, 18 or Older)

_____
(Printed Name - Student, 18 or Older)

_____
Name of School

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BARRY UNIVERSITY, INC.
(hereinafter referred to as "BARRY"),
whose principal place of business is
11300 N.E. 2nd Avenue, Miami Shores, Florida 33161

WHEREAS, SBBC and BARRY entered into an Agreement that commenced on December 17, 2024, and expires on June 30, 2026, regarding AGR25-084- EMT- Emergency Medical Technician (Barry University, Inc.) ("Agreement"); and

WHEREAS, the Agreement permits two (2) additional one (1) year extension periods; and

WHEREAS, SBBC and BARRY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2026, through July 1, 2027, through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – Sections 2.06, 2.07, 2.21 - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.06 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide BARRY with the education records in this section for the following purposes:

1) To prepare and train 11th and 12th grade students for their Emergency Medical Technician (EMT license, onsite at Broward Schools as well as clinical rotations in the field.

2) To enroll the students to BARRY online portal

(b) SBBC staff will provide BARRY with the following education records via hard copy:

1) Student first and last name

(c) SBBC students will provide BARRY with the following education records via hard copy:

1) Completed High School Emergency Medical Technician (EMT) Registration (See **Appendix D**).

2) Release and Waiver for Minor Child (See **Appendix B**). Includes Parent/Guardian name.

3) Release and Waiver for Students Eighteen (18) Years of Age and Older (See **Appendix C**).

(d) SBBC students will provide BARRY with the following education records via the Complio (third party) platform:

1) Immunization Record (See **Appendix A**).

(e) SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

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

2.07 **BARRY Safeguarding the Confidentiality of Education Records.**

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

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the

parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, BARRY shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

7) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

9) return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. BARRY shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.21 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, City, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of BARRY under penalty of perjury stating that BARRY does not use coercion for labor or services as defined in that statute. BARRY submits its Affidavit Regarding the Use of Coercion for Labor or Services attached hereto as **EXHIBIT 1.** The submission of a false affidavit may subject BARRY to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if BARRY is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with BARRY use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

(b) The following provisions – Section 2.22 and **Appendix D** - are added to the respective provisions in the Agreement, by interlineation, as follows:

2.22 Third-Party Safeguarding the Confidentiality of Education Records.
For any and all education records that BARRY rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, BARRY shall ensure that those third-parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. BARRY shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

Appendix D – High School Emergency Medical Technician (EMT) Registration. Please see attached.

(c) The following provisions – Section 2.23 and **Exhibit 2** - are added to the respective provisions in the Agreement, by interlineation, as follows:

2.23 Security of personal identifying information. Vendors receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all vendor entities that would access personal identifying information. The Form is attached hereto as **Exhibit 2** and must be executed by the VENDOR and be submitted with the VENDOR's executed Agreement. A proposed Agreement submitted without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

(d) The following provision – Section 2.24 is added to the respective provisions in the Agreement, by interlineation, as follows:

2.24 Incorporation by Reference. Exhibits 1 and 2 and Appendices A, B, C and D are attached hereto and referenced herein are incorporated into this Agreement by reference.

(e) The following provision – Section 2.25 is added to the respective provisions in the Agreement, by interlineation, as follows:

2.25 Authority. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BARRY:

(Corporate Seal)

ATTEST:

_____
Signature

Print Name: _____
Official Company Registered Secretary

-or-

_____
Witness Signature

_____
Witness Signature

BARRY UNIVERSITY, INC.

By: _____
Signature

Eneida O. Roldan, MD, MPH, MBA
Print Name

Executive Dean
Title

4/27/2026
Date:

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

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28th day of April (*date*) by Eneida Roldan (*name of officer or agent, title of officer or agent*) of Barry University (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (type of identification) as identification and who did first take an oath this 28th day of April, 2026.
My Commission Expires:

(SEAL)

AMY CARLISLE
MY COMMISSION # HH 719139
EXPIRES: October 10, 2029

_____
Notary Public Signature

Amy Carlisle
Printed Name of Notary

HH 719139
Notary's Commission No.

260407barryamendmentrpvrl

Exhibit 1
State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Barry University

Vendor FEIN: 59-0624364

Vendor's Authorized Representative Name and Title: Dr. Eneida O. Roldan, Executive Dean

Address: 11300 NE 2nd Avenue

City: Miami State: Florida Zip Code: 33161

Phone Number: 305-899-3208 Email Address: ERoldan@barry.edu

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority andagainst her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or otherimmigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose ofexploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:

Barry University
AUTHORIZED SIGNATURE

Print Name and Title: Dr. Eneida O. Roldan, Executive Dean Date: 4/27/2026

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

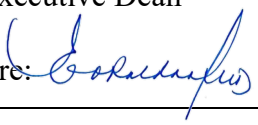
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Barry University is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Dr. Eneida O. Roldan

Title: Executive Dean

Signature: 

Date: 4/27/2026

EMS & FIRE PROGRAMS
Extended Learning Division
Barry University

Dear Health Care Provider:

BARRY University requires the following health clearance requirements from students:

1) **Medical History and Physical Exam**
   - Medical Professional must complete and sign the BARRY University Health Assessment Form.
   - Student signature is required at the bottom of the form.

2) **Proof of Immunity (titers) within the past 5 years**:
   a. Measles
   b. Mumps
   c. Rubella
   d. Varicella
   e. Hepatitis B (note: Hepatitis B Surface Antibody **OR** Hepatitis B Surface Antigen lab results/titers required)

3) **Tuberculosis QuantiFERON or PPD:**
   - For Tuberculosis – must be within 3 months
   - Skin test/PPD is acceptable.
   - If the results are positive, a chest x-ray within the past year is required.

4) **Immunizations:**
   - Documentation of **Tdap** administered within the past 10 years.
   - Documentation of **Influenza** Vaccine administered for the current flu season.
   - Note: If **Hepatitis B** Surface Antibody is negative, documentation of **Hepatitis B** vaccination is required.

Summary of required lab reports with titers and reference ranges that must be submitted/uploaded along with the
Health Assessment Form to your account:

1. Measles ab titers
2. Mumps ab titers
3. Rubella ab titers
4. Varicella ab titers
5. HBsAb (Hepatitis B Surface Antibody)
6. HBsAg (Hepatitis B Surface Antigen)

A student may be subject to additional clinical clearance requirements during their enrollment. Students should upload all medical records to ***Complio / CastleBranch***, as well as keep original documents on-hand for clinical sites.

Barry University Health Assessment Form for Emergency Medical Technician - Basic (High School) Program

Student Name: _____

Date of Birth: _____ Social Security #: xxx-xx- _ _ _ _

MEDICAL HISTORY

Past Medical History: _____

_____

Recent Illness (detail): _____

Allergies (including latex allergy): _____

Current Medications (details): _____

_____

PHYSICAL

BP: _____ Pulse: _____ Temp: _____ Weight: _____ Height: _____

HEENT: _____ Lungs: _____ Heart: _____ Abdomen: _____

Extremities: _____ Neuro: _____ Skin: _____

Comments: _____

_____

ANTIBODY TITER/TB STATUS

Please attach official laboratory reports for the required tests

	Immune status (circle one)		Official Laboratory (with reference ranges) Report Required
MMR:			
Measles Ab (IgG)	+	-	☐ Included
Mumps Ab (IgG)	+	-	☐ Included
Rubella Ab (IgG)	+	-	☐ Included
Varicella (IgG)	+	-	☐ Included
Hepatitis:			
HBsAb (hepatitis B surface antibody)	+	-	☐ Included
HBsAg (hepatitis B surface antigen)	+	-	☐ Included
PPD/QuantiFERON TB Gold	+	-	☐ Included

If QFT Positive, CXR required (within one year prior to start date): Date: _____ Results: Positive or Negative (Attach CXR Report)

If vaccination required, please document below:

Vaccination	Date Administered	Lot number	Expiration date
MMR			
Varicella			
Hepatitis B #1			
#2			
#3			
Influenza (current season)			
Tdap			

Student Name: _____ **Program:** Emergency Medical Technician - Basic

TECHNICAL STANDARDS

Physician must attest that applicant/student can meet the following technical standards that each applicant/student must be able to accomplish.

I ensure that the applicant/student can physically do the following:

- Communicate effectively via telephone and radio equipment.
- Lift, carry and balance up to 125 pounds (250 pounds with assistance)
- Interpret oral, written and diagnostic form instructions.
- Use good judgment and remain calm in high stress situations.
- Be unaffected by loud noises and flashing lights.
- Function efficiently without interruption throughout an entire work shift
- Calculate weight and volume ratios.
- Read English language manuals and road maps.
- Accurately discern street signs and addresses
- Interview patients, patient family members and bystanders.
- Document, in writing, all relevant information in prescribed format, in light of legal ramifications of such.
- Converse, in English, with coworkers and hospital staff with regard to the status of the patient
- Perform all tasks related to the highest quality patient care.
- Bend, stoop and crawl on uneven terrain.
- Withstand varied environmental conditions such as extreme heat, cold and moisture.
- Work in low light situations and confined spaces.
- Work with other providers to make appropriate patient care decisions.

I have examined the above-named person and determined that they are free from evidence of any health impairment that would prevent them from participating in an allied health related clinical education program.

* Physician's Name: _____ Signature: _____

License Number: _____ Date: _____

*Nurse Practitioner or Physician Assistant acceptable.

EMS & FIRE PROGRAMS
Extended Learning Division
Barry University

Appendix B

School Board of Broward County, Florida
Parental Waiver and Consent Form for participation in BARRY University's Emergency Medical Technician Academy

RELEASE AND WAIVER FOR MINOR CHILD

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO SECTION 744.301, FLORIDA STATUTES

Please carefully READ this notice before proceeding. By SIGNING this form, you ACKNOWLEDGE your consent for your minor child to engage in an activity that may pose INHERENT RISKS.

Despite the reasonable care exercised by the School Board of Broward County, Florida in providing this activity, it is important to recognize that there is a potential for serious injury or fatality associated with participation. Certain dangers are inherent to the activity and cannot be entirely mitigated.

By affixing your signature to this document, you are waiving both your child's and your own rights to pursue legal action against the School Board of Broward County, Florida in the event of any personal injury, including death, or property damage resulting from the inherent risks of the activity.

You retain the right to refuse signing this form, and the School Broward of Broward County, Florida reserves the right to prohibit your child's participation should you choose not to provide consent.

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Appendix B

In consideration of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, granting my child permission to participate in BARRY UNIVERSITY'S Emergency Medical Technician Academy, I _____. (parent/guardian) give permission for my child _____to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I both individually and in the representative capacity of my child, agree to unconditionally release waive, and discharge The School Board of Broward County, Florida, its employees, agents and servants, all hereafter referred to as "releasees' from all claims and courses of action, that I, my personal representatives, assigns. heirs, and next of kin, may have for any loss, damage, or injury to person or property whether caused by the negligence or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own and/or my child's actions or involvement with The School Board of Broward County, Florida, and/or the above listed educational programs.

I certify and warrant that my child is in good health and physical condition and is able to participate in the above activity.

Additionally, I agree that my child will adhere to all applicable rules and regulations of The School Board of Broward County, Florida, and BARRY University, Inc.

I have carefully read the foregoing release and waiver, including the statutory notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver, and I am signing this Release and Waiver as my own free act.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____, _____,20___

By: _____
(Signature - Witness)

By: _____
(Signature - Parent/Guardian)

_____
(Printed Name - Witness)

_____
(Printed Name - Parent/Guardian)

_____
Name of School

Appendix C

School Board of Broward County, Florida

Waiver and Consent Form for participation in BARRY University's Emergency Medical Technician Academy

RELEASE AND WAIVER FOR
STUDENT EIGHTEEN (18) YEARS OF AGE AND OLDER

Please CAREFULLY READ and UNDERSTAND the following before proceeding to engage in this activity:

By signing this form, you acknowledge that the activity you are about to participate in carries inherent risks, some of which may result in serious injury or death, despite the reasonable care exercised by the School Board of Broward County, Florida.

You are agreeing to waive your right to seek legal recourse against the School Board of Broward County, Florida, in the event of any personal injury, including death, or property damage arising from these inherent risks associated with the activity.

It is within your rights to decline signing this form. However, refusal to do so may result in the School Board of Broward County, Florida, preventing you from participating in the activity.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

Appendix C

In consideration of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, granting you permission to participate in BARRY UNIVERSITY'S Emergency Medical Technician Academy, I,_____, wish to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I, agree to unconditionally release, waive, and discharge The School Board of Broward County, Florida, its, employees, agents, and servants, all hereafter referred to as "releasees", from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of my own actions or involvement with The School Board of Broward County, Florida, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and am able to participate in the above activity.

Additionally, I agree that I will adhere to all applicable rules and regulations of The School Board of Broward County, Florida and BARRY University, Inc.

I have carefully read the foregoing release and waiver, including the notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver, and I am signing this Release and Waiver as my own free act.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____, _____,20_

By: _____
(Signature – Witness)

_____
(Printed Name - Witness)

By: _____
(Signature – Student, 18 or Older)

_____
(Printed Name - Student, 18 or Older)

_____
Name of School

Appendix D

Barry University
Continuing Education | Extended Learning

EMS/Fire
15900 Pines Boulevard, Suite 200
Pembroke Pines, FL 33027
Phone: (305) 899-3352
emt@barry.edu

High School Emergency Medical Technician (EMT) Registration

STUDENT ID or Last 4 Digits of SSN	LAST NAME	FIRST NAME	MIDDLE INTIAL

EMAIL		TERM	SPRING FALL
D.O.B	/ /	SEX	Male Female
HOME PHONE		CELL/WORK PHONE	
MAILING ADDRESS			
CITY, STATE		ZIP	
Emergency Contact (Name and Phone Number):			

Please indicate which class schedule:
South Plantation High School **High School __X__**

Please indicate your shirt size: **XXL____XL_____L____M____S_____XS_____Other_____**

Student Financial Responsibility: Registration constitutes a financial agreement between you and Barry University. Students assume responsibility for all costs incurred as a result of enrollment at the University.

Withdrawal Policy: Withdrawal from a course, with refund of tuition, is permitted seven (7) days prior to the course start date. Refunds may not be processed until a written request is received. After that date, there is no refund of tuition, and the full tuition is the financial responsibility of the student. If we are asked to bill an organization and the registrant does not attend, the organization will be billed unless the registration is cancelled in advance. Barry University reserves the right to cancel any class because of insufficient registration._____(**Initial**)

Course to Add:

Course Code	Course Name	Days
EMS 0110c	EMT Lecture and Lab	Monday-Friday
EMS 0941	EMT Field/Hospital	TBA

Student Signature:_____Date: _____

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

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

TITLE:

AGR26-011 - Apprenticeship Agreements for Atlantic Technical College

REQUESTED ACTION:

Approve Eleven Agreements between The School Board of Broward County, Florida (SBBC), and the Eleven Apprenticeship Vendors listed in the Requested Action section of the Executive Summary, for a term that commences on July 1, 2026, and concludes on June 30, 2029, with two additional one-year extension periods in the amount of $20,700,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreements-11_ONLINE

FINANCIAL IMPACT:

$20,700,000. Funds are included in the FY26 ATC Workforce budget. ATC has available funding within the FY26 ATC Workforce budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

BROWARD COUNTY PUBLIC SCHOOLS A RATED SCHOOL DISTRICT **EXECUTIVE SUMMARY**

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

AGR26-011 – Apprenticeship Programs for Atlantic Technical College

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreements between The School Board of Broward County, Florida (SBBC), and the following 11 Vendors: 1) ABC Institute, Inc.; 2) Broward County Plumbers & Pipefitters Joint Apprenticeship Training Center Trust Fund Inc.; 3) Florida East Coast Electrical JATC, Inc.; 4) Florida Training Services, Inc.; 5) Knowledge Quest Education Solutions, Inc. d/b/a Learning Alliance Corporation; 6) Marine Industries Association of South Florida, Inc.; 7) South Florida Ironworkers Apprenticeship Committee; 8) South Florida Manufacturers Association, Inc.; 9) South Florida Operating Engineers Apprenticeship & Training Trust, Inc.; 10) Sprinkler Fitters Local 821 JATC; 11) United Service Training Corp II, Inc.; for a term that commences on July 1, 2026 and concludes on June 30, 2029, with two additional one-year extension periods in the amount of $20,700,000.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• This Agreement will allow Atlantic Technical College to continue to sponsor eleven Florida Department of Education (FLDOE) registered Apprenticeship programs and continue to be one of the largest providers of apprenticeships in the State of Florida, supporting the economy of Broward County.
If the School Board votes "No"	• Not approving this Agreement will not allow Atlantic Technical College to offer apprenticeship programs in the future.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness/Acceleration, and • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Atlantic Technical College's apprenticeship programs have enrollment of 4,000 apprentices. • The apprenticeship programs had 1,866 completers. • The apprenticeship programs have a placement rate of over 95%.

Background/History:
Atlantic Technical College (ATC) serves as the Apprenticeship Local Educational Agency (LEA) for Broward County Public Schools, supporting ten FLDOE-registered apprenticeship programs. Atlantic Technical College is one of the leading providers of Apprenticeship programs in the State of Florida.

Background/History (continued):
These Workforce Education Programs train apprentices in a variety of trade occupations in employment sectors including Building & Construction, Skilled Trades, Manufacturing, and Machining, Heating, Ventilation, Air Conditioning/Refrigeration, Electricity, Elevator, Glazers, Industrial Pipefitter, Operating Engineers (Heavy Equipment), Painting and Decorating, Plumbing, Roofing, and Structural Steel. In addition, SBBC's Physical Plant Operations has an internal apprenticeship program in several trade areas. Each program is registered with the state according to established apprenticeship standards and is reviewed by the State periodically for quality assurance and compliance.

These Agreements provide funding for program recruitment, instructional materials and supplies, equipment upgrade, replacement, and repair, and other supervisory and administrative costs, including, but not limited to, required funds for the program's Industrial Cooperative Education and Related Instruction components.

ATC provides funding to each of the apprenticeship providers based on the number of active apprentices the apprenticeship program reports to ATC. The participation numbers are reported to the State of Florida, which then provides funding to SBBC through Workforce Funds. The programs report three times per year.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Original Agreement Term: July 1, 2026, through June 30, 2029, with two (2) optional one (1) year extension periods. Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Yes, this is a three-year agreement with two (2) additional one (1) year renewal periods. A multi-year contract provides the District with pricing continuity and protection against market fluctuations.
Procurement Method:	**Piggyback Agreement:** No. **Acquisition Method:** Pursuant to School Board of Broward County (SBBC) Policy 3800, Section III, (D) and (E), and Rule 6A-1.012, 11(b) and 14, Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, competitive solicitation are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVD's, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

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

Budget Impact Summary Statement:

1. Funds are included in the FY27 Atlantic Technical College (ATC) Workforce budget.
2. Atlantic Technical College (ATC) has available funding within the FY27 ATC Workforce General Fund Budget.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 - 6/30/2029	36 months	$20,700,000

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	ATC Workforce Budget (General Fund)	$6,110,000
FY28	12 months	ATC Workforce Budget (General Fund)	$6,881,000
FY29	12 months	ATC Workforce Budget (General Fund)	$7,709,000

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	This Agreement will fund eleven Apprenticeship programs sponsored by Atlantic Technical College.
School Selection / Prioritization	Atlantic Technical College
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable

Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreements-11

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-011	**Preparation Date:**	May 14, 2026
Previous Bid # (Ex: 10-004R):	FY22-012	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$20,700,000	**Bid Title:**	Apprenticeship Agreements for Atlantic Technical College
Previous Award Total:	$25,580,000		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	7/1/2021	**New Bid Term (In Months):**	60
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	58

SPEND REPORTING	
Purchase Order(s) Spend:	$24,717,999
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$24,717,999**
Average Monthly Expenditure:	$426,172
Unused Authorized Spending:	**$862,001**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
104094-FLORIDA TRAINING SERVICES INC	N/A		$ 12,974,940
105850-ABC INSTITUTE, INC.	N/A		$ 6,578,142
114878-FLORIDA EAST COAST ELECTRICAL JATC	N/A		$ 1,754,062
133263-UNITED SERVICE TRAINING CORP II INC	N/A		$ 1,369,906
104272-SOUTH FLORIDA OPERATING ENGINEERS	N/A		$ 954,330
121615-BROWARD COUNTY PLUMBERS &	N/A		$ 526,562
134998-UNITED ASSOCIATION LOCAL #821	N/A		$ 179,254
123120-SOUTH FLORIDA MANUFACTURERS	N/A		$ 151,277
109414-SOUTH FLORIDA IRONWORKERS LOCAL	N/A		$ 119,094
111590-MARINE INDUSTRIES ASSOCIATION	N/A		$ 93,194
146291-KNOWLEDGEQUEST EDUCATION SOLUTIONS	N/A		$ 16,488
~~104942-MASONRY ASSOCIATION OF FLORIDA~~	N/A		$ -
	PO VENDOR SPEND:		**$ 24,717,247**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 24,717,247**

NOTES (Type Below):

Initial 3-Year Term to include Apprenticeship & Apprenticeship Reimbursements for:
2026-27 estimated at: $3,000,000
2027-28 estimated at: $3,450,000
2028-29 estimated at: $3,900,000
TOTAL 3-Year Esitmate: $10,350,000

/ First Renewal Option for:
2029-30 estimated at: $3,900,000

Second Renewal Option for:
2030-31 estimated at: $3,900,000
TOTAL Renewal Options Estimate: $7,800,000

Pre-

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	3484522210	**Name** (First & Last)	Neeta E. Rancourt
Fund	1000	**Title**	Principal/Director
Functional Area	5371000000000000	**Department/School Name**	Atlantic Technical College
Commitment Item	53970000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/18/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ABC INSTITUTE, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3730 Coconut Creek Parkway, Suite 201
Coconut Creek, Florida 33066

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space		X
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprenticeship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the apprentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement and two (2) optional one (1) year extension periods is Nine Million Two Hundred Twenty-Four Thousand One Hundred Eighty-Five Dollars and 00/100 Cents as outlined below.

APPRENTICESHIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$1,501,863	$1,656,050	$1,874,775	**$5,032,688**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$2,095,749	$2,095,749	**$4,191,497**

These funds will be used to pay for: instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement, and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. VENDOR shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account and that all expenditures shall be used to support the instructional programs that generated the funds.

2.6.1 If the SBBC does not provide classroom space, related technical instruction, or on-the-job training services, the SBBC's role is deemed to be administrative SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $2.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING -$1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.2.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding for apprenticeship programs to SBBC. Atlantic Technical College pays a portion of the funds to the apprenticeship program sponsors as defined below in this section.

2.6.2.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.3 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.4 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy. VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact

with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement

in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director ABC INSTITUTE, INC. 3730 Coconut Creek Parkway, Suite 201 COCONUT CREEK, FLORIDA 33066

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor

or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this

section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or

exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims,

judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "ABC INSTITUTE, INC. does not own any vehicles. If ABC INSTITUTE, INC. acquires any vehicles during the term of the Agreement, ABC INSTITUTE, INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty

(30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

Corporate Secretary Signature

-or-

Witness Signature
Print Name: Mumi Adras

Witness Signature
Print Name: Samuel Mann

ABC INSTITUTE, INC.

By: _____

Print Name: PETER M. DYGA

Title: PRESIDENT & CEO

Date: MAY 15, 2026

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this MAY 15, 2026 (*date*) by PETER M. DYGA (*name of officer or agent, title of officer or agent*) of PRESIDENT & CEO (*name of corporation acknowledging*), a ABC INSTITUTE INC (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 15th day of MAY, 2026

My Commission Expires:

(SEAL)

CARRIE L. KROLL
MY COMMISSION # HH 679700
EXPIRES: September 18, 2029

Signature – Notary Public

CARRIE L. KROLL

Printed Name of Notary

HH 679700

Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: *Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.*

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __/__ __/__ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __-__ __-__ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer ***BOTH*** questions 1 and 2.

Ethnicity:

1. **Are you Hispanic or Latino?** ***(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race?** ***(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade |Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*
Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (___)___-____

E-MAIL **TELEPHONE NUMBER**
CELL (___)___-____ HOME: (___)___-____

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____(INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS *(Applies to PAVE Fee only)*

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

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Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ☐ Yes (A)
   - ☐ No
   - ☐ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ☐ Yes (B)
   - ☐ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ☐ Yes, one or more of the above in Question #3 apply to me (C)
   - ☐ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-VEIM – 8/10/18-NR/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:

SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

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Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD COUNTY PLUMBERS & PIPEFITTERS JOINT APPRENTICESHIP TRAINING CENTER TRUST FUND INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
2500 South Andrews Avenue
Fort Lauderdale, Florida 33316

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	X
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and

coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprentice-ship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the apprentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject

matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement and two (2) optional one (1) year extension periods is Seven Hundred Thirty-Five Thousand Dollars and 00/100 Cents ($735,000.00) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$125,000	$140,000	$150,000	**$415,000**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$160,000	$160,000	**$320,000**

2.6.1 If the SBBC provides classroom space, related technical instruction, or on-the-job training services, SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $1.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.3.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.3.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.4 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.5. VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated ; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy.

VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data

have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director Broward County Plumbers & Pipefitters Joint Apprenticeship Training Center Trust Fund Inc. 2500 South Andrews Avenue Fort Lauderdale, Florida 33316

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal,

the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465,

1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "BROWARD COUNTY PLUMBERS & PIPEFITTERS JOINT APPRENTICESHIP TRAINING CENTER TRUST FUND INC. does not own any vehicles. If BROWARD COUNTY PLUMBERS & PIPEFITTERS JOINT APPRENTICESHIP TRAINING CENTER TRUST FUND INC. acquires any vehicles during the term of the Agreement, BROWARD COUNTY PLUMBERS & PIPEFITTERS JOINT APPRENTICESHIP TRAINING CENTER TRUST FUND INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery

of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this

Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or

civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

BROWARD COUNTY PLUMBERS & PIPEFITTERS JOINT APPRENTICESHIP TRAINING CENTER TRUST FUND INC.

ATTEST:

By: _____

_____
Corporate Secretary Signature

Print Name: Codie Roberts

-or-

Title: Training Director

_____
Witness Signature
Print Name: _____

Date: 5/4/26

_____
Witness Signature
Print Name: _____

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this May 4th, 2026 (*date*) by Codie Roberts (*name of officer or agent, title of officer or agent*) of Broward County PLB • PF JATC (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced D/L (*type of identification*) as identification and who did first take an oath this 4th day of May, 2026

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

Notary Public State of Florida
Anthony Salgado
My Commission HH 693992
Expires 10/21/2029

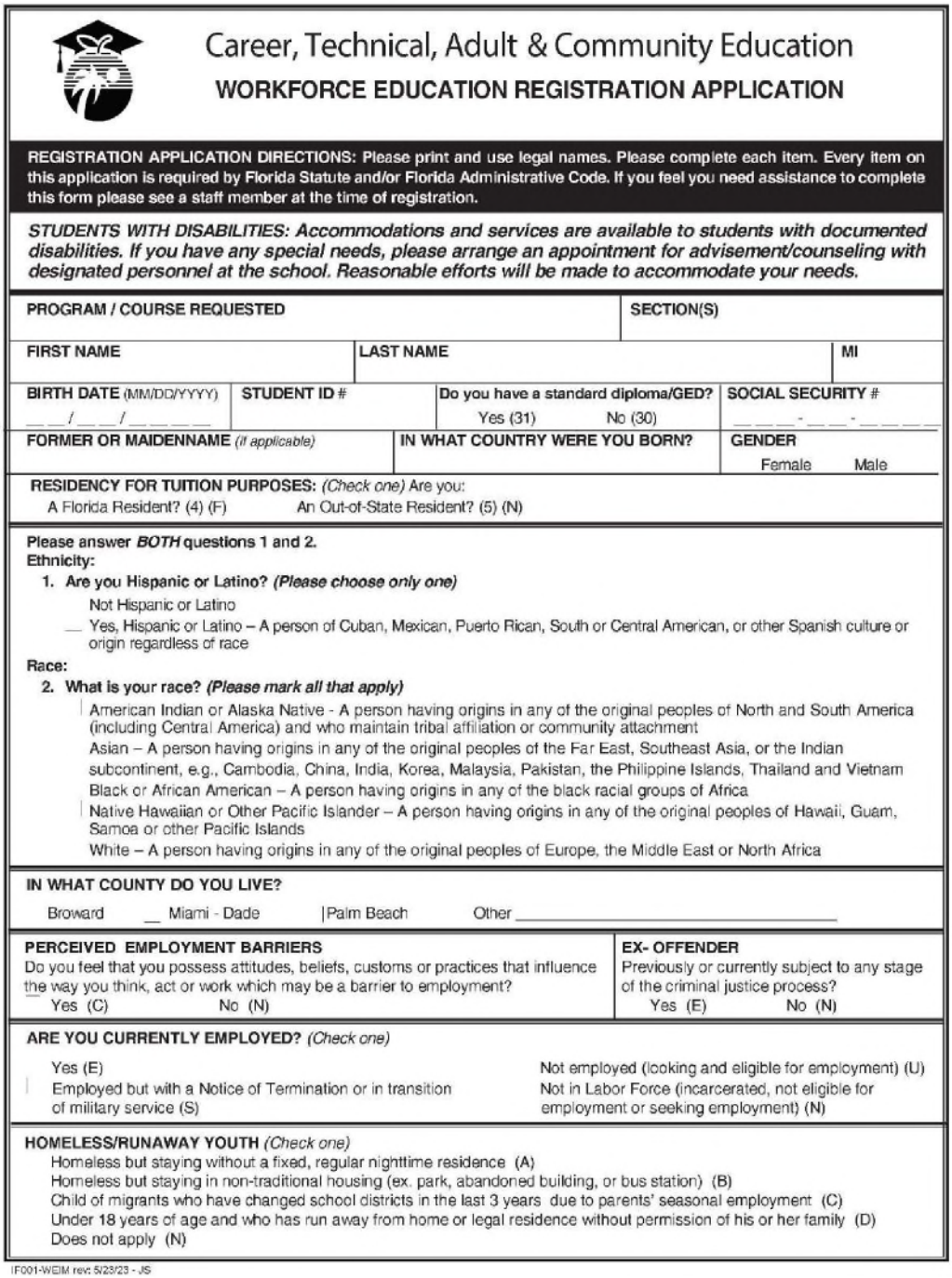
Anthony Salgado
Printed Name of Notary

HH 693992
Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application



Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

***STUDENTS WITH DISABILITIES:** Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.*

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer ***BOTH*** **questions 1 and 2.**
Ethnicity:

1. **Are you Hispanic or Latino?** ***(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race?** ***(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (___)___-____

E-MAIL **TELEPHONE NUMBER** CELL (___)___-____ HOME: (___)___-____

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____(INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS *(Applies to PAVE Fee only)*

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-WEIM – 8/10/18-NR/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:
SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools
The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. www.browardschools.com

Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA EAST COAST ELECTRICAL JATC, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4620 Summit Boulevard
West Palm Beach, Florida 33415

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	X
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and

coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprentice-ship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the ap-prentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject

matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement and two (2) optional one (1) year extension periods is Two Million Five Hundred Seventy-Nine Thousand Four Hundred Fifty-One Dollars and 00/100 Cents($2,579,451) is as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$469,233	$498,656	$529,495	**$1,497,383**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$541,034	$541,034	**$1,082,068**

2.6.1 If the SBBC does not provide classroom space, related technical instruction, or on-the-job training services, the SBBC's role is deemed to be administrative SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $2.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING -$1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.4 The estimated cost for the three-year term and the two optional renewal periods are below.

2.6.4.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.4.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.5 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.6 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper

4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to the SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated ; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy. VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact

with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement

in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director FLORIDA EAST COAST ELECTRICAL JATC, INC. 4620 Summit Boulevard West Palm Beach, Florida 33415

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor

or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this

section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or

exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims,

judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "FLORIDA EAST COAST ELECTRICAL JATC, INC. does not own any vehicles. If FLORIDA EAST COAST ELECTRICAL JATC, INC. acquires any vehicles during the term of the Agreement, FLORIDA EAST COAST ELECTRICAL JATC, INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty

(30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

FLORIDA EAST COAST ELECTRICAL JATC, INC.

By: _____

Print Name: Richard Shawbell

Title: Training Director

Date: 4/30/26

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Justin McIntosh

_____
Witness Signature
Print Name: George Adam Campbell

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4/30/26 (*date*) by Richard Shawbell (*name of officer or agent, title of officer or agent*) of FL East Coast Electrical JATC, INC (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 30 day of April, 2024

My Commission Expires: 10/7/2028

_____
Signature – Notary Public

(SEAL)

Marie Belony
Printed Name of Notary

MARIE LOVE BELONY
Notary Public - State of Florida
Commission # HH 600717
My Comm. Expires Oct 7, 2028
Bonded through National Notary Assn.

HH 600717
Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer *BOTH* questions 1 and 2.
Ethnicity:

1. **Are you Hispanic or Latino? *(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race? *(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (__ __ __) __ __ __ - __ __ __ __

E-MAIL **TELEPHONE NUMBER** CELL (__ __ __) __ __ __ - __ __ __ __ HOME: (__ __ __) __ __ __ - __ __ __ __

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____ (INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS (*Applies to PAVE Fee only*)

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

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Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

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Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-WEIM – 8/10/18-NR/daa

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Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:

SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

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Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA TRAINING SERVICES, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
600 Sandtree Drive, Suite 208
Palm Beach Gardens, Florida 33403

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	X
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and

coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprenticeship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the ap-prentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject

matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is Nineteen Million Seven Hundred Fifty-Five Thousand Seven Hundred Eighty-Three Dollars and 00/100 Cents ($19,755,783)) as outlined below.

APPRENTICEHSIP and PREAPPRENTICESHIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$3,263,603	$3,739,963	$4,224,758	**$11,228,324**

APPRENTICEHSIP and PREAPPRENTICESHIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$4,263,729	$4,263,729	**$8,527,459**

2.6.1 If the SBBC does not provide classroom space, related technical instruction, or on-the-job training services, the SBBC's role is deemed to be administrative SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $2.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 If the SBBC provides classroom space, related technical instruction, or on-the-job training services, SBBC shall compensate VENDOR at the rates below:

2.6.2.1 Related Classroom Training - $1.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.2.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.3 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.3.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.3.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.4 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.5 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the

Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy. VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the

party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR

to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director Florida Training Services, INC. 600 Sandtree Drive, Suite 208 Palm Beach Gardens, Florida 33403

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the

background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK

MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "FLORIDA TRAINING SERVICES, INC. does not own any vehicles. If FLORIDA TRAINING SERVICES, INC. acquires any vehicles during the term of the Agreement, FLORIDA TRAINING SERVICES, INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section

that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others

that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or

interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

FLORIDA TRAINING SERVICES, INC.

By: _____

Print Name: Matthew Mann

Title: President

Date: 05/05/2026

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Jimmie Major

_____
Witness Signature
Print Name: Andre Williams

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/5/26 (*date*) by Matt Mann (*name of officer or agent, title of officer or agent*) of Florida Training Services (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 5 day of May, 2026

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

Amanda McGinley
Printed Name of Notary

HH 257537
Notary's Commission No.

AMANDA MCGINLEY
MY COMMISSION # HH 257537
EXPIRES: August 6, 2026

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer *BOTH* questions 1 and 2.
Ethnicity:

1. **Are you Hispanic or Latino?** ***(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race?** ***(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (__ __ __) __ __ __ - __ __ __ __

E-MAIL **TELEPHONE NUMBER**
CELL (__ __ __) __ __ __ - __ __ __ __ HOME: (__ __ __) __ __ __ - __ __ __ __

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____ (INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS (*Applies to PAVE Fee only*)

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

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Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2159. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-VEIM – 8/10/18-NR/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:

SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158 www.browardschools.com

Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

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AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

KNOWLEDGE QUEST EDUCATION SOLUTIONS, INC
D/B/A LEARNING ALLIANCE CORPORATION
(hereinafter referred to as "VENDOR"),
whose principal place of business is
5910 Breckenridge Parkway, Suite A
Tampa, Florida 33610

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	X
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and

coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprentice-ship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the ap-prentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject

matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement and two (2) optional one (1) year extension periods is Two Hundred Sixty-Two Thousand Seven Hundred Forty-Four Dollars ($262,744) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$52,092	$52,301	$52,577	**$156,971**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$52,887	$52,887	**$105,773**

2.6.1 If the SBBC does not provide classroom space, related technical instruction, or on-the-job training services, the SBBC's role is deemed to be administrative SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $2.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING -$1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.2.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.2.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.3 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.4 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated ; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy. VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent

of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the

cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida

600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director
Atlantic Technical College
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

To VENDOR: Business Director
Knowledge Quest Education Solutions Inc,
d/b/a Learning Alliance Corporation
5910 Breckenridge Parkway, Suite A
Tampa, Florida 33610

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida

Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all

times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "KNOWLEDGE QUEST EDUCATION SOLUTIONS, INC D/B/A LEARNING ALLIANCE CORPORATION does not own any vehicles. If KNOWLEDGE QUEST EDUCATION SOLUTIONS, INC D/B/A LEARNING ALLIANCE CORPORATION acquires any vehicles during the term of the Agreement, KNOWLEDGE QUEST EDUCATION SOLUTIONS, INC D/B/A LEARNING ALLIANCE CORPORATION agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy

is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension

of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

KNOWLEDGE QUEST EDUCATION SOLUTIONS, INC D/B/A LEARNING ALLIANCE CORPORATION

ATTEST:

By: _____

_____
Corporate Secretary Signature

Print Name: Cesar Ruiz

-or-

Title: President / CEO

_____
Witness Signature
Print Name: RAFAEL ROSAS

Date: 5/1/26

_____
Witness Signature
Print Name: Amber Harper

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this May 1st, 2026 (*date*) by Cesar Ruiz (*name of officer or agent, title of officer or agent*) of Learning Alliance Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Drivers License (*type of identification*) as identification and who did first take an oath this 1st day of May, 2026.

My Commission Expires:
May 19th, 2026

_____
Signature – Notary Public

(SEAL)

Notary Public State of Florida
Alicia Arise Maxine Powell
My Commission
HH 265611
Exp. 5/19/2026

Alicia A Powell
Printed Name of Notary

265611
Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer *BOTH* questions 1 and 2.
Ethnicity:

1. **Are you Hispanic or Latino?** ***(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race?** ***(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (__ __ __) __ __ __ - __ __ __ __

E-MAIL **TELEPHONE NUMBER**
CELL (__ __ __) __ __ __ - __ __ __ __ HOME: (__ __ __) __ __ __ - __ __ __ __

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____ (INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS (*Applies to PAVE Fee only*)

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

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Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

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Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-WEIM – 8/10/18-NR/daa

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Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:

SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

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Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – W/EIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
221 Southwest 3rd Avenue, Fort Lauderdale, Florida 33312

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS,** pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment	X	X
7 - Provide classroom space	X	
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and

coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprenticeship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the ap-prentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject

matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is Two Hundred Eighty-Five Thousand Dollars and 00/100 Cents ($285,000) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$50,000	$55,000	$60,000	**$165,000**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$60,000	$60,000	**$120,000**

2.6.1 If the SBBC provides classroom space, related technical instruction, or on-the-job training services, SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $1.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.3.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. Atlantic Technical College pays a portion of the funds to the apprenticeship program sponsors as defined below in this section.

2.6.3.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.4 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.5 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy. VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g

(FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have

access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed

by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director Marine Industries Association Of South Florida, Inc. 221 Southwest 3rd Avenue Fort Lauderdale, Florida 33312

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement.

VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing

their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC. does not own any vehicles. If MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC. acquires any vehicles during the term of the Agreement, MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery

of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this

Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or

civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC.

ATTEST:

By: _____

_____
Corporate Secretary Signature

Print Name: Lon Wheeler

-or-

Title: Vice President

Patience Cohn
Witness Signature

Date: 5/1/26

Print Name: Patience Cohn

_____
Witness Signature

Print Name: Katherine O'Fallon

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 1, 2026 (*date*) by Lon Wheeler (*name of officer or agent, title of officer or agent*) of Marine Industries Association of South Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 1 day of May, 2026

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

Amy L Winer
Printed Name of Notary

HH 652985
Notary's Commission No.

AMY WINER
Notary Public - State of Florida
Commission # HH 652985
My Comm. Expires May 10, 2029
Bonded through National Notary Assn.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer *BOTH* questions 1 and 2.
Ethnicity:

1. **Are you Hispanic or Latino? *(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race? *(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*
Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (__ __ __) __ __ __ - __ __ __ __

E-MAIL **TELEPHONE NUMBER**
CELL (__ __ __) __ __ __ - __ __ __ __ HOME: (__ __ __) __ __ __ - __ __ __ __

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____ (INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS (*Applies to PAVE Fee only*)

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

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Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

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Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-VEIM – 8/10/18-NR/daa

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Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:

SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

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Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOUTH FLORIDA IRONWORKERS APPRENTICESHIP COMMITTEE
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1201 Northeast 7th Avenue
Fort Lauderdale, Florida 33304

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	X
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison

[1] Registered Apprenticeship Partners Information Data System

(teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprenticeship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the apprentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is One Hundred Sixty-One Thousand Seven Hundred Two Dollars and 00/100 Cents ($161,702) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$28,068	$31,375	$33,780	**$93,234**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$34,234	$34,234	**$68,468**

2.6.1 If the SBBC does not provide classroom space, related technical instruction, or on-the-job training services, the SBBC's role is deemed to be administrative SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $2.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.3.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.3.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.4 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.5 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy.

VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data

have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director South Florida Ironworkers Joint Apprenticeship Committee 1201 Northeast 7th Avenue Fort Lauderdale, Florida 33304

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section

215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all

times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "SOUTH FLORIDA IRONWORKERS JOINT APPRENTICESHIP COMMITTEE does not own any vehicles. If SOUTH FLORIDA IRONWORKERS JOINT APPRENTICESHIP COMMITTEE acquires any vehicles during the term of the Agreement, SOUTH FLORIDA IRONWORKERS JOINT APPRENTICESHIP COMMITTEE agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy

is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension

of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

SOUTH FLORIDA IRONWORKERS JOINT APPRENTICESHIP COMMITTEE

ATTEST:

By: _____

_____

Corporate Secretary Signature

Print Name: YOSVANY TORRES

-or-

Title: CHAIRMAN

_____

Witness Signature

Date: 4/30/2026

Print Name: Indira Torres

_____

Witness Signature

Print Name: Robert Wishart

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 April 2026 (*date*) by Yosvany Torres (*name of officer or agent, title of officer or agent*) of South Florida Ironworkers Local Union 272 Jatc (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 30 day of APRIL 2026.

My Commission Expires: 03-07-2028

_____

Signature – Notary Public

(SEAL)

MARIA L MIESES
Notary Public - State of Florida
Commission # HH 501050
My Comm. Expires Mar 7, 2028
Bonded through National Notary Assn.

MARIA MIESES

Printed Name of Notary

HHH501050

Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer *BOTH* questions 1 and 2.
Ethnicity:

1. **Are you Hispanic or Latino? *(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race? *(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (_ _ _) _ _ _ - _ _ _ _

E-MAIL **TELEPHONE NUMBER**
CELL (_ _ _) _ _ _ - _ _ _ _ HOME: (_ _ _) _ _ _ - _ _ _ _

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____ (INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS (*Applies to PAVE Fee only*)

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-VVEIM – 8/10/18-NR/daa

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Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:

SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

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Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOUTH FLORIDA MANUFACTURERS ASSOCIATION, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3100 Ray Ferrero Jr. Boulevard, 5th Floor
Fort Lauderdale, Florida 33314

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment	X	X
7 - Provide classroom space	X	
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison

[1] Registered Apprenticeship Partners Information Data System

(teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprenticeship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the apprentices are the responsibility of VENDOR.

2.4.5 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.6 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.7 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.8 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is One Hundred Seventy-Nine Thousand Dollars and 00/100 Cents ($179,000.00) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$30,000	$35,000	$38,000	**$103,000**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$38,000	$38,000	**$76,000**

2.6.1 If the SBBC provides classroom space, related technical instruction, or on-the-job training services, SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $1.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.2.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.2.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.3 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.4 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy.

VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data

have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director South Florida Manufacturers Association, Inc. 3100 Ray Ferrero Jr. Boulevard, 5th Floor Fort Lauderdale, Florida 33314

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section

215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all

times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "SOUTH FLORIDA MANUFACTURERS ASSOCIATION, INC. does not own any vehicles. If SOUTH FLORIDA MANUFACTURERS ASSOCIATION, INC. acquires any vehicles during the term of the Agreement, SOUTH FLORIDA MANUFACTURERS ASSOCIATION, INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in

equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of

either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

SOUTH FLORIDA MANUFACTURERS ASSOCIATION, INC.

ATTEST: John G. Payne
Corporate Secretary Signature
-or-

By: C. Milletich

Print Name: Christian Milletich

Title: Chairman

Date: 5-7-26

Witness Signature
Print Name: _____

Witness Signature
Print Name: _____

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 7th 2026 (*date*) by Christian Milletich (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced Driver License (*type of identification*) as identification and who did first take an oath this _____ day of _____, 202_.

My Commission Expires:

(SEAL)

DIANA BERNARD
MY COMMISSION EXPIRES OCT 24, 2028
#HH606210
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Diana Bernard
Signature – Notary Public

Diana Bernard
Printed Name of Notary

HH606210
Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

***STUDENTS WITH DISABILITIES:** Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.*

PROGRAM / COURSE REQUESTED		SECTION(S)
FIRST NAME	**LAST NAME**	**MI**

BIRTH DATE (MM/DD/YYYY)	STUDENT ID #	Do you have a standard diploma/GED?	SOCIAL SECURITY #
__ __ / __ __ / __ __ __ __		Yes (31) No (30)	__ __ __ - __ __ - __ __ __ __

FORMER OR MAIDENNAME *(if applicable)*	IN WHAT COUNTRY WERE YOU BORN?	GENDER
		Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer ***BOTH*** questions 1 and 2.

Ethnicity:

1. **Are you Hispanic or Latino?** ***(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race?** ***(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade |Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (___)___-____

E-MAIL **TELEPHONE NUMBER**
CELL (___)___-____ HOME: (___)___-____

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____(INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?
Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS *(Applies to PAVE Fee only)*

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____
Assistance was provided to the student in completing this form by: _____ **Date** _____

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Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-WEIM – 8/10/18-NR/daa

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Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:
SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

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Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOUTH FLORIDA OPERATING ENGINEERS APPRENTICESHIP & TRAINING TRUST INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
19700 Southwest 68th Court
Pembroke Pines, Florida 33332

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	X
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and

coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprentice-ship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the ap-prentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject

matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is One Million Five Hundred Fifty-Four Thousand Nine Hundred Eighty-Five Dollars and 00/100 Cents ($1,554,985) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$265,141	$299,655	$325,614	**$890,410**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$332,288	$332,288	**$664,575**

2.6.1 If the SBBC does not provide classroom space, related technical instruction, or on-the-job training services, the SBBC's role is deemed to be administrative SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $2.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.2.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.2.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.3 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.4 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy.

VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data

have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director South Florida Operating Engineers Apprenticeship & Training Trust Inc. 19700 Southwest 68th Court Pembroke Pines, Florida 33332

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal,

the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465,

1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "SOUTH FLORIDA OPERATING ENGINEERS APPRENTICE AND TRAINING TRUST does not own any vehicles. If SOUTH FLORIDA OPERATING ENGINEERS APPRENTICE AND TRAINING TRUST acquires any vehicles during the term of the Agreement, SOUTH FLORIDA OPERATING ENGINEERS APPRENTICE AND TRAINING TRUST agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy

is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension

of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

SOUTH FLORIDA OPERATING ENGINEERS APPRENTICESHIP & TRAINING TRUST INC.

ATTEST:

By: _____

_____
Corporate Secretary Signature

Print Name: Kathleen Phillips

-or-

Title: Fund Counsel

_____
Witness Signature

Date: 5/1/2026

Print Name: Raul Corvo

_____
Witness Signature

Print Name: Jessica Lopez

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 1, 2026 (*date*) by Kathleen Phillips (*name of officer or agent, title of officer or agent*) of S.F.O.E. App. & Training (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 1st day of May, 2026

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

Jeannette Lopez
Printed Name of Notary

HH417395
Notary's Commission No.

JEANNETTE LOPEZ
Notary Public
State of Florida
Comm# HH417395
Expires 8/26/2027

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

***STUDENTS WITH DISABILITIES:** Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.*

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer ***BOTH*** **questions 1 and 2.**
Ethnicity:

1. **Are you Hispanic or Latino?** ***(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race?** ***(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade |Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

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MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (___)___-____

E-MAIL **TELEPHONE NUMBER**
CELL (___)___-____ HOME: (___)___-____

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____(INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?
Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS *(Applies to PAVE Fee only)*

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____
Assistance was provided to the student in completing this form by: _____ **Date** _____

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-WEIM – 8/10/18-NR/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:
SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. www.browardschools.com

Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SPRINKLER FITTERS LOCAL 821 JATC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1975 Sansbury Way, Suite 109
West Palm Beach, Florida 33411

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

[1] Registered Apprenticeship Partners Information Data System

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and

coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprentice-ship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the ap-prentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject

matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is One Hundred Forty-Three Thousand Dollars and 00/100 ($143,000) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$25,000	$28,000	$30,000	**$83,000**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$30,000	$30,000	**$60,000**

2.6.1 If the SBBC provides classroom space, related technical instruction, or on-the-job training services, SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $1.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.3.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.3.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.4 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.5 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy.

VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data

have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director Sprinkler Fitters Local 821 JATC 1975 Sansbury Way, Suite 109 West Palm Beach, Florida 33411

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section

215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all

times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "SPRINKLER FITTERS LOCAL 821 JATC does not own any vehicles. If SPRINKLER FITTERS LOCAL 821 JATC acquires any vehicles during the term of the Agreement, SPRINKLER FITTERS LOCAL 821 JATC agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.21 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in

equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of

either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

SPRINKLER FITTERS LOCAL 821 JATC

By: _____

Print Name: Anthony Gallo

Title: Training Director

Date: 04/30/2026

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Mike Shaw

_____
Witness Signature
Print Name: George Bunting

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this April 30, 2026 (*date*) by Anthony Gallo (*name of officer or agent, title of officer or agent*) of Sprinkler Fitters Local 821 (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 30 day of April, 2026

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

THERESA MARIE PUGLIESE
Notary Public - State of Florida
Commission # HH 529709
My Comm. Expires Oct 12, 2026
Bonded through National Notary Assn.

Theresa M. Pugliese
Printed Name of Notary

HH 529709
Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer *BOTH* questions 1 and 2.
Ethnicity:

1. **Are you Hispanic or Latino? *(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race? *(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
__ Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? __ Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (__ __ __) __ __ __ - __ __ __ __

E-MAIL **TELEPHONE NUMBER**
CELL (__ __ __) __ __ __ - __ __ __ __ HOME: (__ __ __) __ __ __ - __ __ __ __

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____ (INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?

Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS (*Applies to PAVE Fee only*)

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____

Assistance was provided to the student in completing this form by: _____ **Date** _____

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Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

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Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-WEIM – 8/10/18-NR/daa

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Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:

SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools

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Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNITED SERVICE TRAINING CORP II, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4700 North Dixie Highway #16
Oakland Park, Florida 33334

RECITALS

A. **WHEREAS**, VENDOR is approved by the Florida Department of Education to offer registered apprenticeship programs.

B. **WHEREAS**, SBBC is desirous of offering educational apprenticeship programs provided by VENDOR.

C. **WHEREAS**, VENDOR has indicated its intent to offer these apprenticeship programs through SBBC.

D. **WHEREAS**, the apprenticeship programs include VENDOR providing services to SBBC students at multiple SBBC campus locations and offering field experience opportunities at a designated VENDOR location.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012 11(b), the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.3 **VENDOR Responsibilities**.

2.3.1 The following table summarizes the responsibilities required by the Florida Department of Education as defined in Rule 6A-23.012, F.A.C.

Responsibility	LEA (SBBC)	Sponsor (VENDOR)
1 - Provide a Training Coordinator to oversee on-the-job training (OJT)		X
2 - Recruit, evaluate, and hire qualified instructors (with credential documentation)	X	X
3 - Provide Related Technical Instruction (RTI)		X
4 - Provide OJT		X
5 - Provide OJT monitoring		X
6 - Provide equipment		X
7 - Provide classroom space	X	
8 - Provide other facilities		X
9 - Provide training materials		X
10 - Provide employer placements & maintain records		X
11 - Maintain training records (RTI, OJT, Agreements, participant records, etc.)		X
12 - Provide administrative support for LEA-required student records (including ensuring FERPA compliance)	X	X
13 - Provide administrative support for RAPIDS[1] apprentice records		X
14 - Provide administrative support for pre-apprentice records		X

2.3.2 VENDOR is responsible for the day-to-day coordination and supervision of this educational program. VENDOR shall designate a person to act as a liaison with SBBC for all educational and training activities in connection with this program. The designated liaison

[1] Registered Apprenticeship Partners Information Data System

(teacher/coordinator) shall maintain all Florida Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2.3.3 VENDOR shall recruit and employ instructors that meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.3.4 VENDOR shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.3.5 VENDOR is responsible for recruiting and assigning all students to SBBC instructional programs.

2.3.6 VENDOR shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. VENDOR shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, VENDOR shall maintain the confidential nature of any student and educational records.

2.3.7 VENDOR shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.3.8 VENDOR shall furnish to SBBC a copy of each program's registered standards as required by the Florida Department of Education for operation.

2.4 **VENDOR and SBBC Responsibilities**.

2.4.1 SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

2.4.1.1 The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.

2.4.1.2 The classroom-related instruction and OJT for apprentices are reported, under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.

2.4.1.3 The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.

2.4.1.4 The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description, as stated in the SBBC Apprenticeship Handbook.

2.4.1.5 Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and has been approved by VENDOR and SBBC.

2.4.1.6 VENDOR shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

2.4.1.7 The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements, as stated in the SBBC, Apprenticeship Handbook.

2.4.1.8 VENDOR shall maintain all records that document coordination or related instruction with OJT training for each apprentice.

2.4.1.9 The administration of the program and the general welfare of the apprentices are the responsibility of VENDOR.

2.4.2 Through their designated representatives, SBBC and VENDOR shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

2.4.3 Each party agrees that any amendments to existing Florida Statutes or to the Florida Department of Education's guidelines pertaining to an apprenticeship which affect the subject matter of this Agreement, and which come into effect after the signing of this Agreement is binding upon all parties through the term of this Agreement.

2.4.4 VENDOR understands that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over $1,000 in value shall be numbered and accounted for per School Board policy.

2.4.5 The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.

2.5 **SBBC's Responsibilities**. SBBC shall provide VENDOR with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is One Million Eight Hundred Fifteen Thousand Dollars and 00/100 Cents ($1,815,000.00) as outlined below.

APPRENTICEHSIP reimbursements (estimated)	INITIAL three-year term			**TOTAL estimated**
	2026-27	2027-28	2028-29	
	$300,000	$345,000	$390,000	**$1,035,000**

APPRENTICEHSIP reimbursements (estimated)	OPTIONAL FIRST RENEWAL	OPTIONAL SECOND RENEWAL	**TOTAL estimated**
	2029-30	2030-31	
	$390,000	$390,000	**$780,000**

2.6.1 If the SBBC provides classroom space, related technical instruction, or on-the-job training services, SBBC shall compensate VENDOR at the rates below:

2.6.1.1 Related Classroom Training - $1.00 per hour. VENDOR shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

2.6.1.2 ON-THE-JOB TRAINING - $1.00 per hour up to a maximum of 2,000 hours/year (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

2.6.2 The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.6.2.1 Atlantic Technical College reports apprenticeship participation to the State of Florida who provides funding to SBBC. From these funds, Atlantic Technical College pays a portion of the funds to the apprentice program sponsors as defined below in this section.

2.6.2.2 VENDOR's full-time equivalent student membership will be counted during the official survey periods (Fall, Winter, and Spring) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period.

2.6.3 This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.6.54 VENDOR shall provide an annual budget/financial status report of program expenditures and balances as outlined in this section to the Superintendent's designee within thirty (30) days after the close of each school year.

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement payments to VENDOR will be based upon funds generated by full-time equivalent students enrolled and counted in VENDOR's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease will be passed along to VENDOR on a pro-rata basis. SBBC shall make each payment to VENDOR by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College
Budget keeper
4700 Coconut Creek Parkway, Suite 190
Coconut Creek, Florida 33066

2.7.3 VENDOR shall provide to SBBC under this Agreement, a Verification Report which confirms registered student attendance for the reporting period (Fall, Winter and Spring). SBBC will compensate VENDOR based on the cost schedule outlined in section 2.6.

2.7.4 VENDOR shall issue proper and appropriate invoices that contain references to the Verification Report provided to SBBC under this Agreement, the respective cost, and respective date range.

2.7.5 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7.6 Payments to VENDOR shall be from funds generated through the Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to SBBC through this Agreement.

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To offer adult students an apprenticeship program;

2.8.1.2 To register students;

2.8.1.3 To verify Full-Time Equivalent (FTE) status for the state funding completion of an Occupational Completion Point (OCP) form to follow student progress to verify number hours student participated; and

2.8.1.4 To advance toward completion and for FOCUS Student Information System to record attendance.

2.8.2 SBBC employees will provide VENDOR with the following education records, via SBBC's FOCUS Student Information System:

2.8.2.1 Student's first and last name

2.8.2.2 Florida Student Identification (FSI) number

2.8.2.3 Dates of classes for attendance purposes

2.8.3 VENDOR's access to student information on FOCUS shall be limited to the students served, pursuant to this Agreement, and limited to the purposes and types of education records listed in this section.

2.8.4 In addition to the education records disclosed by SBBC employees in this section, SBBC will provide the blank student registration forms packet to VENDOR email or hard copy.

VENDOR will have each student complete and sign the packet, which contains the following documents:

2.8.4.1 CTACE Workforce Registration Application (Exhibit A), includes:

2.8.4.1.1 Social Security Number

2.8.4.1.2 Financial information

2.8.4.2 CTACE Workforce Registration Application Addendum (Exhibit B), includes:

2.8.4.2.1 Financial aid / income information

2.8.4.3 BCPS Conduct and Discipline Code for Adult Students (Exhibit C)

2.8.4.4 Annual Voluntary Disability Disclosure Form (Exhibit D)

2.8.4.5 Workforce Authorization for Release Form (Exhibit E)

2.8.4.6 Workforce Media Release Form (Exhibit F), includes:

2.8.4.6.1 Consent to photograph, video, or interview students

NOTE: VENDOR will input the information they receive directly from students into the Florida Department of Education (FLDOE) RAPIDS database as required to register apprentices.

2.8.5 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.10 **No Disclosure of SBBC Employee Records.** SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data

have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway, Suite 190 Coconut Creek, Florida 33066
To VENDOR:	Business Director United Service Training Corp II, Inc. 4700 North Dixie Highway #16 Oakland Park, Florida 33334

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section

215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all

times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "UNITED SERVICE TRAINING CORP II, INC. does not own any vehicles. If UNITED SERVICE TRAINING CORP II, INC. acquires any vehicles during the term of the Agreement, UNITED SERVICE TRAINING CORP II, INC. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. Attachments: Exhibit A: CTACE Workforce Registration Application; Exhibit B: CTACE Workforce Registration Application Addendum; Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students; Exhibit D: Annual Voluntary Disability Disclosure Form; Exhibit E: Workforce Authorization for Release Form; Exhibit F: Workforce Media Release Form; attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in

equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of

either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

UNITED SERVICE TRAINING CORP II, INC.

ATTEST:

By: Robin Bennett

Linda Castelli
Corporate Secretary Signature

Print Name: Robin Bennett

-or-

Title: President

Witness Signature
Print Name: Sara Willard

Date: 5/1/26

Witness Signature
Print Name: SAL CASTELLI

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this _____ (*date*) by Robin Bennett (*name of officer or agent, title of officer or agent*) of United Service Training Corp II (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Driver's License (*type of identification*) as identification and who did first take an oath this _____ day of _____, 202_.

My Commission Expires:

Signature – Notary Public

(SEAL)

ELISABETH PASTIJN
Notary Public - State of Florida
Commission # HH 746058
My Comm. Expires Nov 3, 2029
Bonded through National Notary Assn.

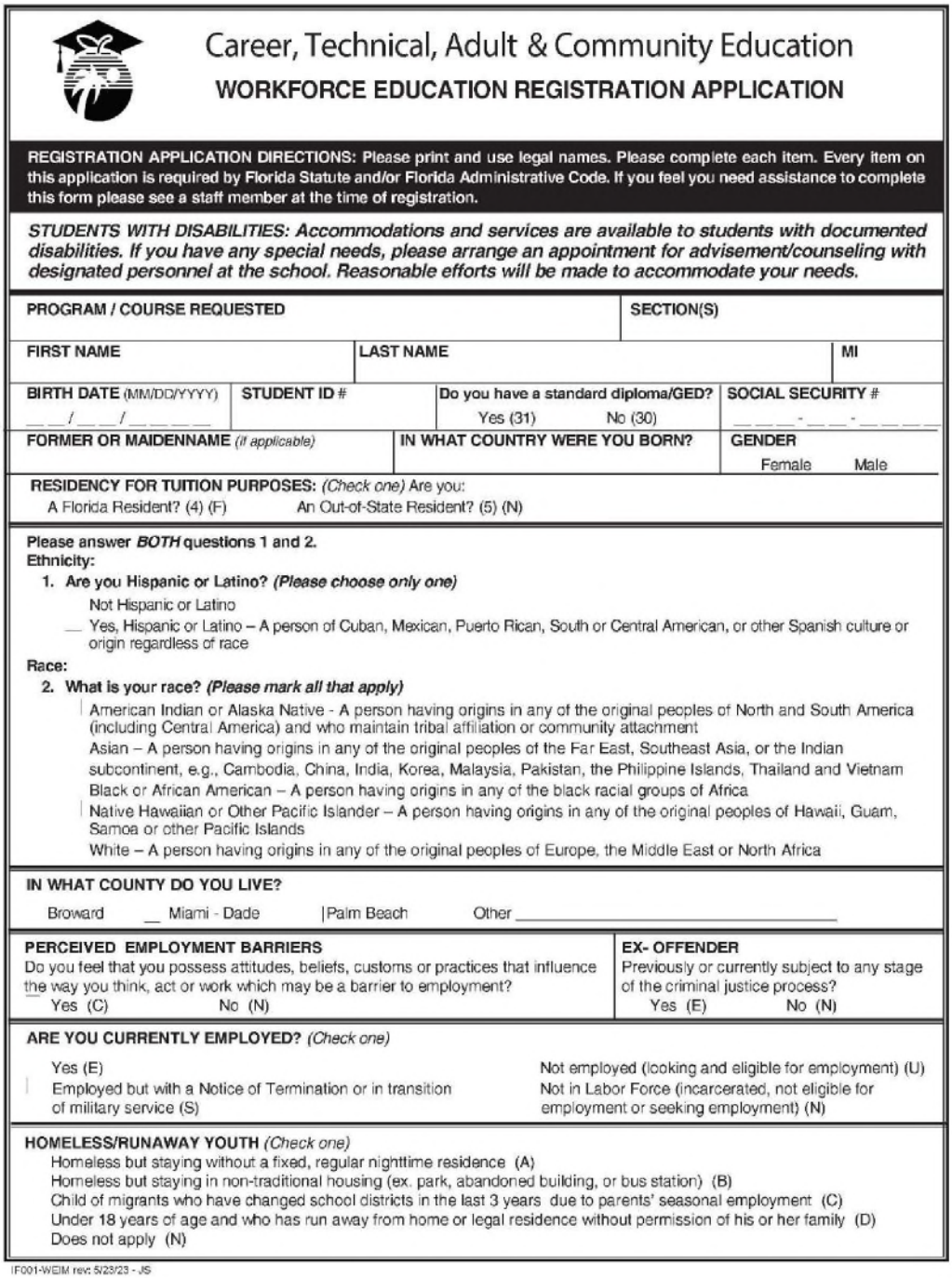
Elisabeth Pastijn
Printed Name of Notary

HH746058
Notary's Commission No.

ATTACHMENTS

Exhibit A: CTACE Workforce Registration Application
Exhibit B: CTACE Workforce Registration Application Addendum
Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students
Exhibit D: Annual Voluntary Disability Disclosure Form
Exhibit E: Workforce Authorization for Release Form
Exhibit F: Workforce Media Release Form

Exhibit A: CTACE Workforce Registration Application



Career, Technical, Adult & Community Education

WORKFORCE EDUCATION REGISTRATION APPLICATION

REGISTRATION APPLICATION DIRECTIONS: Please print and use legal names. Please complete each item. Every item on this application is required by Florida Statute and/or Florida Administrative Code. If you feel you need assistance to complete this form please see a staff member at the time of registration.

STUDENTS WITH DISABILITIES: *Accommodations and services are available to students with documented disabilities. If you have any special needs, please arrange an appointment for advisement/counseling with designated personnel at the school. Reasonable efforts will be made to accommodate your needs.*

PROGRAM / COURSE REQUESTED			SECTION(S)
FIRST NAME	**LAST NAME**		**MI**
BIRTH DATE (MM/DD/YYYY) __ __ / __ __ / __ __ __ __	**STUDENT ID #**	**Do you have a standard diploma/GED?** Yes (31) No (30)	**SOCIAL SECURITY #** __ __ __ - __ __ - __ __ __ __
FORMER OR MAIDENNAME *(if applicable)*	**IN WHAT COUNTRY WERE YOU BORN?**		**GENDER** Female Male

RESIDENCY FOR TUITION PURPOSES: *(Check one)* Are you:
A Florida Resident? (4) (F) An Out-of-State Resident? (5) (N)

Please answer ***BOTH*** **questions 1 and 2.**
Ethnicity:

1. **Are you Hispanic or Latino?** ***(Please choose only one)***
   - Not Hispanic or Latino
   - __ Yes, Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race

Race:

2. **What is your race?** ***(Please mark all that apply)***
   - American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment
   - Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, e.g., Cambodia, China, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
   - Black or African American – A person having origins in any of the black racial groups of Africa
   - Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands
   - White – A person having origins in any of the original peoples of Europe, the Middle East or North Africa

IN WHAT COUNTY DO YOU LIVE?
Broward __ Miami - Dade | Palm Beach Other _____

PERCEIVED EMPLOYMENT BARRIERS	EX- OFFENDER
Do you feel that you possess attitudes, beliefs, customs or practices that influence the way you think, act or work which may be a barrier to employment? __ Yes (C) No (N)	Previously or currently subject to any stage of the criminal justice process? Yes (E) No (N)

ARE YOU CURRENTLY EMPLOYED? *(Check one)*

- Yes (E)
- Employed but with a Notice of Termination or in transition of military service (S)
- Not employed (looking and eligible for employment) (U)
- Not in Labor Force (incarcerated, not eligible for employment or seeking employment) (N)

HOMELESS/RUNAWAY YOUTH *(Check one)*

- Homeless but staying without a fixed, regular nighttime residence (A)
- Homeless but staying in non-traditional housing (ex. park, abandoned building, or bus station) (B)
- Child of migrants who have changed school districts in the last 3 years due to parents' seasonal employment (C)
- Under 18 years of age and who has run away from home or legal residence without permission of his or her family (D)
- Does not apply (N)

IF001-WEIM rev: 5/23/23 - JS

MIGRANT/SEASONAL FARM WORKERS *(Check one)*

Low-income individual (or their dependent) employed primarily in farming and currently unemployed or finding difficulty obtaining work for 12 months out of the last two years. (A)
Migrant or seasonal farm worker (or their dependent) (B)
Does not meet the conditions described above. (N)

ARE YOU A FIRST GENERATION COLLEGE STUDENT? *(Check one)*

Yes – Neither of your parents completed a 4-year degree (Y)
No – One or both of your parents completed a 4-year degree (N)

HIGHEST SCHOOL GRADE COMPLETED *(Check one)*

Completed at least part of 1st through 11th grade
Highest grade completed _____
Completed 12th grade but did not attain a diploma or equivalency (12)
Have a disability and attained a special diploma or high school certificate of attendance (15)
Completed some college (16)
Earned a Career Certificate (17)
Earned AAS degree (18)
Earned AS degree (19)
Earned AA degree (20)
Earned BA degree (21)
Attained beyond a BA degree (22)
Earned a High School Diploma (D1)
Earned a high school equivalency (GED® Diploma) (G1)
No school grades completed (ZZ)

Where was this level achieved? U.S.-based school (U) Not U.S.-based school (N) Unknown (X)

ARE YOU A U.S. MILITARY VETERAN? *(Check one)*

Active Duty (A)
Eligible Dependent (spouse or child) (D)
Veteran (service dates unknown) (E)
Active Member of the National Guard (N)
Active Member of the Reserves (R)
Veteran (service prior to 9/11/2001) (V)
Veteran (service on or after 9/11/2001) (W)
No Military History (Y)

IS ENGLISH YOUR NATIVE LANGUAGE? Yes No
If not, do you have difficulty reading and/or writing the English language? Yes (Y) No

CITIZENSHIP *(Please indicate your citizenship)*

Non-Resident Alien (A) U.S. Citizen (C)
Permanent Resident Alien (P) Unknown (X)

DISPLACED HOMEMAKER *(Check one)*

Previously unemployed or underemployed while caring for home and family (unpaid) (A)
Previously supported by public assistance or family, and now unemployed and underemployed (B)
Parent of a child within two years of no longer receiving TANF (formerly AFDC) (C)
Unemployed dependent spouse of a member of the Armed Forces who is on active duty/deceased or disabled as a result of military service (D)
Does not apply (Z)

SINGLE PARENT/SINGLE PREGNANT WOMEN *(Check one)*

Are you a: Single Parent (S) Single Pregnant Woman (W) Both (B) Does not apply (Z)

WHAT IS YOUR ADDRESS?	**APT.**	**CITY**	**STATE**	**ZIP CODE**

EMERGENCY CONTACT NAME: PHONE: (___)___-____

E-MAIL **TELEPHONE NUMBER**
CELL (___)___-____ HOME: (___)___-____

INTERNATIONAL STUDENTS *(Technical Program Applicants)*

Do you have an approved M-1 Visa? Yes No International Student Advisor verification: _____(INITIALS)

I hereby certify that the information on this application is accurate to the best of my knowledge. I further certify that I am not currently expelled from the Broward County Public Schools. By signing below, I authorize Broward Schools to share my information with third parties for education, verification, and/or financial aid purposes.

Student Signature _____ **Date** _____

- OFFICIAL USE ONLY -

FINANCIAL ASSISTANCE *(Check all that apply)* Has student **received**:

Pell Grant (A) SEOG (B) ITA (WIA) (D) Other need-based Financial Assistance such as scholarships or loans (E)
District Financial Assistance (FAFTF) (F) Florida Public Postsecondary Career Education Student Assistance Grant (H)

STUDENT DISABILITY

Does the student request an appointment for Advisement/Counseling to discuss the need for testing/instructional accommodations?
Yes No If yes, obtain an ***Accommodation Advisement/Counseling Request Form*** to begin the process.

FEE STATUS *(Applies to PAVE Fee only)*

Fee Required (R) Fee Waived (W) Fee Deferred (D) Fee Exempt Code:

Counselor or Designee _____ **Date** _____
Assistance was provided to the student in completing this form by: _____ **Date** _____

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit B: CTACE Workforce Registration Application Addendum

Career, Technical, Adult & Community Education

2025 – 2026 WORKFORCE EDUCATION REGISTRATION APPLICATION ADDENDUM

Name:_____ **Student ID:** _____

Income Status

Please answer **ALL** questions related to any income barrier you feel you possess. This information is required by the Florida Department of Education. **All responses are kept secure and confidential**.

1. Will you exhaust your TANF (Temporary Assistance for Needy Families) benefit within the next two (2) years?

   - ❑ Yes (A)
   - ❑ No
   - ❑ Does Not Apply

2. Have you been unemployed for the last 27 or more weeks?

   - ❑ Yes (B)
   - ❑ No

3. Do you identify yourself as being low income? Some examples of being low income may include:

   Examples

   - Being a member or having a member of your immediate family receiving benefits through SNAP/TANF, SSI and/or other state public assistance.
   - A youth who receives free or reduced lunch in school.
   - Currently in a foster care program.
   - Being a person with disability AND a personal income at or below the poverty line, regardless of family income.
   - Currently homeless.
   - Currently a youth who is living in high-poverty area.

   - ❑ Yes, one or more of the above in Question #3 apply to me (C)
   - ❑ No, none of the above in Question #3 apply to me

For Reference ONLY

Persons in Household	Low Income Guidelines
1	$12,880
2	$17,420
3	$21,960
4	$26,500
5	$31,040
6	$35,580
7	$40,120
8	$44,660

For households with more than 8 persons, add $4,540 for each additional person

Signature of Student _____ **Date** _____

IF 040 - WEIM 07/19/21 -NR/rb/daa

BROWARD County Public Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit C: Broward County Public Schools Conduct and Discipline Code for Adult Students

Career, Technical, Adult & Community Education

WORKFORCE EDUCATION

BROWARD COUNTY PUBLIC SCHOOLS

CONDUCT AND DISCIPLINE CODE FOR ADULT STUDENTS

Broward County Public Schools firmly believes a positive school culture promotes the equal educational opportunity and establishes a framework for a safe learning environment. The Code of Student Conduct is comprised of a set of policies, rules, and laws by which order is established and maintained for the benefit for all. Students are expected to adhere to the Conduct and Discipline Code for Adult Students enrolled in Career, Technical, Adult, and Community Education programs. These include safety and health rules, and the expectation that students will conduct themselves in a manner consistent with a safe and productive work environment. The rules apply to all activities occurring on the grounds or other sites being used for such activities. The School Board is not responsible for students, their conduct and activities, when attending non-school sponsored activities. "Adults" are defined as individuals beyond compulsory school age who have legally left the K-12 school program or are high school students who are co-enrolled in an adult program. For Career-Dual Enrolled high school students at Broward Technical Colleges, the District's Code of Secondary Student Conduct applies.

1. All provisions of state, county, and municipal criminal codes as well as District policies apply to adult students while they are under the jurisdiction of The School Board of Broward County, Florida.
2. Any adult student who engages in behavior which is in violation of any section of the criminal code may be referred by the school administrator to the appropriate law enforcement agency. Such behavior may result in the involuntary withdrawal of the student from the school for a period of time determined by the administrator.
3. While under the jurisdiction of The School Board of Broward County, Florida, adult students may not possess or use knives or guns or use any other object defined as a weapon. The possession of a concealed weapon permit does not allow students to possess a firearm on their person or in their automobile while on campus, outside the school at school-sponsored activities and/or at District sponsored training facilities.
4. Adult students may not be in possession of or under the influence of alcohol, marijuana, or other mood altering substances while under the jurisdiction of The School Board of Broward County, Florida.
5. Violation of Rule 3 or 4 shall result in the student being involuntarily withdrawn from all adult, alternative, technical, and community schools for one (1) school year from the date of the infraction.
6. Adult students may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are suggestive, revealing, or indecent; associated with gangs or cults; encourage drugs, alcohol, or violence; or support discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation.
7. Per District Policy 4001.1. suspected acts of bullying, cyberbullying, harassment and discrimination by any student in the school or outside the school at school-sponsored activities or at District sponsored training facilities shall be reported to school-based administration, but the complaint shall also be filed with, and investigated by, the EEO/Title IX Coordinator (754-321-2150).
8. Violations of the Conduct and Discipline Code for Adult Students which are not illegal but which are very serious in nature, may result in an immediate withdrawal from the school. Less serious behavioral violations shall be managed in the following manner:
   a. The staff person first observing the unacceptable behavior shall meet and discuss the behavior with the student and inform him/her of the consequences if the behavior continues;
   b. If the unacceptable behavior continues, the student shall be referred to the appropriate administrator for action.
   c. If the student does not modify his/her behavior after the administrator's intervention, the administrator may suspend the student from the program for up to 10 days or involuntarily withdraw the student from the school for a period of time not to exceed one (1) school year from the date of the infraction.
9. A K-12 student who has been expelled or suspended from the K-12 program may not be accepted for enrollment as an adult student until after the duration of expulsion or suspension. Students who participate in an alternative to external suspension program are not considered suspended.
10. A student's locker or other storage areas may be subject to a search based upon reasonable suspicion of possession of prohibited or illegal materials. Reasonable suspicion may also result in a search of person, possessions, and/or vehicle.
11. Adult students disciplined under any of the above rules may appeal the decision by following the Student Grievance Procedure.

By signing below, I confirm that I have read, understand and agree to comply with the Conduct and Discipline Code for Adult Students.

Student Signature _____ Student Name (Print Clearly) _____ Date _____

IF062-WEIM – 8/10/18-NR/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Exhibit D: Annual Voluntary Disability Disclosure Form

Annual Voluntary Disability Disclosure Form for Apprenticeship Applicants and Registered Apprentices

State of Florida
Department of Education
Division of Career and Adult Education
Apprenticeship Section

Please check ONE of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at https://www.doleta.gov/OA/eeo/.

Exhibit E: Workforce Authorization for Release Form

WORKFORCE EDUCATION
BROWARD COUNTY PUBLIC SCHOOLS

APPRENTICESHIP AUTHORIZATION FOR RELEASE AND/OR REQUEST FOR INFORMATION

I,_____hereby request and authorize **Atlantic Technical College**,
Apprentice Name
located at 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063 to engage in verbal and/or written communication with and release records to, and receive records from

_____
Name and address of Apprenticeship Program VENDOR

Types of information to be released and/or received:

Grades	Funding Verification Report
Test Scores	WDIS Occupational Completion Point (OCP) Verification Reports
Attendance Reports	Apprenticeship Change of Enrollment Form
Career, Technical, Adult & Community Education Workforce Education Registration Application (including Social Security Number, Date of Birth, Race, Ethnicity)	Career, Technical, Adult & Community Education Workforce Education Broward County Public Schools Code and Discipline Code for Adult Students
Career, Technical, Adult & Community Education Workforce Education Registration Application Addendum	The School Board of Broward County, Florida Apprenticeship Authorization for Release
State of Florida Department of Education Division of Career and Adult Education, Apprenticeship Section, Annual Applicant Voluntary Disability Disclosures Form for Apprenticeship Applicants and Registered Apprentices	Atlantic Technical College (ATC) Apprenticeship Program Application for Experiential Credit and Employer Verification Form
Department of Education Complaint Form	Personal Information
Florida Identification Number	Media Release
Forms Signature Page	Any relevant form(s) necessary for participation in an approved Apprenticeship Program
	Other: a

Purposes of Disclosure:
SBBC shall provide VENDOR and VENDOR's support staff the documents listed in this section, for the purpose of registration, verifying Full-Time Equivalent (FTE) status for state funding, processing Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and data entry into the FOCUS student information system.

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by either recipient without additional written consent, except as required or permitted by law. I understand this authorization will expire upon termination of the program by Apprentice or full completion of the apprenticeship program.

Print Name _____ Apprentice Signature _____ Date _____

IF 069 -WEIM 9/13/21- Mydocuments/ApplicantPacket/Packet/Apprenticeship Release

revised: 9/13/21-NR/rb/daa

The School Board of Broward County, Florida Dr. Rosalind Osgood, Chair • Laurie Rich Levinson, Vice Chair • Lori Alhadeff • Patricia Good • Debra Hixon • Donna P. Korn
Sarah Leonardi • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Interim Superintendent of Schools
The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. www.browardschools.com

Exhibit F: Workforce Media Release Form

Career, Technical, Adult & Community Education
WORKFORCE EDUCATION

MEDIA RELEASE FORM

Date _____

I hereby give permission to Broward County Public Schools *to photograph, videotape, or interview me for educational purposes and/or to promote the positive aspects of Broward County Public Schools. By giving permission I understand that pictures and interviews may be used on the school and district website, in school or district publications, external media outlets, and in electronic/social media.* I further realize that all such uses and distribution by Broward County Public Schools shall be within their sole discretion.

_____
Signature

_____
Name (Print)

_____
Student I.D. Number

I DO NOT GIVE MY PERMISSION TO BE PHOTOGRAPHED OR VIDEO TAPED.

If 066 – WEIM 6/3/19 – ATC/daa

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-160 - Industry-Based Materials and Certification Exams (CP)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Certification Partners, LLC, and the budget authority in the amount of $300,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$300,000. The Agreement will be funded through the Career and Professional Education Act funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	751-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

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

EXECUTIVE SUMMARY

AGR26-160 - Industry-Based Materials and Certification Exams (CP)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Certification Partners, LLC, and the budget authority in the amount of $300,000.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC students and instructors will continue to access Certified Internet Web Professional (CIW) and Information and Communication Technology (ICT)-aligned curriculum and certification exams to earn industry-recognized credentials. Teachers and schools will retain opportunities to earn Florida Career and Professional Education Act (CAPE) bonus funding tied to student exam passage, accelerating school performance outcomes, and expanding workforce readiness opportunities.
If the School Board votes "No"	• SBBC students and instructors will be unable to access these industry-based credentials, reducing acceleration points, eliminating bonus funding opportunities for teachers and schools, and interrupting aligned Career & Technical Education (CTE) program pathways.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Immediate Return on Investment (ROI) is an industry-recognized certification attainment. Additional return on investment is funding and acceleration points made available to teachers and schools for each exam passed by students. This certification was piloted during the 2024-2025 School Year (SY). During this time, the District had an ROI of $6,500 (13 industry certifications earned).

Background/History:
SBBC has made a sustained commitment to expanding CTE programs that align with high-demand workforce needs, particularly in the fields of information technology and digital communications. As industries continue to evolve in response to rapid technological advancements, there is an increasing demand for students to graduate with both academic knowledge and industry-recognized credentials that validate real-world skills.

To address this need, SBBC has integrated CIW and ICT-aligned curriculum into its CTE offerings. These programs are designed to provide students with foundational and advanced competencies in areas such as web development, cybersecurity, and digital literacy—skills that are directly transferable to postsecondary education and entry-level careers.

The partnership with Certification Partners, LLC, builds upon prior implementation efforts, including a successful pilot during the 2024–2025 SY that resulted in measurable student achievement and certification attainment. Expanding access to these certifications supports the district's strategic goal of increasing college and career readiness by ensuring students graduate with credentials that are recognized by employers and postsecondary institutions. This initiative also aligns with Florida's CAPE framework, which incentivizes industry certification attainment and strengthens the connection between K–12 education and workforce demands.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	August 1, 2026, through July 31, 2029.
Multi-Year Agreement:	Yes, this is a multi-year Agreement commencing on August 1, 2026, through July 31, 2029, with an option of two additional one-year renewal periods.
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method:** Pursuant to Purchasing Policy 3800, Section III, (D) and (E), as authorized by Rule 6A-1.012 11(b) and 14, Florida Administrative Code, the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, computer software, and information technology.

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

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to the District in the amount of $300,000 for the initial three-year term of the Agreement.
2. The Agreement will be funded through the Career and Professional Education Act funds.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 - 7/31/2029	36	$300,000

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	CAPE Funds	$100,000
FY28	12 months	CAPE Funds	$100,000
FY29	12 months	CAPE Funds	$100,000

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	The implementation of CIW and ICT certification programs will significantly enhance school-based CTE pathways by embedding workforce-aligned skills directly into classroom instruction. Schools offering business, marketing, and information technology programs will be able to integrate certification preparation into their curriculum, providing students with hands-on, applied learning experiences that mirror real-world industry expectations. This initiative supports workforce readiness by equipping students with technical competencies, problem-solving abilities, and digital fluency that are essential in today's economy. In addition, students

	will have opportunities to participate in work-based learning experiences, internships, and industry engagement activities that complement certification attainment and strengthen career exploration. Access to industry-recognized certifications also increases students' competitiveness in both the job market and postsecondary education. Students who earn certifications demonstrate verified skill mastery, making them more attractive to employers and better prepared for high-wage, high-demand careers. For schools, this translates into improved performance outcomes, increased CAPE funding, and stronger partnerships with local industries seeking a skilled talent pipeline. By expanding access across all eligible high schools, the District ensures equitable opportunities for students to engage in meaningful career preparation. This investment not only supports individual student success but also contributes to the long-term economic development of the community by cultivating a workforce that is prepared to meet current and future industry needs.
School Selection /Prioritization	There will be no school prioritization necessary, as all high schools that have the applicable programs will have access.
Community/ Stakeholder Engagement	Yes, ten high schools indicated that they would like to offer this certification to their students for the 2026-2027 through 2030-2031 SYs. The schools that indicated interest are McArthur, Charles W. Flanagan, Fort Lauderdale, South Plantation, Dillard 6-12, Marjory Stoneman Douglas, Stranahan, Coral Springs, Western, and Deerfield Beach.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-160	**Preparation Date:**	April 17, 2026
Previous Bid # (Ex: 10-004R):	FY24-096	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$300,000	**Bid Title:**	Industry-Based Materials and Certification Exams (CP)
Previous Award Total:	$249,900		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	7/18/2023	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	$3,325
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$3,325**
Average Monthly Expenditure:	$101
Unused Authorized Spending:	**$246,575**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
120921-CERTIFICATION PARTNERS LLC		|	$ 3,325
	PO VENDOR SPEND:		**$ 3,325**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 3,325**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	**Name** (First & Last)	Maria D. Formoso
Fund	1000	**Title**	Director, CTACE
Functional Area	5652630620000000	**Department/School Name**	Career Tech. & Adult/Commun. Ed.
Commitment Item	55130000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	4/23/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CERTIFICATION PARTNERS, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4600 E. Washington Street #300, Phoenix, Arizona 85034

RECITALS

A. **WHEREAS**, VENDOR is a provider of curriculum and industry certifications that create career paths for students; and

B. **WHEREAS**, SBBC desires to purchase Certified Internet Web Professional (CIW) and other curriculum materials and certification exams from VENDOR; and

C. **WHEREAS**, SBBC wishes to use these products and examinations to prepare students to sit for industry-based, CAPE-approved certifications; and

D. **WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3800, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for SBBC's purchase of educational services and any type of copyrighted materials including, without limitation, educational tests and computer software.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on August 1, 2026 ("Effective Date") and concludes on July 31 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for *two* (2) additional one (1) year periods].

2.3 **VENDOR Responsibilities**. VENDOR shall provide to SBBC, products and services ("Services"), including all CIW and Information and Communication Technology (ICT) curriculum materials, and certification exams from VENDOR, and related credentials, pursuant to one or more purchase order(s).

2.4 **Cost**. The cost per item for the products and services provided by VENDOR is detailed in **Exhibit A**. The total cost to SBBC for the commodities and services under this Agreement will not exceed One Hundred Thousand Dollars ($100,000.00) per year, over the course of five (5) years, not to exceed a total expense of Five Hundred Thousand Dollars ($500,000) for services as outlined below.

2.4.1 One Hundred Thousand Dollars ($100,000.00) per year, for curriculum and industry certification vouchers for VENDOR products from August 1, 2026, through July 31, 2029.

2.5 **Payment**.

2.5.1 Subsequent to the Effective Date of this Agreement, SBBC will request a quote from VENDOR. VENDOR will provide quote to SBBC which will then generate a purchase order. Once the purchase order is received by the VENDOR, VENDOR will then send SBBC an invoice. SBBC will then remit payment to VENDOR.

2.5.2 VENDOR shall submit proper and appropriate invoices to the following address:

Requested School Address
School Administrator
School Address

2.5.3 VENDOR shall issue proper and appropriate invoices that contain reference to the curriculum and industry certification vouchers to SBBC under this Agreement, the respective cost, and respective date range, total number of curriculum access and/or industry certification vouchers being purchased as specifically stated as follows:

2.5.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.6 **SBBC Disclosure of Education Records.**

2.6.1 SBBC's employee will provide VENDOR with the education records specified in this section for the following purposes:

2.6.1.1 To create an account for students to access the VENDOR Industry Certification Exams.

2.6.1.2 To provide reports (including test scores) at the instructor, school, and district level regarding student scores.

2.6.2 SBBC employee will provide VENDOR with the following education records, via Vendor platform.

2.6.2.1 Student first and last name

2.6.2.2 Student identification number

2.6.2.3 Student email address

2.6.3 In addition to the education records being disclosed by SBBC's employee in this section, students will input the following information into VENDOR's online platform: student answers to certification pretest and final industry certification exams. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

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

2.6.5 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Vendor's privacy policies if any.

2.7 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.7.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

2.7.1.3 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.7.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.7.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to employees records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.7.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.7.2.3 notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.7.2.4 fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner;

2.7.2.5 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.7.2.6 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.7.2.7 provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

2.7.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

2.7.2.9 return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.7.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all

costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.8 **SBBC Disclosure of Employee Records.**

2.8.1 SBBC staff will provide Vendor with the employee records in this section for the following purposes:

2.8.1.1 To create an account for employees to access the VENDOR Industry Certification exam results.

2.8.1.2 For SBBC teachers to access practice exams

2.8.1.3 For SBBC teachers to access industry certification exams

2.8.2 SBBC will provide Vendor with the following employee records, via method of delivery

2.8.2.1 Employee first and last name .

2.8.2.2 Employee school name

2.8.2.3 Employee email address

2.8.3 In addition to the employee records being disclosed by SBBC staff in this section, VENDOR will also have access to teachers' exam answers and scores.

2.8.4 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR'S privacy policies.

2.9 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.9.1.2 hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.9.1.3 only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.9.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.9.2.1 notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.9.2.3 prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.9.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.10 **Assessment of Data Protection Controls**.

2.10.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.10.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.10.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.10.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.10.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.10.1.4 Monitoring compliance with established security controls.

2.10.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.11 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.11.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the

term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.11.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.11.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.11.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.11.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.11.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.11.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:	Director Career, Technical, Adult and Community Education The School Board of Broward County, Florida 1701 NW 23rd Avenue Fort Lauderdale, Florida 33311
To VENDOR:	Certification Partners, LLC Attn: Barry Fingerhut 4600 E. Washington Street, #300 Phoenix, Arizona 85034
With a Copy to:	Erik Barrantes (President) Andrea Reyes (Accountant/HR) 4600 E. Washington Street, #300 Phoenix, Arizona 85034

2.12 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR shall attach hereto as **Exhibit B** an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.125 **Security of personal identifying information.** Vendors receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all vendor entities that would access personal identifying information. The Form is attached hereto as **Exhibit C** and must be executed by the VENDOR and be submitted with the VENDOR's executed Agreement. A proposed Agreement submitted without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.13 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section

287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.14 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identi-

fication badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.15 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.16 **Proprietary Information**.

2.16.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.16.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.17 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.18 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.18.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.18.2 Cyber Liability/Technology Errors & Omissions. VENDOR shall have and maintain Cyber Liability/Technology Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.18.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.18.4 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.18.5 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

2.18.6 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.18.6.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.18.6.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.18.6.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

2.18.7 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.18.8 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.19 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.20 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not ob-

ligated or liable for any future payments due or any damages as a result of termination under this section.

2.21 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.22 **Incorporation by Reference**. **Exhibits A, B and Care attached hereto and referenced herein are incorporated into this Agreement by reference.**

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to

cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

CERTIFICATION PARTNERS, LLC

By: _____

Corporate Secretary Signature

-or-

Print Name: BARRY FINGERHUT

Title: CEO

Witness Signature
Print Name: _____

Date: 04-10-2026

Witness Signature
Print Name: _____

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

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this APRIL 10, 2026 (*date*) by BARRY FINGERHUT (*name of officer or agent, title of officer or agent*) of CERTIFICATION PARTNERS, LLC (*name of corporation acknowledging*), a DELAWARE (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 10 day of APRIL, 2026.

My Commission Expires:

(SEAL)

ANDREA REYES NOTARY PUBLIC STATE OF ARIZONA MARICOPA COUNTY 663388 EXPIRES 4-13-2028

Signature – Notary Public

ANDREA REYES
Printed Name of Notary

663388
Notary's Commission No.

260406certifictionpartnersrpvrl

Certification
PARTNERS

Exhibit A

Quote

Certification Partners, LLC
4600 E Washington Street #300
Phoenix AZ 85034

Date 4/8/2026
Estimate # 16263

Expires 4/8/2031

Bill To

Accounting & Financial Reporting D...
School Board of Broward County (FL)
Attn: Account Payable
600 SE 3rd Avenue, 7th Floor
Fort Lauderdale FL 33301

Item	Qua...	Description	Rate	Amo...
CIWACADR	1	CIW Academy Renewal	0.00	0.00
ICTACADR	1	ICT Academy Renewal	0.00	0.00
NCKITITBUNDLCU1609	0	ICT Essentials V2.0 Electronic Student practice exams for all 10 programs (per student per year).	20.00	0.00
NCL01ITCIEECU2007	0	ICT - Digital Citizenship and Ethics Student Guide with Prep and exam v1.0 (per student per year).	20.00	0.00
NCL01ITFUNDCU1908	0	ICT - Fundamentals Student Guide with Prep and exam v1.0 (per student per year).	20.00	0.00
NCT01ITINAICU2210	0	ICT - Introduction to Artificial Intelligence (AI) Student Course, Prep and Exam (Online Delivery CRN: ICT-Intro-AI-Course-Test-Student)	20.00	0.00
NPL02CDSMSSCU2507	0	Social Media Strategist v2.1 Student Guide 1D0-623v2_1.AC2	40.00	0.00
NDVCHCDSMSSPR1701	0	CTC CIW Social Media Strategist Exam 1D0-623 (per student per attempt).	45.00	0.00
NPL02CDMMSSCU2205	0	Multimedia Specialist v1.0 Student Course with Practice Exam 1D0-724	40.00	0.00
NDVCHCDMMSPPR2211	0	CIW Multimedia Specialist Exam (Exam 1D0-724)	45.00	0.00
NPL02CDDAANCU2004	0	ESL Data Analyst v1.2 Electronic Student guide with practice exams (per student per year).	40.00	0.00
	0	CTC CIW Data Analyst Exam 1D0-622 (per student per attempt).	45.00	0.00

Certification
PARTNERS

Exhibit A

Quote

Date 4/8/2026
Estimate # 16263

Certification Partners, LLC
4600 E Washington Street #300
Phoenix AZ 85034

Item	Qua...	Description	Rate	Amo...
NPL02CDUIDSCU1601	0	ESL User Interface Design Specialist v1.0 Electronic Student guide with practice exams (per student per year).	45.00	0.00
NDVCHCDUIDEPR1604	0	CTC CIW User Interface Designer Exam 1D0-621(per student per attempt).	50.00	0.00
NPL03CEDBDMCU2001	0	ESL Database Design Specialist v1.1Electronic Student guide with practice exams (per student per year).	60.00	0.00
NDVCHCEDBEMPR803	0	CTC CIW Database Specialist Exam 1D0-541 (per student per attempt).	80.00	0.00
NPL02CDHTCSCU2012	0	Advanced HTML5 and CSS3 Specialist Student Guide 1D0-720	60.00	0.00
NDVCHCDHTEXPR2207	0	CTC CIW Advanced HTML5 & CSS3 Specialist (Exam 1D0-720)	80.00	0.00
NPL02CEJSRFCU1709	0	ESL JavaScript Specialist v2.0 Electronic Student guide with practice exams (per student per year).	70.00	0.00
NDVCHCEJSESPR1711	0	CTC CIW JavaScript Specialist Exam Voucher Exam 1D0-735 (per student per attempt).	80.00	0.00
NPL02CAWSAACU2010	0	ESL Web Security Associate v2.0 Electronic Student guide with practice exams (per student per year).	90.00	0.00
NDVCHCAWSAAPR2010	0	CTC CIW v5 Web Security Associate Exam Exam 1D0-671 (per student per attempt).	80.00	0.00
NPL05CFNXLKCU1901	0	ESL Web Foundations Associate v2.2 Electronic Student guide with practice exams (per student per year).	55.00	0.00
NDVCHCF5EXMPR1211	0	CTC CIW Web Foundations Associate Exam 1D0-610 (per student per attempt).	65.00	0.00
NPL02CDHTCSCU2012	0	ESL Advanced HTML5 and CSS3 Specialist Electronic Student guide with practice exams (per student per year).	65.00	0.00
NDVCHCDHTEXPR1410	0	CTC CIW Advanced HTML5 and CSS3 Exam 1D0-620 (per student per attempt).	80.00	0.00
NCL01ITIDRDCU2505	0	ICT - Introduction to Drones (Prep and final exam ONLY)	100.00	0.00

Certification
PARTNERS

Exhibit A

Quote

Date 4/8/2026
Estimate # 16263

Certification Partners, LLC
4600 E Washington Street #300
Phoenix AZ 85034

Item	Qua...	Description	Rate	Amo...
Intro to Drones Online Curriculum (Elementary, Middle, & High School) Intro to Drones Curriculum: 1. What is a Drone 2. History of Drones $3,000.00 1 $3,000.00 Terms ***An annual hosting fee of $375 for the Rocket Drones portal that hosts student results to activities, curriculum, scheduler, WebGL	0	Intro to Drones Online Curriculum (Elementary, Middle, & High School)	3,00...	0.00
RD1505 - Classroom Drone Kit	0	Includes: - 6 rover classroom drones with rechargeable controllers - 6 drone cases - 6 landing pads - 1 mini inflatable obstacle course of 5 unique shapes with hand pump - 1 set of drone identification stickers - 5 six-port battery chargers with USB wall plugs - 30 drone batteries - Drone activities supplies (pipe cleaners, ping pong balls, paperclips, etc) - Fireproof battery storage bag - 24 safety glasses with case - 2 carrying bags for all components TEACHER/STUDENT PORTAL ACCESS Includes access to: - Online flight training modules - Logging of student flight hours and activity progress - Gamified training simulators - Event scheduler - Drone-based classroom gamified activities - Extensive support video library - Coach's guide - Unlimited virtual support and professional development	4,00...	0.00

Certification
PARTNERS

Exhibit A Quote

Date 4/8/2026
Estimate # 16263

Certification Partners, LLC
4600 E Washington Street #300
Phoenix AZ 85034

Item	Qua...	Description	Rate	Amo...
		- Access to league competitions - Curriculum access if purchased ***An annual hosting fee of $375 for the Rocket Drones portal that hosts student results to activities, curriculum, scheduler, and resources***		
NPL03CPFMASCU2406	0	Financial Management Specialist Student Guide with Practice Exams CP-FIN100	40.00	0.00
NDVCHCPFMASPR2406	0	CTC Financial Management Specialist Voucher (Exam CP-FIN100)	50.00	0.00
NCVCHCPCSCU2505	0	Cyber Specialist (Prep Exam ONLY)	40.00	0.00
NDVCHCPCSCP2505	0	CTC Cyber Specialist Voucher (Exam CPCS-100)	80.00	0.00
NCT01ITINAICU2210	0	ICT - Introduction to Artificial Intelligence (AI) Student Course, Prep and Exam (Online Delivery CRN: ICT-Intro-AI-Course-Test-Student)	20.00	0.00
NCVCHAIAISCCU2409	0	CIW Artificial Intelligence Associate Student Practice Tests	40.00	0.00
NDVCHAIAIACPR2211	0	CTC Artificial Intelligence Associate Exam (Exam 1D0-181)	50.00	0.00
NDVCHAIDASPPR2211	0	CTC CIW Artificial Intelligence Data Science Specialist Exam (Exam 1D0-184)	80.00	0.00
NCVCHTHPDPECU2512	0	Program Development & Problem - Solving Core Principles Practice exams	40.00	0.00
NPL01THPDPETH2605	0	Program Development & Problem - Solving Core Principles Student Guide P-THU-0200	40.00	0.00
NDVCHTHCSFEPR2512	0	CTC Program Development & Problem - Solving Core Principles Voucher (Exam P-THU-0200)	50.00	0.00

Shipping Cost (Electronic Delivery) 0.00
Total $0.00

Exhibit B

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: CERTIFICATION PARTNERS, LLC

Vendor FEIN: 26-2918683

Vendor's Authorized Representative Name and Title: BARRY FINGERHUT, CEO

Address: 4600 E. WASHINGTON ST #300

City: PHOENIX State: AZ Zip Code: 85034

Phone Number: 602-794-4125 Email Address: greyes@certification-partners.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: BARRY FINGERHUT, CEO Date: 04-10-2026

Exhibit C

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

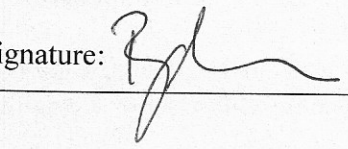
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Certification Partners LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: BARRY FINGERHUT

Title: CEO

Signature: 

Date: 04-10-2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-173 - Electronic Books for Media Centers (OverDrive)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and OverDrive Digital, Inc., with a term that commences July 1, 2026, and concludes June 30, 2029, with the budget authority in the amount of $375,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$375,000. The Agreement will be funded through the General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

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

EXECUTIVE SUMMARY

AGR26-173 – Electronic Books for Media Centers (OverDrive)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and OverDrive Digital, Inc., with a term that commences July 1, 2026, and concludes June 30, 2029, with the budget authority in the amount of $375,000.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 4120
Statutory Requirement	• FL Stat. 1006.28 and FL Stat. 1006.40
If the School Board votes "Yes"	• If the School Board votes yes, students and teachers will have equitable, anytime access to high-quality digital reading materials (eBooks, audiobooks, and read-alongs). OverDrive (Sora) extends the school library beyond campus, supports diverse learners through multiple formats and accessibility features, and aligns digital reading resources with instructional and literacy goals.
If the School Board votes "No"	• If the School Board votes no, students will continue to face inconsistent access to digital reading materials outside the physical school library, limiting opportunities for equitable and anytime literacy support. The District may also miss an opportunity to support diverse learners with accessible formats and to align digital reading resources with instructional and equity goals.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• By June 2029, SBBC aims to have at least 40% of students using Sora to read eBooks or audiobooks that support the English Language Arts Benchmarks for Excellent Student Thinking (B.E.S.T) Standards. Progress will be tracked through Sora usage reports (books opened, checkouts, minutes read, and unique users), and year-over-year growth in these metrics will guide collection development and instructional support.

Background/History:
OverDrive (Sora) is an Emerging/Small/Minority/Veteran/Women-owned Business Enterprise that provides District-wide access to digital library lending services for students, staff, and administrators. These services are used in the school library and classrooms for instructional purposes. Individual schools may purchase electronic books for their library collections. Sora is not duplicate software.

Sora provides extensive support to school libraries by offering a comprehensive digital reading platform that enhances the educational experience for students, teachers, and administrators. Sora ensures that students can access resources at home and school, making libraries more accessible to all students, including those with disabilities.

Cypress Bay High School has embraced digitization, with the entire book collection available in electronic format through Sora, an OverDrive product. The digital library has a vast collection of over 10,000 age-appropriate electronic books. Additionally, OverDrive has helped create an online Chinese-language library specifically for Cypress Bay's Advanced Placement (AP) Chinese program. The program's second language learners can now use Sora to access the definitions feature and a link to Google Translate. The collection also includes books in their native language.

Under F.S. § 1006.28(4)(f), a certified media specialist selects titles to be purchased from vendors such as Sora, fulfilling the mandate that "each book made available to students must be selected by a School District employee who holds a valid educational media specialist certificate". Sora offers a local control option that enables the District Administration to remove digital content from the school or District-wide immediately. This tool enables filtering at the District level to comply with new legislation.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The original Agreement is for a term of three years, beginning July 1, 2026, through June 30, 2029, with two one-year renewal options. Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): OverDrive Digital, Inc.
Multi-Year Agreement:	Yes. This multi-year contract provides the District with pricing continuity and protection against market fluctuations.
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III, (D) and (E) rule 6A-l.012, 11(b) and 14, Florida Administrative Code, Section III (D), competitive solicitation is not required for the purchase of any type of educational services, copyrighted materials, instructional materials, and computer software.

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

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to the District of $375,000. The Agreement will be effective from July 1, 2026, through June 30, 2029.
2. The Agreement will be funded through the General Fund.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 – 6/30/2029	36 months	$375,000

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund Budget	$125,000
FY28	12 months	General Fund Budget	$125,000
FY29	12 months	General Fund Budget	$125,000

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Sora increases student reading engagement, supports diverse learners through accessible and multilingual formats, and aligns classroom instruction and literacy goals.
School Selection /Prioritization	District-Wide
Community/ Stakeholder Engagement	Teachers and media staff from various schools participated in a usage and evaluation survey designed to gather their insights and detailed feedback on the OverDrive (Sora) digital content platform. Through this process, these educators and library professionals provided valuable input regarding the effectiveness and instructional integration of OverDrive (Sora) resources within their classrooms and media programs.
End-User Input	Survey results from the 2026 survey indicate that: • A majority of responding educators reported using Sora in their classrooms or media programs, demonstrating practical integration into instruction and reading initiatives. • 73% of respondents expressed interest in continued or future use of Sora, reflecting strong confidence in the platform's instructional value and usability. • Overall satisfaction ratings ranged from 4.4 out of 5, indicating high levels of approval among end users responsible for implementation and student support. In addition to survey feedback, increasing year-over-year usage metrics such as growth in unique users, checkouts, books opened, and total reading time further reflect student engagement driven by educator adoption and promotion of the platform.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

STAKEHOLDER ENGAGEMENT/ END-USER INPUT:

	January 1, 2023 – December 31, 2023	January 1, 2024 – December 31, 2024	January 1, 2025 – December 31, 2025
Books Opened	23,884	46,327	154,090
Checkouts	24,056	50,945	171,316
Users	8,958	13,430	27,667
Total Minutes Read	446,147 Minutes	679,439 Minutes	1,722,092 Minutes

RETURN ON INVESTMENT (ROI):

	Total Activity	Holds	Copies Purchased	Checkouts	Spent	ROI (spent per checkout)
Elementary	205,617	34,551	4,578	88,778	$63,640	$0.37
Middle	3,961	557	1,037	2,240	$13,073	$3.84
High	10,113	1,306	1,420	2,188	$22,951	$2.61

Miami-Dade County Public Schools officially uses Sora by OverDrive as its student digital reading platform. A balanced mix of physical and digital books is essential for 21st-Century students, as print supports focus and foundational reading skills while digital texts expand access, flexibility, and personalization. Together, they ensure all students can engage in learning in ways that meet diverse needs and prepare them for academic and digital literacy demands.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-173	**Preparation Date:**	April 29, 2026
Previous Bid # (Ex: 10-004R):	FY21-165	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$375,000	**Bid Title:**	Electronic Books for Media Centers (OverDrive)
Previous Award Total:	$240,208		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	7/20/2021	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	57

SPEND REPORTING	
Purchase Order(s) Spend:	$232,111
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$232,111**
Average Monthly Expenditure:	$4,072
Unused Authorized Spending:	**$8,097**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
129660-OVERDRIVE INC	N/A		$ 232,111
	PO VENDOR SPEND:		**$ 232,111**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 232,111**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2730097880	**Name** (First & Last)	Sherri N. Wilson
Fund	1000	**Title**	Director
Functional Area	6200722000000000	**Department/School Name**	Innovative Learning
Commitment Item	56920000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	4/28/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

OVERDRIVE DIGITAL, INC.
(hereinafter referred to as "OverDrive"),
whose principal place of business is
One OverDrive Way, Cleveland, Ohio 44125

RECITALS

A. **WHEREAS**, OverDrive is a digital content and technology provider.

B. **WHEREAS**, SBBC intends to ensure District-wide availability of OverDrive's digital library lending services to students, staff, and administrators, supporting both school library resources and classroom instructional needs.

D. **WHEREAS**, pursuant SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived for SBBC's purchase of educational services, any type of copyright materials, computer software, and information technology.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct, and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **VENDOR Responsibilities**. OverDrive offers district-wide access to a curated digital library of eBooks, audiobooks, and magazines for students, teachers, and administrators via its Sora application, which includes complimentary Sora Starter content. This platform supports both classroom and independent reading.

2.2.1 OverDrive will make its software platform, Sora, available district-wide to students, teachers, and administrators at SBBC, and access will be provided through SBBC's automation system, Clever.

2.2.2 SBBC will have access to the Sora Starter digital content, which is free and can be accessed an unlimited number of times by SBBC without incurring any costs. Included with Sora is the Sora Starter collection of over 200 titles.

2.2.3 OverDrive shall create a single website for School Account's and End Users' use of the OverDrive service. School Account shall implement and maintain reasonable measures to ensure that only authorized End Users have access to OverDrive's Digital Content.

2.2.4 OverDrive provides the School Account with access to an administrative account for the purpose of reporting and managing Digital Content. This administrative access is non-transferable. The login credentials for the administrative account are strictly confidential and must not be shared or disclosed. The School Account is responsible for maintaining the confidentiality of both the administrative account and its associated login credentials.

2.2.5 SBBC will have a Customer Success Manager assigned to support all aspects of product use.

2.2.6 OverDrive shall provide online training, webinars, and recorded trainings for SBBC staff. Live online training will be conducted up to two (2) times per year, and webinar training will be conducted up to four (4) times per year. Webinars will be conducted on a regular basis to disseminate best practices and encourage discussion regarding effective strategies for implementation in each school.

2.2.7 OverDrive provides customer service and/or tech support and unlimited/simultaneous use at no cost to SBBC.

2.2.8 OverDrive offers a local control feature that enables district administrators to instantly remove digital content from an individual school or the entire district.

2.2.9 OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the digital platform because of changes in technology to provide new versions, updates, or corrections for any software, hardware, or operating system.

2.3 **VENDOR and SBBC Responsibilities**.

2.3.1 OverDrive and SBBC shall participate in regular coordination meetings (virtual or in-person) to review implementation progress, platform usage, district needs, and upcoming priorities.

2.3.2 The Parties shall jointly review browsing statistics, circulation trends, and academic needs to ensure the digital collection aligns with SBBC curriculum goals.

2.3.3 OverDrive and SBBC shall collaborate to evaluate the effectiveness of training and adjust offerings as needed.

2.4 **SBBC's Responsibilities**.

2.4.1 SBBC may acquire additional digital content via OverDrive's online marketplace. Through the OverDrive Marketplace, which serves as Sora's book purchasing and administrative portal, school media specialists and designated district personnel can select from millions of eBooks, audiobooks, and magazines to enhance reading and learning objectives. Titles are available in more than 100 languages to support English language learners and bilingual students. A variety of unique formats are offered to engage all readers, including audiobooks, read-alongs, picture books, comics, and graphic novels.

2.4.2 SBBC provides direction to schools on how to use Sora for eBooks, audiobooks, magazines, and digital resources, including what content can be purchased and how the contract supports instructional use.

2.5 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is Three Hundred Seventy-Five Thousand Dollars and 00/100 Cents ($375,000.00) as outlined below.

2.5.1 One Hundred Twenty-Five Thousand Dollars and 00/100 Cents ($125,000.00) for OverDrive subscription services from July 1, 2026, through June 30, 2027.

2.5.2 One Hundred Twenty-Five Thousand Dollars and 00/100 Cents ($125,000.00) for OverDrive subscription services from July 1, 2027, through June 30, 2028.

2.5.3 One Hundred Twenty-Five Thousand Dollars and 00/100 Cents ($125,000.00) for OverDrive subscription services from July 1, 2028, through June 30, 2029.

2.6 **Payment**.

2.6.1 Subsequent to the Effective Date of this Agreement SBBC will issue an appropriate purchase order to OverDrive. SBBC will issue an appropriate purchase order to OverDrive subsequent to the Effective Date of this Agreement, and every July 1st thereafter during the term of this Agreement.

2.6.2 OverDrive shall submit proper and appropriate invoices to the following address:

Innovative Learning
Dr. Sherri N. Wilson/Innovative Learning Director
600 SE 3rd Avenue, 5th Floor, Fort Lauderdale, FL 33301

2.6.3 OverDrive shall issue proper and appropriate invoices that contain reference to the services provided to SBBC under this Agreement, the respective cost, and respective date range, as specifically stated as follows:

2.6.3.1 On or after July 1, 2026, OverDrive shall submit an invoice to SBBC in the amount of One Hundred Twenty-Five Thousand Dollars and 00/100 Cents ($125,000.00) for OverDrive subscription services from July 1, 2026, through June 30, 2027.

2.6.3.2 On or after July 1, 2027, OverDrive shall submit an invoice to SBBC in the amount of One Hundred Twenty-Five Thousand Dollars and 00/100 Cents ($125,000.00) for OverDrive subscription services from July 1, 2027, through June 30, 2028.

2.6.3.3 On or after July 1, 2028, OverDrive shall submit an invoice to SBBC in the amount of One Hundred Twenty-Five Thousand Dollars and 00/100 Cents ($125,000.00) for OverDrive subscription services from July 1, 2028, through June 30, 2029.

2.6.4 SBBC will make payment to OverDrive within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7 **SBBC Disclosure of Education Records**.

2.7.1 SBBC employees will provide OverDrive with the education records listed in this section for the following purposes:

2.7.1.1 To provide access to age-appropriate, digital content (including eBooks and audiobooks) to students and teachers.

2.7.1.2 To create an account for each user.

2.7.2 SBBC employees will provide OverDrive with the following education records, via SBBC's integration system:

2.7.2.1 Student's First and Last Name.

2.7.2.2 Student's Identification Number.

2.7.2.3 School Name.

2.7.2.4 Student's Grade Level.

2.7.3 In addition to the education records being provided by SBBC employees, in this section, students will input the following information into OverDrive's online platform: students' notes and annotations. OverDrive shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Chil-dren's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into OverDrive's online platform, or when OverDrive engages in passive tracking of children's personal infor-mation, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

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

2.7.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in OverDrive's privacy policies, if any.

2.8 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.8.1 **Privacy**. Notwithstanding any provision to the contrary within this Agreement, OverDrive shall:

2.8.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.8.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the

parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.8.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.8.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 **IT Security**. Notwithstanding any provision to the contrary within this Agreement, OverDrive shall:

2.8.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.8.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.8.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.8.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.8.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.8.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.8.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.8.3 **Liability**. OverDrive shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.9 **SBBC Disclosure of Employee Records.**

2.9.1 SBBC employees will provide OverDrive with the employee records listed in this section for the following purposes:

2.8.1.1 To provide staff access to digital content (including eBooks and audiobooks).

2.8.1.2 To create an account for each user.

2.9.2 SBBC employees will provide OverDrive with the following employee records, via SBBC's integration system:

2.9.2.1 Employee's First and Last Name.

2.9.2.2 Employee's Personnel Number.

2.9.2.3 School association (name of school).

2.9.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in OverDrive privacy policies, if any.

2.10 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.10.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, OverDrive shall:

2.10.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.10.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.10.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.10.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.10.2 **IT Security**. Notwithstanding any provision to the contrary within this Agreement, OverDrive shall:

2.10.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.10.2.2 Notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and

take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.10.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.10.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.12 **Assessment of Data Protection Controls**.

2.12.1 OverDrive or any of OverDrive's subcontractors with access to SBBC data shall provide an attestation stating OverDrive and/or OverDrive's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by OverDrive or any of OverDrive's subcontractors with access to SBBC data under this Agreement.

2.12.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.12.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.12.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.12.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet OverDrive's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.12.1.4 Monitoring compliance with established security controls.

2.12.3 OverDrive and/or OverDrive's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. OverDrive shall provide

SBBC an attestation of continued compliance by OverDrive and/or OverDrive's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.13 **Inspection of VENDOR's Records by SBBC**. OverDrive shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All OverDrive's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of OverDrive directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.13.1 **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to OverDrive's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to OverDrive pursuant to this Agreement.

2.13.2 **Notice of Inspection**. SBBC's agent or its authorized representative shall provide OverDrive reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.13.3 **Audit Site Conditions**. SBBC's agent or its authorized representative shall have reasonable access to OverDrive's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.13.4 **Failure to Permit Inspection**. Failure by OverDrive to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any OverDrive's claims for payment.

2.13.5 **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by OverDrive in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by OverDrive. If the audit discloses billings or charges to which OverDrive is not contractually entitled, OverDrive shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.13.6 **Inspection of Subcontractor's Records**. If applicable, OverDrive shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by OverDrive to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to OverDrive pursuant to this Agreement and such excluded costs shall become the liability of OverDrive.

2.13.7 **Inspector General Audits**. OverDrive shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.14 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To OVERDRIVE	OverDrive Digital, Inc. One OverDrive Way, Cleveland, Ohio 44125
With a Copy to:	General Counsel One OverDrive Way, Cleveland, Ohio 44125

2.15 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party

must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.16 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, OverDrive, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of OverDrive under penalty of perjury stating that OverDrive does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject OverDrive to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if OverDrive is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with OverDrive's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.17 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by OverDrive that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. OverDrive further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. OverDrive acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. OverDrive further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if OverDrive (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if OverDrive is found to have submitted a false certification, has been placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **Background Screening.** OverDrive shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of OverDrive's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of OverDrive or its personnel providing any services under this Agreement. OverDrive shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to OverDrive and its personnel. The parties agree that the failure of OverDrive to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit OverDrive to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. OverDrive agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from OverDrive's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.19 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. OverDrive shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, OverDrive shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. OverDrive shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if OverDrive does not transfer the public records to SBBC. Upon completion of the Agreement, OverDrive shall transfer, at no cost, to SBBC all public records in possession of OverDrive or keep and maintain public records required by SBBC to perform the services required under the Agreement. OverDrive transfers all public records to SBBC upon completion of the Agreement; OverDrive shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OverDrive keeps and maintains public records upon completion of the Agreement, OverDrive shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.20 **Proprietary Information**.

2.20.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.20.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.21 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.21.1 **By SBBC**. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.21.2 **By VENDOR**. OverDrive agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by OverDrive, its agents, servants, or employees; the equipment of OverDrive, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of OverDrive or the negligence of OverDrive's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by OverDrive, SBBC, or otherwise.

2.22 **Insurance Requirements**. OverDrive shall comply with the following insurance requirements throughout the term of this Agreement:

2.22.1 **General Liability**. OverDrive shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.22.2 **Professional Liability/Errors & Omissions**. OverDrive shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.22.3 Cyber Liability/Technology Errors & Omissions: OverDrive shall maintain insurance for breaches of personally identifiable information and data caused by VENDOR, its employees, its systems, or its software, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by VENDOR as a result of such data breaches.

2.22.4 **Workers' Compensation**. In accordance with Chapter 440, Florida Statutes, OverDrive shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.22.5 **Auto Liability**. OverDrive shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If OverDrive does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by OverDrive must be furnished to SBBC stating the following: OverDrive Digital does not own any vehicles. If OverDrive Digital acquires any vehicles during the term of the Agreement, OverDrive Digital agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.22.6 **Acceptability of Insurance Carriers**. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and have a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.22.7 **Verification of Coverage**. Proof of the required insurance must be furnished by OverDrive to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit OverDrive sufficient time to remedy any deficiencies. OverDrive must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.22.8 **Required Conditions**. Liability policies must include the following terms on the Certificate of Insurance:

2.22.8.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.22.8.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.22.8.3 Certificate Holder: The School Board of Broward County, Florida, Risk Management Department, 600 SE 3rd Avenue, 11th Floor, 600 SE Third Avenue, Fort Lauderdale, Florida 33301

2.22.9 **Cancellation of Insurance**. OverDrive is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.22.10 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.23 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.24 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

2.26 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida

Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement, and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind to the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant

to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and

audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

(Corporate Seal)

FOR VENDOR:

ATTEST:

OVERDRIVE DIGITAL, INC.

By: _____

Corporate Secretary Signature

Print Name: Erica Lazzaro

-or-

Title: EVP + General Counsel

Witness Signature

Print Name: Sarah Lintern

Date: 05/13/26

Witness Signature

Print Name: Sam Sheffield

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 05/13/26 (*date*) by Erica Lazzaro (*name of officer or agent, title of officer or agent*) of OverDrive Digital, Inc. (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced n/a (*type of identification*) as identification and who did first take an oath this 13th day of May, 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

Claire Smrekar

Printed Name of Notary

Claire Smrekar
Notary Public, State of Ohio
My Commission Expires:
March 5, 2028

03/05/28

Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-174 – Curriculum Certification Programs/Culinary/Hospitality (NRAS)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and National Restaurant Association Solutions, LLC (NRAS), and the budget authority in the amount of $900,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$900,000. The Agreement will be funded through Fund: 1000 Cape Funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

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

EXECUTIVE SUMMARY

AGR26-174 – Curriculum Certification Programs for Culinary and Hospitality (NRAS)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and National Restaurant Association Solutions, LLC (NRAS) with a term that commences on September 1, 2026, and concludes on August 31, 2029, and the budget authority in the amount of $900,000.

General Information

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

District-zone Impact/Board Member: District-Wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The Culinary, Hospitality, and Tourism programs will be able to provide the ServSafe industry certification exam to students, which aligns with their Career & Technical Education (CTE) pathway.
If the School Board votes "No"	• The Culinary, Hospitality, and Tourism programs will not be able to provide the ServSafe industry certification exam to students, which aligns with their CTE pathway, thus removing the ability to earn funding and acceleration for our schools.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Continued success in industry certification attainment preparation across culinary, hospitality, and tourism pathways. Over the last three years, we have had a passing rate of 2,317, 76%, thus demonstrating career readiness and generating $2,317,000 back to our CTE programs. In addition, each student who passed this exam earned one acceleration point for their school. By June 2029, the passing rate will increase from 76% to 80%.

Background/History:
The National Restaurant Association is an agency that provides educational and curriculum materials that prepare students for the ServSafe industry certification exam. In addition, this agency provides access to the online ServSafe exam. This Agreement encompasses data-sharing elements enabling teachers and students to obtain certification.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The Term of this Agreement commences on September 1, 2026 ("Effective Date"), and concludes on August 31, 2029, unless terminated earlier pursuant to the Termination section of the Agreement and, upon the approval of both parties in writing in the form of an Amendment to the Agreement executed by both parties, may be extended for two additional one-year periods.
Multi-Year Agreement:	The current Agreement is scheduled to expire on August 31, 2026. The New Agreement Term will commence on September 1, 2026, and conclude on August 31, 2029, with the option of two additional one-year renewal periods.
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method:** Pursuant to Purchasing Policy 3800, Section III (D) and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

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

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to the District in the amount of $900,000 for the initial three-year term of the Agreement.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
9/1/2026 – 8/31/2029	36 months	$900,000

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

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

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	Cape Fund: 1000	$300,000
FY28	12 months	Cape Fund: 1000	$300,000
FY29	12 months	Cape Fund: 1000	$300,000

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	All high schools offering culinary and/or hospitality programs may access the ServSafe industry certification exams, ensuring consistency in certification testing across the District. The integration of ServSafe certification, an essential, nationally recognized credential in the foodservice and hospitality industries, directly supports Career and Technical Education (CTE) pathways by providing students with tangible, employer-recognized credentials that enhance employability and readiness for internships and postsecondary opportunities. Additionally, access to certification testing contributes to school accountability measures by generating acceleration points and increasing potential funding tied to student achievement. Ultimately, this initiative strengthens program quality, promotes equity across schools, and aligns classroom learning with real-world

	industry expectations, ensuring students graduate with both the knowledge and credentials needed to succeed in high-demand hospitality careers.
School Selection /Prioritization	There will be no prioritization needed, as all high schools that have applicable programs will have access.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-174	**Preparation Date:**	May 15, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$900,000	**Bid Title:**	Curriculum Certification Programs for Culinary and Hospitality (NRAS)
Previous Award Total:	N/A		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	N/A	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	N/A	**# of Months Into Bid:**	N/A

SPEND REPORTING	
Purchase Order(s) Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

"Certification Types*
Firms may acquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise"

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	**Name** (First & Last)	Maria M. Formoso
Fund	1000	**Title**	Director
Functional Area	5652630620000000	**Department/School Name**	Career, Tech. Adult & Commun. Ed
Commitment Item	57330000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/15/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NATIONAL RESTAURANT ASSOCIATION SOLUTIONS, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
233 South Wacker Drive, Suite 3600, Chicago Illinois 60606

RECITALS

A. **WHEREAS**, VENDOR is a provider of curriculum and industry certifications for culinary and hospitality students; and

B. **WHEREAS**, SBBC and VENDOR desire to offer students and teachers across all SBBC Culinary and Hospitality & Tourism pathways, access to VENDOR printed materials and online ServSafe Industry Certification Exams; and

C. **WHEREAS**, SBBC will use these materials and examinations to prepare students to sit for industry-based, CAPE-approved certifications; and

D. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on September 1, 2026 ("Effective Date") and concludes on August 31, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **VENDOR Responsibilities**. VENDOR shall provide to SBBC, products and services ("Services"), including all VENDOR hospitality and tourism curricula, training materials, and certification exams from VENDOR, including ServSafe food safety programs, Hospitality and Tourism Management curriculum and related credentials, and Foundations of Restaurant Management and Culinary Arts curriculum and related credentials, pursuant to one or more purchase order(s).

2.3 **Cost**. The cost for the commodities and services provided by VENDOR is detailed in **Ex-hibit A**. The total cost to SBBC for the commodities and services under this Agreement will be Three Hundred Thousand Dollars and 00/100 Cents ($300,000.00) per year from September 1, 2026 through August 31, 2029; and Three Hundred Thousand Dollars and 00/100 Cents ($300,000.00) per year for two (2) additional one (1) year extensions.

2.4 **Payment**.

2.4.1 Subsequent to the Effective Date of this Agreement SBBC will request a quote from VENDOR. VENDOR will provide quote to SBBC which will then generate and issue VENDOR an appropriate purchase order.

2.4.2 VENDOR shall submit proper and appropriate invoices to the address on the purchase order in the following format

Requested School Name
School Administrator
School Address

2.4.3 VENDOR shall issue proper and appropriate invoices that contain reference to the curriculum and industry certification vouchers to SBBC under this Agreement, the respective cost, respective date range, and the total number of curriculum access and/or industry certification vouchers being purchased.

2.4.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.5 **SBBC Disclosure of Education Records.**

2.5.1 SBBC employees will provide VENDOR with the education records in this section for the following purposes:

2.5.1.1 To create an account for students to access the VENDOR Industry Certification Exams.

2.5.1.2 To provide reports (including test scores) at the instructor, school, and district level regarding student scores.

2.5.2 SBBC employees will provide VENDOR with the following education records, via VENDOR'S online platform.

2.5.2.1 Student first and last name

2.5.2.2 Student email address

2.5.3 In addition to the education records being disclosed by SBBC employees in this section, students will input the following information into VENDOR's online platform: Demographics (Date of birth, place of birth, ethnicity, or race), and student answers to certification pretest and final industry certification exams, student course grades, student course data, student course grades/performance scores. To the extent applicable, VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. Vendor's online platform is not intended for use by students under the age of thirteen (13).

2.5.4 SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing the education records listed in this section. The consent form is part of **Exhibit B** (Addendum for Educational Institutions and Student Participation Consent Form).

2.5.5 The requirements of this section shall supersede any uses and disclosures of education records or the like, as listed in VENDOR's privacy policies if any.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to employees records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.6.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.6.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.6.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.6 Be responsible for any fines or penalties for VENDOR's failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.6.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.6.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.6.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.6.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

2.7 **SBBC Disclosure of Employee Records.**

2.7.1 SBBC employees will provide VENDOR with the employee records in this section for the following purposes:

2.7.1.1 To create an account for employees to access the VENDOR Industry Certification exam results.

2.7.1.2 For SBBC teachers to access practice exams

2.7.1.3 For SBBC teachers to access industry certification exams

2.7.2 SBBC will provide VENDOR with the following employee records, via VENDOR'S online platform

2.7.2.1 Employee first and last name
2.7.2.2 SBBC email address
2.7.2.3 SBBC Address
2.7.2.4 SBBC phone number
2.7.2.5 Create password
2.7.2.6 School Identification number
2.7.2.7 Instructor ID
2.7.2.8 Employment Company Name
2.7.2.9 Work Experience Type ID
2.7.2.10 Application Request Type (instructor, proctor, instructor/proctor dual role)
2.7.2.11 References – first, last, title, phone, email, company name
2.7.2.12 Education – school name, address, city, state, zip, country, phone, degree, year degree awarded, education level
2.7.2.13 Work Requirements

2.7.3 In addition to the employee records being disclosed by SBBC employees in this section, employees will also input the following information into VENDOR's online platform: Exam answers and scores.

2.7.4 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.8 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.8.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.8.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.8.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.8.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.8.2.1 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.8.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

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

2.9 **VENDOR Re-Disclosure of SBBC Education Records and Employee Records**. VENDOR may re-disclose score information to the student, to the Instructor/Proctor of a student's exam offered by VENDOR, to all state/local health and/or regulatory agencies, and in accordance with the Addendum for Educational Institutions form and Student Participation Consent Form set forth in Exhibit B. Subprocessors/Service Providers - Below are the third parties VENDOR engaged to perform functions on VENDOR's behalf:

2.9.1 Tiny LMS – Learning Management System
2.9.2 Kentico – Content Management System
2.9.3 Ping Federated – Authentication and SSO
2.9.4 SQL Server – Database
2.9.5 Tableau – Regulatory Maps
2.9.6 CGI Desktop – Service Center
2.9.7 iMIS – Association Management System
2.9.8 NetSuite – ERP
2.9.9 SalesForce – Marketing
2.9.10 Teleforms – Print Exam Grading
2.9.11 Liaison – Sensitive Data Tokenization
2.9.12 Avalara – Tax Calculations
2.9.13 R.R. Donnelly – Warehouse (Print materials)
2.9.14 RadWare – Application Firewall

2.9.15 PayPal – PayFlow Pro

2.9.16 Heartland – Merchant Bank

2.9.17 Google Analytics – Marketing

2.9.18 Public certificate lookup tool (optional, consent required) - To publicly post which certificates and/or certifications a student has received from VENDOR, with the student's consent.

2.9.19 Florida Restaurant Association - To share data with State Restaurant Associations that the VENDOR works with for the purposes of membership and program administration, exam security, advocacy, sales and marketing, and other purposes in order to provide VENDOR's services.

2.10 **Third Party Safeguarding the Confidentiality of Education Records and Employee Records.**

For any and all education records and employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC upon reasonable request by SBBC (but no more than once per year).

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.1.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written reasonable request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12.8 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Career, Technical, Adult and Community Education The School Board of Broward County, Florida 1701 NW 23rd Avenue Fort Lauderdale, Florida 33311
To VENDOR:	National Restaurant Association Solutions, LLC Attn: Eric Weiss 233 South Wacker Drive, Suite 3600 Chicago, Illinois 60606
With a Copy to:	Legal Counsel 2055 L Street, NW Washington, DC 20036

2.13 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to

verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.14 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.15 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.16 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.17 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT

DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.18 **Proprietary Information**.

2.18.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.18.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings.

2.18 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.18.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.18.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their

employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.19 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.19.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.19.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.19.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.19.4 Auto Liability. If applicable to VENDOR's services, VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the fol-lowing: National Restaurant Associations Solutions, LLC does not own any vehicles. If National Restaurant Associations Solutions, LLC acquires any vehicles during the term of the Agreement, National Restaurant Associations Solutions, LLC agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.19.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.19.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Man-agement Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must ver-ify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.19.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.19.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.19.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.19.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.19.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.19.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.20 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

2.22 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.23 **Incorporation by Reference. Exhibits A and B** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be

applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be

abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this

Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

(Corporate Seal)

FOR VENDOR:

NATIONAL RESTAURANT ASSOCIATION SOLUTIONS, LLC

ATTEST:

Corporate Secretary Signature

-or-

By: Sherman L Brown

Print Name: Sherman Brown

Title: Executive Vice President

Date: 4.14.26

Witness Signature
Print Name: _____

Witness Signature
Print Name: _____

~~STATE OF~~ District of Columbia
~~COUNTY OF~~ City of Washington

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this April 14, 2026 (*date*) by Sherman Brown, EVP (*name of officer or agent, title of officer or agent*) of National Restaurant Association Solutions, LLC (*name of corporation acknowledging*), an Illinois (*state or place of incorporation*) ~~corporation~~, LLC on behalf of the ~~corporation~~ LLC. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 14th day of April, 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

Chris Carrington
Notary Public, District of Columbia
My Commission Expires 9/30/2028

Printed Name of Notary

n/a

Notary's Commission No.

Exhibit A

School Board of Broward County Master Product List

FRMCA 3/e			
Package Description	SKU	ISBN	Price*
Level 1 Student Textbook	FL1ST	978-1-58280-335-7	$81.00
Level 1 eBook Subscription	FL12EVST2	978-1-58280-381-4	$36.50
Level 1 Student Activity Guide	FL1AB	978-1-58280-338-8	$30.00
Level 1 Teacher Resources USB Revised	FL1TRR	978-1-58280-340-1	$181.50
Level 1 Online Exam Voucher	FL10EV	978-1-58280-341-8	$19.50
Level 2 Student Textbook	FL2ST	978-1-58280-342-5	$81.00
Level 2 eBook Subscription (1 year)	FL22EVST2	978-1-58280-390-6	$36.50
Level 2 Student Activity Guide	FL2AB	978-1-58280-345-6	$30.00
Level 2 Teacher Resources USB Revised	FL2TRR	978-1-58280-347-0	$181.50
Level 2 Online Exam Voucher	FL2OEV	978-1-58280-348-7	$19.50
2nd Edition Print Answer Sheet	FEAS2E	978-1-58280-349-4	$19.50
Product Description	SKU	ISBN	Price*
Student Package: - Student Textbook - Student Activity Guide	Level 1 FL1SPB Level 2 FL2SPB	978-1-58280-350-0 978-1-58280-354-8	$88.50
Student Print Package: - Student Textbook - Student Activity Guide - Print Answer Sheet	Level 1 FL1SPP Level 2 FL2SPP	978-1-58280-351-7 978-1-58280-355-5	$104.50

ServSafe				
SKU	Item		List Price	Discount Price (Academic CB9 and ProStart)
1030013141009.00	ServSafe Coursebook, 9th Edition		$99.50	$69.65
1030013541009.00	ServSafe Coursebook, 9th Edition, Text + Exam		$128.00	$89.60
1030013771009.00	ServSafe Coursebook, 9th Edition, Text + Exam Voucher		$125.00	$87.50
EG6R10ASTM	ServSafe Food Handler® ANAB English Guides	English, 10-pack - **EG6R10ASTM**	150	135
SSECT6	ServSafe Food Handler Online Course and Assessment BUNDLE	ServSafe Food Handler online course and exam (English, Spanish, Simplified Chinese, Korean, and Vietnamese) SSECT6	15	13.5
ALLERGEN2	ServSafe Allergens Online Course and Exam	The ServSafe Allergens course and Exam for managers and food handlers (ANAB/ASTM) **ALLERGEN2** English and Spanish online course and exam (replaces Primary) - SSAOLP3	25	22.5
SSAOLP3	ServSafe Alcohol Online Course and Primary Exam-3rd Edition		30	27
SWHPEOCEN1	Sexual Harassment Prevention for	Online Course for Restaurant Employees **(English)**	23	20.7

	Restaurants, Employee	SWHPEOCEN1		

Hospitality & Tourism Management			
Item	ISBN	List Price	Academic Discount
Textbook	978-1-97011-721-9	$115.00	$103.50
Workbook Activity Guide	978-1-97011-799-8	$42.00	$37.80
Teacher's Online Resources	978-0-86612-579-6	$468.50	$421.65
eBook 365-Day Access	978-0-86612-566-6	$47.50	$42.75
eBook integration	978-0-86612-577-2	$47.50	$42.75
Teacher eBook	978-0-86612-566-6	$156.50	$140.85
Hospitality & Tourism Specialist Online Exam	978-0-86612-578-9	$89.00	$70.47

item	ISBN	List Price	Academic Discount
Textbook + Print Exam	978-0-86612-571-0	$181.50	$163.35
Activity Guide + Exam (ExamFlex) Voucher	978-0-86612-572-2	$117.90	$106.11
eBook 365-Day Access + Exam (ExamFlex)	978-0-86612-574-1	$113.00	$103.68
Textbook + Student Workbook + Answer Sheet	978-0-86612-575-8	$218.50	$196.65

Guest Service Gold & START					
Program	**Product**	**Item**	**Item Display Name**	**Base Price**	**Academic: K-12**
Guest Service Gold	Golden Opportunities	50-502-13-53-10-02-EN	Guest Service Gold: Golden Opportunities Online Course and Certified Guest Service Professional Online Exam	60.00	54.00
Guest Service Gold	Golden Opportunities	50-502-13-53-10-02-ES	Guest Service Gold: Golden Opportunities Online Course and Certified Guest Service Professional Online Exam: Spanish	60.00	54.00
Guest Service Gold	Golden Opportunities	50-502-13-87-10-02-EN	Guest Service Gold: Golden Opportunities Workbook and Certified Guest Service Professional Exam (ExamFlex)	60.00	54.00
Guest Service Gold	Tourism	50-503-13-53-10-02-EN	Guest Service Gold: Tourism Online Course and Certified Guest Service Professional Online Exam	60.00	54.00
Guest Service Gold	Tourism	50-503-13-53-10-02-ES	Guest Service Gold: Tourism Online Course and Certified Guest Service Professional Online Exam: Spanish	60.00	54.00
Guest Service Gold	Tourism	50-503-13-87-10-02-EN	Guest Service Gold: Tourism Workbook and Certified Guest Service Professional Professional Exam (ExamFlex)	60.00	54.00
START	Front Desk Representative	51-511-13-53-10-04-EN	START Certified Front Desk Representative Online Course and Online Exam	60.00	54.00
START	Front Desk Representative	51-511-13-53-10-04-ES	START Certified Front Desk Representative Online Course and Online Exam: Spanish	60.00	54.00
START	Front Desk Representative	51-511-13-87-10-04-EN	START Certified Front Desk Representative Workbook and Exam (ExamFlex)	60.00	54.00
START	Guestroom Attendant	51-512-13-53-10-04-EN	START Certified Guestroom Attendant Online Course and Online Exam	60.00	54.00
START	Guestroom Attendant	51-512-13-53-10-04-ES	START Certified Guestroom Attendant Online Course and Online Exam: Spanish	60.00	54.00
START	Maintenance Employee	51-513-13-53-10-04-EN	START Certified Maintenance Employee Online Course and Online Exam	60.00	54.00
START	Maintenance Employee	51-513-13-53-10-04-ES	START Certified Maintenance Employee Online Course and Online Exam: Spanish	60.00	54.00
START	Maintenance Employee	51-513-13-87-10-04-EN	START Certified Maintenance Employee Workbook and Exam (ExamFlex)	60.00	54.00
START	Restaurant Server	51-514-13-53-10-04-EN	START Certified Restaurant Server Online Course and Online Exam	60.00	54.00
START	Restaurant Server	51-514-13-53-10-04-ES	START Certified Restaurant Server Online Course and Online Exam: Spanish	60.00	54.00
START	Restaurant Server	51-514-13-87-10-04-EN	START Certified Restaurant Server Workbook and Exam (ExamFlex)	60.00	54.00
START	Kitchen Cook	51-515-13-53-10-04-EN	START Certified Kitchen Cook Online Course and Online Exam	60.00	54.00

START	Kitchen Cook	51-515-13-53-10-04-ES	START Certified Kitchen Cook Online Course and Online Exam: Spanish	60.00	54.00
START	Kitchen Cook	51-515-13-64-10-04-EN	START Certified Kitchen Cook Online Course and Exam (ExamFlex)	60.00	54.00
START	Kitchen Cook	51-515-13-64-10-04-ES	START Certified Kitchen Cook Online Course and Exam (ExamFlex): Spanish	60.00	54.00

EXHIBIT B
ADDENDUM FOR EDUCATIONAL INSTITUTIONS

1. General: Pursuant to the Agreement, VENDOR has agreed to sell to SBBC and SBBC has agreed to buy from VENDOR certain products and/or services as described therein. This Addendum for Educational Institutions ("**Addendum**") is hereby deemed to be attached to and made a part of the Agreement and any reference to the Agreement is intended to include this Addendum.

2. Student or Parent/Guardian Consent: Because VENDOR will not have any direct contact or correspondence with any of the students of SBBC, SBBC hereby agrees to obtain all necessary prior written consents ("**Consent**") from each student using the products and services (or such student's parent/guardian if the student is a minor) for Solutions to use and disclose such student's personally identifiable information, including "educational records" as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232(g), as reasonably necessary for the provision of the products and services. Such Consent to be obtained by SBBC which shall be in substantially the form provided herewith (below), shall authorize and include all permissions and consents of each student or parent/guardian (as applicable) required by FERPA and any other applicable local, state or federal statute or regulation for VENDOR to:

    a. share or publicly disclose the student's certification status, educational training, test scores and such other personally identifiable information as reasonably required to attest to the certification status or other relevant information for users of the products and services;

    b. share with prospective employers or current employers of the student the certification status and professional training of such student; and

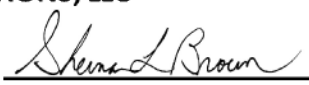
    c. provide information regarding additional products and services that Solutions believes may advance or enhance the workforce development or career opportunities of students.

3. Acknowledgement: SBBC acknowledges and agrees that VENDOR's products and services include the public posting or disclosure of training and certification undertaken by students in order to advance work and career opportunities. SBBC shall be solely responsible for obtaining an appropriate Consent from each student, or if necessary, the student's parent/guardian. SBBC will promptly notify VENDOR if it does not obtain an authorization from any student so that VENDOR will not post the student's results or records. SBBC shall provide VENDOR with a copy of a student's Consent upon the reasonable request of VENDOR or any applicable legal authority. SBBC acknowledges that Solutions is relying upon the performance of SBBC under this Addendum for compliance.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

This Addendum has been accepted and agreed with respect to the Agreement, as evidenced by a signature of an authorized representative of each party below:

NATIONAL RESTAURANT ASSOCIATION SOLUTIONS, LLC

By: 

Name: Sherman Brown

Title: Executive Vice President

Date: 4.14.26

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
STUDENT PARTICIPANT CONSENT FORM

The undersigned student attending the school designated below (the "Educational Institution") seeks to use certain training and certification programs (the "Programs") offered by National Restaurant Association Solutions, LLC ("NRAS" or VENDOR). In connection with the student's use of the Programs and related products and services, the student may provide VENDOR with the student's personally identifiable information ("PII"), including name, demographic information, username, and work and information generated in VENDOR's online platform (including course grades, course data, and performance scores) for purposes of reporting academic or certification results to the Educational Institution or potential employers, etc. VENDOR will use this information in compliance with its Privacy Policy (at www.servsafe.com/Privacy-Policy) to:

1. Administer the Programs in cooperation with the Educational Institution;
2. Share with the instructor or proctor of any exam taken by the student, state and local health or regulatory agencies, Educational Institution, prospective employers or current employers of a student the exam results, certification status and professional training of such student;
3. Post accreditation, certification or training results to its public website for access by employers, educators or others;
4. Share or publicly disclose such other education records or PII as reasonably required to attest to a student's certification status or for other purposes relevant to participants in the Programs; and
5. Provide information regarding additional training and certification programs that may advance or enhance the student's workforce development or career opportunities.

The School Board of Broward County, Florida will provide VENDOR with your educational records to create an account for students to access the ServSafe Industry Certification Exam and to provide reports at the instructor, school, and district level regarding student scores.

Pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) ("FERPA") and any other applicable federal, state and local laws and regulations (collectively, "Privacy Laws"), consent by parents/guardians of students who are minors or adult students may be required for the student's education records or PII to be disclosed and used as set forth above. For additional information regarding your student privacy rights and use of such information, please review the Privacy Laws and VENDOR's Privacy Policy (at www.servsafe.com/Privacy-Policy).

This Student Participant Consent Form permits a parent, guardian or adult student to authorize the release and use of the student's education records and PII as provided herein.

Information cannot be released and the student may not use the Programs or related services until a completed form is returned to the Educational Institution.

By signing below, you consent to the disclosure and use of the below-named student's education records and PII as set forth herein, and acknowledge that (1) you have the right not to consent, (2) you have a right to inspect the student's education records, and (3) you have the right to revoke this consent by provided express written notice at any time and this consent will remain in effect until such revocation is received.

Student's Full Name:	
Student Identifier (if any):	
Name of Educational Institution:	
Signature of Adult Student or Authorized Parent/Guardian (if student is under 18):	
Printed Name of Signatory:	
Date:	

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-187 - Student Digital Reading and Tracking Software – (Zoobean)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Zoobean, Inc., with a term that commences on July 1, 2026, and concludes on June 30, 2029, with the budget authority in the amount of $144,651. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$144,651. The Agreement will be funded through the General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

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

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

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

EXECUTIVE SUMMARY

AGR26-187 - Student Digital Reading and Tracking Software – (Zoobean)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Zoobean, Inc., with a term that commences on July 1, 2026, and concludes on June 30, 2029, with the budget authority in the amount of $144,651.

General Information

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

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 4120
Statutory Requirement	• Florida Statue 1006.28 and Florida Statue 1006.40.
If the School Board votes "Yes"	• Zoobean (Beanstack) increases student reading engagement while reducing staff time through automated tracking, ready-made challenges, and built-in reporting. Because it can be applied across the entire district, this approach makes full use of current library and classroom resources to boost literacy, all without needing extra teaching time or expensive tests. As a result, it is a cost-effective way to enhance reading culture, improve instructional efficiency, and support lasting student success.
If the School Board votes "No"	• SBBC will continue to rely on fragmented approaches to reading motivation, such as paper logs or quiz-based programs, which require more staff time to manage and provide limited insight into student reading engagement. Opportunities to build a consistent, districtwide culture of reading and to streamline data collection across schools will remain limited, placing continued strain on teachers while making it more difficult to monitor participation, celebrate progress, and sustain student motivation over time.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Guardrail 2: Equity • Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment	**Measurable Outcomes:** • By the end of the 2028-2029 school year, Broward County Public Schools (BCPS) will increase student participation in independent reading by ensuring that at least 60% of enrolled students participate in the school's log reading activity in Beanstack, with a 20% increase in average reading minutes logged per student compared to the previous year. Progress will be monitored quarterly using Beanstack participation and reading volume reports to support the District's outcomes for early literacy proficiency and K–12 reading engagement. **Return on Investment:** • By automating reading logs, challenges, and reports, it lessens the administrative burden on teachers and media specialists, saving valuable staff time. • Utilizes classroom and library materials already in place, eliminating the need for additional resources or assessments. • Boosts literacy without extra teaching time by using gamification and choice to motivate students and increase reading, supporting achievement in all subjects. • A single platform can serve various grade levels, schools, and programs across the district, allowing one investment to benefit a broader range of initiatives over time. • Reduces dependence on expensive quiz programs by delivering reading accountability and engagement data without high-stakes tests or per-quiz fees.

Background/History
SBBC has utilized Beanstack as part of its District-wide reading motivation efforts through Reading Across Broward, the Superintendent's long-standing K–12 leisure reading initiative. Within this program, students can track their reading using Beanstack as the District's digital application to document independent reading and earn certificates based on the number of minutes/books read during the school year.

SBBC's use of Beanstack aligns with a broader countywide literacy ecosystem that includes the Broward County Library system, which has used Beanstack for multiple years to support summer learning, early literacy initiatives, and community reading challenges. Broward County Library explicitly encourages BCPS students to link their school and public library Beanstack accounts, allowing reading logged for school programs to also count toward public library summer learning challenges, reinforcing continuity between school-year and out-of-school reading.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The original Agreement is for a term of three years, beginning July 1, 2026, through June 30, 2029, with two one-year renewal options. Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Yes, this multi-year contract provides the District with pricing continuity and protection against market fluctuations.
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III, (D) and (E) the Department of Education, Rule 6A-1.012(11)(b) and 14, Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for The School Board of Broward County, Florida's (SBBCs) purchase of educational services, any type of copyright materials, computer software, and information technology. For informational purposes: In the future, Procurement & Warehousing Services (PWS) will conduct competitive solicitations on all (copyrighted materials/ instructional materials/computer software and related services) not previously bid out.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to the District of $144,651. The Agreement will be effective from July 1, 2026, through June 30, 2029.
2. The Agreement will be funded through the General Fund.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/1/2026 – 6/30/2029	36 months	$144,651

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund	$48,217
FY28	12 months	General Fund	$48,217
FY29	12 months	General Fund	$48,217

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Beanstack provides schools with a centralized platform that motivates students to read by tracking independent reading while also strengthening school-to-home connections by engaging families in shared reading goals and aligning school literacy initiatives with district and community programs.
School Selection /Prioritization	District-wide
Community/ Stakeholder Engagement	Teachers and media staff from various schools participated in a usage and evaluation survey designed to gather their insights and detailed feedback on the Beanstack digital content platform. Through this process, these educators and library professionals provided valuable input regarding the effectiveness and instructional integration of Beanstack resources within their classrooms and media programs.
End-User Input	Survey results from the 2026 survey indicate that: A majority of responding educators reported using Beanstack in their classrooms or media programs, demonstrating practical integration into instruction and reading initiatives.

	75% of respondents expressed interest in continued or future use of Beanstack, reflecting strong confidence in the platform's instructional value and usability. Overall satisfaction ratings ranged from 4.3 out of 5, indicating high levels of approval among end users responsible for implementation and student support
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

- Beanstack is used by more than 40 Florida Public School Districts, including several of the state's largest, making it a widely adopted platform for reading engagement.
- Beanstack helps students, families, and communities set and track shared reading goals at home and school

Stakeholder Engagement

	January 1, 2023 – December 31, 2023	**January 1, 2024 – December 31, 2024**	**January 1, 2025 – December 31, 2025**
Books Read	506,591	602,617	663,993
Minutes Read	10,738,337	13,304,443	35,198,057
Earned Badges	601,930	915,420	984,204
Students	23,027	39,210	56,835

In addition to survey feedback, student achievement improves when reading engagement is consistent and monitored, as shown by Beanstack metrics. Key metrics like active student logging, total and average reading minutes, and challenge completion rates demonstrate independent reading habits that drive literacy. Other data, including earned badges, completed challenges, and classroom or school participation, help educators pinpoint areas needing support or enrichment.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-187	**Preparation Date:**	May 13, 2026
Previous Bid # (Ex: 10-004R):	FY22-053	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$144,651	**Bid Title:**	Student Digital Reading & Tracking Software(Zoobean)
Previous Award Total:	$254,326		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	5/18/2021	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	60

SPEND REPORTING	
Purchase Order(s) Spend:	$252,918
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$252,918**
Average Monthly Expenditure:	$4,215
Unused Authorized Spending:	**$1,408**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
134446-ZOOBEAN INC	N/A		$ 252,918
	PO VENDOR SPEND:		**$ 252,918**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 252,918**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2730097880	**Name** (First & Last)	Sherri N. Wilson
Fund	1000	**Title**	Director
Functional Area	6200722000000000	**Department/School Name**	Innovative Learning
Commitment Item	56920000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/13/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Zoobean, Inc.
(hereinafter referred to as "Zoobean"),
whose principal place of business is
3100 Clarendon Blvd, Suite #200
Arlington, Virginia 22201

RECITALS

A. **WHEREAS**, Zoobean offers a unique gamification platform called "Beanstack" where students can earn badges to celebrate the number of books they read, and teachers can be informed about students' reading habits and their time spent reading.

B. **WHEREAS**, Zoobean and SBBC desire to provide SBBC students with access to this software platform to facilitate independent reading.

C. **WHEREAS**, the Zoobean platform enables students, staff, and parents to record independent reading activities, monitor completion of educational tasks, submit reviews, and track both virtual badges earned and incentives received.

D. **WHEREAS,** SBBC aims to encourage student choice in reading, promote ongoing motivation, and foster a reading culture that supports lifelong success.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1012 11(b) and 14, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived for SBBC's purchase of educational services, any type of copyright materials, computer software, and information technology.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct, and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **VENDOR Responsibilities**. Zoobean shall provide SBBC with district-wide access to its software platform called "Beanstack", a web-based reading engagement platform that enables schools and districts to motivate, track, and support student reading through digital reading logs, customizable reading challenges, and data-rich reporting tools for educators and administrators.

2.2.1 Zoobean will make its software platform, Beanstack, available district-wide to students, teachers, and administrators at SBBC, and access will be provided through SBBC's automation system, Clever.

2.2.2 Zoobean will provide one website for School Accounts' and End Users to access Beanstack. School Account must ensure only authorized End Users can reach Zoobean's digital content.

2.2.3 Zoobean shall provide a Client Success Manager to facilitate implementation, on-site and webinar training, and ongoing support.

2.2.4 Zoobean shall provide promotional support including but not limited to designing thematic virtual badges for district-wide challenges, posters, and bookmarks.

2.2.5 Zoobean shall provide on-site training, webinars, and recorded trainings for SBBC staff. Live online training will be conducted up to two (2) times per year, and webinar training will be conducted up to four (5) times per year. Webinars will be conducted on a regular basis to disseminate best practices and encourage discussion regarding effective strategies for implementation in each school.

2.2.6 Zoobean shall provide ongoing maintenance and improvements to its platform.

2.2.7 Zoobean provides customer service and/or tech support and unlimited/simultaneous use at no cost to SBBC. Support tickets may be submitted through Zoobean's helpdesk and will be addressed within one (1) business day after submission.

2.2.8 Zoobean has the right, at any time, to make modifications to the operation, performance, or functionality of the digital platform because of changes in technology to provide new versions, updates, or corrections for any software, hardware, or operating system.

2.2.9 Zoobean's representative at each school may customize the school's Beanstack site to contain independent reading challenges and other content specific to the school. This may include content aligned with reading challenges.

2.3 **VENDOR and SBBC Responsibilities**.

2.3.1 Zoobean and SBBC shall participate in regular coordination meetings (virtual or in-person) to review implementation progress, platform usage, district needs, and upcoming priorities.

2.3.2 Zoobean and SBBC shall jointly review browsing statistics, circulation trends, and academic needs to ensure the digital collection aligns with SBBC curriculum goals.

2.3.3 Zoobean and SBBC shall collaborate to evaluate the effectiveness of training and adjust offerings as needed.

2.4 **SBBC's Responsibilities**.

2.4.1 SBBC shall work closely with Zoobean to determine the settings and content that will be common across all school sites. This includes the ways in which participants can log their independent reading (i.e. by books, minutes, pages, and/or days) and earn points (i.e. points for logging one book versus writing one review). It will also entail designing a district-wide reading challenge that is common across all schools.

2.4.2 SBBC shall provide the opportunity and venue to train school staff and coordinate for up to five (5) live webinar training sessions per year.

2.4.3 SBBC shall ensure that Zoobean has a clear single point of contact for each school. This contact may be a school librarian or other staff member including teachers or administrators in English Language Arts.

2.4.4 SBBC will collaborate with Zoobean to make sure each school follows the set process for implementation, training, and ongoing support. This includes straightforward systems

for every school's point of contact, helping to ensure both effective implementation and continued use.

2.4.5 SBBC shall promote the district-wide independent reading program through its existing channels including email, print, and in-person communication to students, parents, and local organizations.

2.4.6 SBBC may provide some additional special recognition for students, staff, and parents who are high achievers within the district-wide reading challenge.

2.5 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is One Hundred Forty-Four Thousand Six Hundred Fifty-One Dollars and 00/100 Cents ($144,651.00) as outlined below.

2.5.1 Forty-Eight Thousand Two Hundred Seventeen Dollars and 00/100 Cents ($48,217.00) for Zoobean subscription services from July 1, 2026, through June 30, 2027.

2.5.2 Forty-Eight Thousand Two Hundred Seventeen Dollars and 00/100 Cents ($48,217.00) for Zoobean subscription services from July 1, 2027, through June 30, 2028.

2.5.3 Forty-Eight Thousand Two Hundred Seventeen Dollars and 00/100 Cents ($48,217.00) for Zoobean subscription services from July 1, 2028, through June 30, 2029.

2.6 **Payment**.

2.6.1 Subsequent to the Effective Date of this Agreement SBBC will issue an appropriate purchase order to Zoobean. SBBC will issue an appropriate purchase order to Zoobean subsequent to the Effective Date of this Agreement, and every July 1st thereafter during the term of this Agreement.

2.6.2 Zoobean shall submit proper and appropriate invoices to the following address:

Innovative Learning
Dr. Sherri N. Wilson/Innovative Learning Director
600 SE 3rd Avenue, 5th Floor, Fort Lauderdale, FL 33301

2.6.3 Zoobean shall issue proper and appropriate invoices that contain reference to the services provided to SBBC under this Agreement, the respective cost, and respective date range, as specifically stated as follows:

2.6.3.1 On or after July 1, 2026, Zoobean shall submit an invoice to SBBC in the amount of Forty-Eight Thousand Two Hundred Seventeen Dollars and 00/100 Cents ($48,217.00) for Zoobean subscription services from July 1, 2026, through June 30, 2027.

2.6.3.2 On or after July 1, 2027, Zoobean shall submit an invoice to SBBC in the amount of Forty-Eight Thousand Two Hundred Seventeen Dollars and 00/100 Cents ($48,217.00) for Zoobean subscription services from July 1, 2027, through June 30, 2028.

2.6.3.3 On or after July 1, 2028, Zoobean shall submit an invoice to SBBC in the amount of Forty-Eight Thousand Two Hundred Seventeen Dollars and 00/100 Cents ($48,217.00) for Zoobean subscription services from July 1, 2028, through June 30, 2029.

2.6.4 SBBC will make payment to Zoobean within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.7 **SBBC Disclosure of Education Records**.

2.7.1 SBBC employees will provide Zoobean with the education records listed in this section for the following purposes:

2.7.1.1 To enable students to access the online platform to track reading and help facilitate reading competitions.

2.7.1.2 To create an account for each user.

2.7.1.3 Used for reporting purposes. Reports will be created for SBBC to provide performance statistics. Access to these reports is limited to selected employees. Some reports that are focused on individual student readers will contain personally identifiable information such as student's first and last name, student's identification number, age, and grade level.

2.7.2 SBBC employees will provide Zoobean with the following education records, via SBBC's integration system:

2.7.2.1 Student's First and Last Name.

2.7.2.2 Student's Identification Number.

2.7.2.3 School Name.

2.7.2.4 Student's Grade Level.

2.7.2.5 Student's Date of Birth.

2.7.2.6 Student's Teachers.

2.7.3 In addition to the education records supplied by SBBC employees, in this section, students will enter the following information into Zoobean's online platform: students' reading logs, computing activities, and book reviews as inputted by the students. Zoobean shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into Zoobean's online platform, or when Zoobean engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

2.7.4 **FERPA Exception to Consent**. Zoobean is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior to written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.7.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in Zoobean's privacy policies, if any.

2.8 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.8.1 **Privacy**. Notwithstanding any provision to the contrary within this Agreement, Zoobean shall:

2.8.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.8.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.8.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.8.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 **IT Security**. Notwithstanding any provision to the contrary within this Agreement, Zoobean shall:

2.8.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.8.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.8.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.8.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.8.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.8.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.8.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.8.3 **Liability**. Zoobean shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.8.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.9 **SBBC Disclosure of Employee Records.**

2.9.1 SBBC employees will provide Zoobean with the employee records listed in this section for the following purposes:

2.8.1.1 To create an account for each user.

2.8.1.2 To provide staff access to their students' reading data.

2.9.2 SBBC employees will provide Zoobean with the following employee records, via SBBC's integration system:

2.9.2.1 Employee's First and Last Name.

2.9.2.2 Employee's Personnel Number.

2.9.2.3 School association (name of school).

2.9.2.4 SBBC email address.

2.9.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in Zoobean privacy policies, if any.

2.10 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.10.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, Zoobean shall:

2.10.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.10.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.10.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.10.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.10.2 **IT Security**. Notwithstanding any provision to the contrary within this Agreement, Zoobean shall:

2.10.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.10.2.2 Notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.10.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.10.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.10.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.11 **Assessment of Data Protection Controls**.

2.11.1 Zoobean or any of Zoobean's subcontractors with access to SBBC data shall provide an attestation stating Zoobean and/or Zoobean's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by Zoobean or any of Zoobean's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet Zoobean's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.1.4 Monitoring compliance with established security controls.

2.11.3 Zoobean and/or Zoobean's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. Zoobean shall provide SBBC an attestation of continued compliance by Zoobean and/or Zoobean's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. Zoobean shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Zoobean's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and

verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of Zoobean directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to Zoobean's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Zoobean pursuant to this Agreement.

2.12.2 **Notice of Inspection**. SBBC's agent or its authorized representative shall provide Zoobean reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 **Audit Site Conditions**. SBBC's agent or its authorized representative shall have reasonable access to Zoobean's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 **Failure to Permit Inspection**. Failure by Zoobean to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any Zoobean's claims for payment.

2.12.5 **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Zoobean in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Zoobean. If the audit discloses billings or charges to which Zoobean is not contractually entitled, Zoobean shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 **Inspection of Subcontractor's Records**. If applicable, Zoobean shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Zoobean to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Zoobean pursuant to this Agreement and such excluded costs shall become the liability of Zoobean.

2.12.7 **Inspector General Audits**. Zoobean shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To ZOOBEAN	Zoobean, Inc. P.O. Box 4805 Carol Stream, IL 60197-4805
With a Copy to:	General Counsel 5614 Connecticut Avenue, Suite #227, Washington, DC 20015

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, Zoobean, when executing, renewing, or extending an

agreement with SBBC must provide an affidavit signed by an officer or representative of Zoobean under penalty of perjury stating that Zoobean does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject Zoobean to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if Zoobean is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with Zoobean's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Zoobean that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Zoobean further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Zoobean acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Zoobean further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Zoobean (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if Zoobean is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** Zoobean shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Zoobean's non-exempt employees, representatives, agents, and sub-contractors performing duties under this

Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Zoobean or its personnel providing any services under this Agreement. Zoobean shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to Zoobean and its personnel. The parties agree that the failure of Zoobean to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit Zoobean to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Zoobean agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Zoobean's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 **By SBBC**. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 **By VENDOR**. Zoobean agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or

assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Zoobean, its agents, servants, or employees; the equipment of Zoobean, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Zoobean or the negligence of Zoobean's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Zoobean, SBBC, or otherwise.

2.21 **Insurance Requirements**. Zoobean shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 **General Liability**. Zoobean shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 **Professional Liability/Errors & Omissions**. Zoobean shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.21.3 **Cyber Liability/Technology Errors & Omissions:** VENDOR shall maintain insurance for breaches of personally identifiable information and data caused by VENDOR, its employees, its systems, or its software, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by VENDOR as a result of such data breaches.

2.21.4 **Workers' Compensation**. In accordance with Chapter 440, Florida Statutes, Zoobean shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.21.5 **Auto Liability**. Zoobean shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If Zoobean does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by Zoobean must be furnished to SBBC stating the following: Zoobean Digital does not own any vehicles. If Zoobean Digital acquires any vehicles during the term of the Agreement, Zoobean Digital agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.6 **Acceptability of Insurance Carriers**. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and have a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.7 **Verification of Coverage**. Proof of the required insurance must be furnished by Zoobean to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit Zoobean sufficient time to remedy any deficiencies. Zoobean must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.21.8 **Required Conditions**. Liability policies must include the following terms on the Certificate of Insurance:

2.21.8.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.8.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.8.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave., 11th Floor, Fort Lauderdale, FL 33301.

2.22.9 **Cancellation of Insurance**. Zoobean is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.10 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true.

Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

2.24 **Annual Appropriation**. SBBC's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement, and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind to the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation

funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the

United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

ZOOBEAN, INC.

By: _____

_____
Corporate Secretary Signature

Print Name: Felix Lloyd

-or-

Title: President

_____
Witness Signature
Print Name: Jordan Bailey

Date: May 14, 2026

_____
Witness Signature
Print Name: Duane Downs

~~STATE OF~~ Washington
~~COUNTY OF~~ _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 14 2026 (*date*) by Felix Lloyd (*name of officer or agent, title of officer or agent*) of Zoobean, Inc. (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Drivers License (*type of identification*) as identification and who did first take an oath this 14 day of May, 2026

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

Brian Cowbs
Printed Name of Notary

N/A
Notary's Commission No.

BRIAN COWBS NOTARY PUBLIC DISTRICT OF COLUMBIA MY COMM. EXPIRES 07-31-2028

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR27-012 - Postsecondary Student Information System

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and FOCUS School Software, LLC, and the budget authority in the amount of $2,448,534. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$2,448,534. Fund is included in the FY26 ATC Workforce budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR27-012 - Postsecondary Student Information System

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and FOCUS School Software, LLC, and the budget authority in the amount of $2,448,534.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• This Agreement will allow the continued use of the Focus Workforce Student Information System (SIS) for the Postsecondary Workforce Education Schools and their multiple campuses.
If the School Board votes "No"	• The Postsecondary Workforce Education Schools and their multiple campuses will no longer use a SIS and cannot integrate with the K-12 instance of Focus.
Alignment to the 2027 Strategic Goals and Guardrails	• Business operations
Measurable Outcome(s)/Return on Investment	• This software will provide a Student Information System (SIS) for all students engaged in postsecondary CTE, apprenticeship programs, adult general education programs, and fee-based community school programs. The data provided will allow administrators and key stakeholders valuable insight for decision-making and school improvement. Use of the Focus SIS will ensure compliance with the Florida Department of Education (FLDOE) State Reporting requirements.

Background/History
The Postsecondary Workforce SIS has been successfully implemented District-wide in all Workforce Education schools since 2014. This Postsecondary SIS is a web-based, comprehensive student data suite. It provides modules for tracking and reporting data through all phases of the student lifecycle, including Registration, Enrollment, Demographics, Gradebook and Attendance, State and Ad-hoc Reporting, Online Student Portal, Payments Point of Sale/ERP, Student Progression, and Job Placement.

Background/History (continued)
End-users can access data promptly and efficiently through profile-based security architecture. Reporting data to the FLDOE is essential to ensure accurate and complete Postsecondary Workforce Education funding each year.
Workforce Schools include:

- Atlantic Technical College
- McFatter Technical College
- Sheridan Technical College
- Dave Thomas Education Center
- Henry D. Perry Education Center
- Whiddon-Rogers Education Center
- Community School North
- Community School South

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 1, 2026, through June 30, 2031.
Multi-Year Agreement:	Yes, a multi-year contract provides the District with pricing continuity and protection against market fluctuations.
Procurement Method:	**Piggyback Agreement**: No. **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III, D, the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, - competitive solicitation are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVD's, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. Funds are included in the FY27 Atlantic Technical College (ATC) Workforce budget.
2. ATC has available funding within the FY27 ATC Workforce budget.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 - 6/30/2031	60 months	$2,448,534

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	ATC Workforce Budget (General Fund)	$461,192
FY28	12 months	ATC Workforce Budget (General Fund)	$475,029
FY29	12 months	ATC Workforce Budget (General Fund)	$489,279
FY30	12 months	ATC Workforce Budget (General Fund)	$503,958
FY31	12 months	ATC Workforce Budget (General Fund)	$519,076

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This Agreement will fund the FOCUS postsecondary SIS for all SBBC workforce schools.
School Selection /Prioritization	All workforce schools

Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR27-012	**Preparation Date:**	May 8, 2026
Previous Bid # (Ex: 10-004R):	FY21-121	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$2,448,534	**Bid Title:**	Postsecondary Web-Based SIS (FOCUS)
Previous Award Total:	$1,667,000		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	1/1/2021	**New Bid Term (In Months):**	60
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	64

SPEND REPORTING	
Purchase Order(s) Spend:	$1,178,125
P Card Purchases:	$1,765
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,179,890**
Average Monthly Expenditure:	$18,436
Unused Authorized Spending:	**$487,110**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
125016-FOCUS SCHOOL SOFTWARE	N/A		$ 1,178,125
	PO VENDOR SPEND:		**$ 1,178,125**
	P-CARD SPEND:		**$ 1,765**
	TOTAL SPEND:		**$ 1,179,890**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	3484522210	**Name** (First & Last)	Neeta E. Rancourt
Fund	1000	**Title**	Principal/Director
Functional Area	5653000000000000	**Department/School Name**	Atlantis Technical College
Commitment Item	53690000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/14/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FOCUS SCHOOL SOFTWARE, LLC
(hereinafter referred to as "FOCUS" or "Vendor"),
whose principal place of business is
475 Central Avenue, Suite 400, St. Petersburg, Florida 33701.

RECITALS

A. **WHEREAS**, FOCUS is and has been a provider of a fully integrated web-based Student Information System ("SIS"); and

B. **WHEREAS**, FOCUS is willing to continue providing and SBBC desires to continue utilizing FOCUS's SIS called "Workforce" as its postsecondary SIS; and

C. **WHEREAS**, pursuant to SBBC Policy 3320, Part II, Section H, and Part VI, Section C(4) as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and information technology.

D. **NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on July 1, 2026 ("Effective Date") and concludes on June 30, 2031, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional five (5) year periods.

2.2 **VENDOR Responsibilities**. FOCUS will provide SBBC with the FOCUS Student Information System, FOCUS Point of Sale, State Reporting, FOCUS Hosting, Annual Maintenance, and Support. The FOCUS Postsecondary Solution includes:

2.2.1 Student Information System
2.2.2 Online Enrollment
2.2.3 Scheduling, Attendance
2.2.4 Teacher Gradebook
2.2.5 Student Progression
2.2.6 Financial Aid
2.2.7 Student Accounts
2.2.8 FOCUS Analytics Module
2.2.9 FOCUS SSS Module
2.2.10 FOCUS Reporting, and State Reporting which includes:
- 2.2.10.1 Point of Sale
- 2.2.10.2 FOCUS Cloud Hosting
- 2.2.10.3 Annual Support and Maintenance
- 2.2.10.4 Eight (8) passes to the FOCUS Annual Users' Conference
- 2.2.10.5 Software Escrow Account
- 2.2.10.6 Dedicated Account Executive.

2.2.11 Personnel Solicitation. SBBC and FOCUS both agree not to solicit or hire each other's employees for one year from the date of contract signing.

2.2.12 District Level Training Certification. FOCUS will develop, conduct, and document a certification for the successful completion of training for each SBBC Workforce Organization staff member that will use the system. These staff members are defined as Guidance, Information Management Specialists, Registrars, Financial Aid/Bookkeepers, Gradebook Managers, AGE teachers (Train the trainers), CTE teachers (Train the trainers), Assessment Specialists, Administrators, Secretaries, State Reporting, Marketing/Job Placement/ Alumni, and Administrative Support and Special Projects. The certification must be designed in such a manner that SBBC staff can demonstrate mastery of their respective subjects leading to subsequent approval of access for specific performance profiles required for system usage.

2.2.13 Support. FOCUS will provide help desk support from 7:00am – 6:00pm Monday-Friday and emergency phone access twenty-four (24) hours per day seven (7) days per week. FOCUS will commit to outages not to exceed two (2) hours per week in any period of two (2)

consecutive weeks. A penalty of $2,500 per day will be levied against FOCUS for each day until the issue is resolved after day two (2) of the reported issue. On a priority 1 critical issue FOCUS should resolve or provide a workaround within twelve (12) hours of clock time after receiving the call from SBBC. A priority 1 critical issue is defined as a system failure that that blocks completion of a business transaction or corrupts business data and has no workaround. All data will be backed up daily. FOCUS will maintain thirty (30) days of daily backups and twelve (12) months of monthly backups. FOCUS scheduled maintenance will occur outside of the help desk support hours with two (2) days' notice to SBBC. Anytime during Saturday or Sunday is acceptable upon proper notification. All data in a FOCUS Disaster Recovery situation will be recovered and available within twenty-four (24) hours to the previous day's data. All data transmitted from SBBC to FOCUS will be encrypted at SSL 256 bits. This 256-bit SSL certificate will use a 2048- bit encrypted key. FOCUS will ensure the off-site servers are clean of all viruses.

2.2.14 Customization of FOCUS Software Online Help Facilities. FOCUS agrees update its help documentation with the agreed-upon suggestion(s) from SBBC.

2.2.15 FOCUS Software Service Level Agreement. FOCUS will maintain a ticket system, recording SBBC's issues. The summary results will be reviewed monthly with SBBC. The support levels will define the FOCUS response times for each class of problems.

2.3 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is the cost to SBBC for the Goods and Services under this 5-year Agreement and two optional 5-year renewals is a maximum not to exceed amount of Eight Million, Five Hundred Seventy-Seven Thousand, Six Hundred Eighty-One Dollars and 00/100 Cents ($8,577,681) as outlined below. All costs shown are estimates based on current enrollment levels. Annual totals will fluctuate based on actual active student counts as of July 30 each year, using a rolling one (1) year lookback period. Maintenance costs will be part of the student licensing fee to be paid. This fee shall cover all Maintenance Services, updates, and Releases to the Licensed Software during the period to which such annual maintenance fee shall apply. The costs listed below include One (1) Production Site, Three (3) Non-Production Sites, and a site for each State reporting Survey. Production sites are defined as live sites used by SBBC. Non-production sites are defined as additional sites used by SBBC for testing, keeping static records, as well as submitting data during State reporting survey periods. Additional Non-Production Sites will be charged at ten cents ($.10) per student, per year.

2.3.1 INITIAL 5-YEAR AGREEMENT: An annual cost estimate of Two Million, Four Hundred Forty-Eight Thousand, Five Hundred Thirty-Four Dollars an 00/100 Cents ($2,448,534) is projected for the Initial 5-year agreement as shown in the table below.

ANNUAL COST ESTIMATE PER STUDENT GROUP FOR FOCUS- INITIAL 5-YEAR AGREEMENT													
YEAR	APPRENTICESHIP & CTE			Adult General Ed. (AGE)			Applicant & Lifelong Learning			Co-enrolled & Career Dual Enrollment			TOTAL COST
	Actual Per student Cost	Estimated Student Count	Estimated Cost	Actual Per student Cost	Estimated Student Count	Estimated Cost	Actual Per student Cost	Estimated Count	Estimated Cost	Actual Per student Cost	Estimated Student Count	Esti-mated Cost	
SY2627	$12.10	8,274	$100,115	$11.62	23,637	$274,662	$8.93	6,073	$54,232	$9.97	3,228	$32,183	$461,193
SY2728	$12.46	8,274	$103,119	$11.97	23,637	$282,902	$9.20	6,073	$55,859	$10.27	3,228	$33,149	$475,028
SY2829	$12.84	8,274	$106,212	$12.33	23,637	$291,389	$9.47	6,073	$57,535	$10.58	3,228	$34,143	$489,279
SY2930	$13.22	8,274	$109,399	$12.70	23,637	$300,130	$9.76	6,073	$59,261	$10.89	3,228	$35,167	$503,958
SY3031	$13.62	8,274	$112,681	$13.08	23,637	$309,135	$10.05	6,073	$61,038	$11.22	3,228	$36,222	$519,076
									TOTAL INITIAL 5-YEAR AGREEMENT COST ESTIMATE				$2,448,534

2.3.2 OPTIONAL FIRST 5-YEAR RENEWAL: An annual cost estimate of Two Million, Eight Hundred Thirty-Eight Thousand, Five Hundred Twenty-Two Dollars an 00/100 Cents ($2,838,522) is projected for the OPTIONAL First 5-year renewal as shown in the table below.

ANNUAL COST ESTIMATE PER STUDENT GROUP FOR FOCUS- OPTIONAL FIRST 5-YEAR RENEWAL													
YEAR	APPRENTICESHIP & CTE			Adult General Ed. (AGE)			Applicant & Lifelong Learning			Co-enrolled & Career Dual Enrollment			TOTAL COST
	Actual Per student Cost	Estimated Student Count	Estimated Cost	Actual Per student Cost	Estimated Student Count	Estimated Cost	Actual Per student Cost	Estimated Count	Estimated Cost	Actual Per student Cost	Estimated Student Count	Esti-mated Cost	
SY3132	$14.03	8,274	$116,061	$13.47	23,637	$318,409	$10.35	6,073	$62,870	$11.56	3,228	$37,310	$534,648
SY3233	$14.45	8,274	$119,543	$13.87	23,637	$327,961	$10.66	6,073	$64,756	$11.90	3,228	$38,429	$550,688
SY3334	$14.88	8,274	$123,129	$14.29	23,637	$337,800	$10.98	6,073	$66,699	$12.26	3,228	$39,581	$567,209
SY3435	$15.33	8,274	$126,823	$14.72	23,637	$347,034	$11.31	6,073	$68,700	$12.63	3,228	$40,769	$584,225
SY3536	$15.79	8,274	$130,628	$15.16	23,637	$358,372	$11.65	6,073	$70,760	$13.01	3,228	$41,992	$601,752
									TOTAL OPTIONAL FIRST 5-YEAR RENEWAL COST ESTIMATE				$2,838,522

2.3.3 OPTIONAL SECOND 5-YEAR RENEWAL: An annual cost estimate of Three Million, Two Hundred Ninety Thousand, Six Hundred Twenty-Five Dollars an 00/100 Cents ($3,290,625) is projected for the OPTIONAL Second 5-year renewal as shown in the table below.

ANNUAL COST ESTIMATE PER STUDENT GROUP FOR FOCUS- OPTIONAL SECOND 5-YEAR RENEWAL													
YEAR	APPRENTICESHIP & CTE			Adult General Ed. (AGE)			Applicant & Lifelong Learning			Co-enrolled & Career Dual Enrollment			TOTAL COST
	Actual Per student Cost	Estimated Student Count	Estimated Cost	Actual Per student Cost	Estimated Student Count	Estimated Cost	Actual Per student Cost	Estimated Count	Estimated Cost	Actual Per student Cost	Estimated Student Count	Estimated Cost	
SY3637	$16.26	8,274	$134,547	$15.62	23,637	$369,123	$12.00	6,073	$72,883	$13.40	3,228	$43,251	$619,804
SY3738	$16.75	8,274	$138,583	$16.08	23,637	$380,196	$12.36	6,073	$75,070	$13.80	3,228	$44,550	$638,399
SY3839	$17.25	8,274	$142,740	$16.57	23,637	$391,602	$12.73	6,073	$77,322	$14.21	3,228	$45,885	$657,550
SY3940	$17.77	8,274	$147,023	$17.06	23,637	$403,350	$13.11	6,073	$79,641	$14.64	3,228	$47,262	$677,277
SY4041	$18.30	8,274	$151,434	$17.58	23,637	$415,451	$13.51	6,073	$82,031	$15.08	3,228	$48,680	$697,595
							TOTAL OPTIONAL SECOND 5-YEAR RENEWAL COST ESTIMATE						$3,290625

2.3.3 FOCUS' periodic upgrades to its SIS software products will be made available for SBBC use. The cost for these upgrades will be covered in the yearly per-student fees being charged to SBBC.

2.4 Payment.

2.4.1 Subsequent to providing SBBC with the goods/services referenced in this Agreement, FOCUS shall submit an appropriate invoice to SBBC. The student count will be taken at the end of each school year (June 30) and the fees will be based on the number of active students for that year looking back.

2.4.2 VENDOR shall submit proper and appropriate invoices to the following address:

Atlantic Technical College and Technical High School
Principal / Director
4700 Coconut Creek Parkway, Coconut Creek, FL 33063

2.4.3 VENDOR shall issue proper and appropriate invoices that contain reference to the goods and services provided to SBBC under this Agreement, the respective cost, respective date range, and usage information used to calculate the amount of the invoice.

2.4.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.5 Data Integration. FOCUS will provide data flow diagrams showing how data is to be synchronized between the SIS and other SBBC systems listed for integration. Further, a data map will be provided to SBBC systems personnel.

2.6 SBBC License. SBBC will have the right under this Agreement to package various modules of the FOCUS software such as student registration, attendance accounting, grade reporting, student demographic, and student health modules. SBBC will have the right to use FOCUS modules within participating schools and throughout the district.

2.7 State Reporting. FOCUS will ensure all data extracts are to the latest Florida Department of Education ("FLDOE") definitions and available to the district for review six (6) days prior to the load date. SBBC will continue to be responsible for all its data submitted to the FLDOE.

2.8 SBBC Disclosure of Education Records.

2.8.1 SBBC employees will provide FOCUS with the education records listed in this section for the following purposes:

2.8.1.1 To continue to provide SBBC's FOCUS Student Information System (SIS) for post-secondary students

2.8.1.2 To allow for proper student registration within the system

2.8.1.3 For troubleshooting issues with the system

2.8.1.4 To maintain the records on SBBC's behalf

2.8.1.5 For reporting back to school administrators; reports consist of enrollment, placement, completion, progress, assessments, and testing

2.8.2 SBBC employees will provide VENDOR with the following education records, via access to the FOCUS SIS through automated connection with District platform:

2.8.2.1 Student first and last name

2.8.2.2 Student social security number

2.8.2.3 Student identification number/Florida Alias/FLEID

2.8.2.4 Student date of birth

2.8.2.5 Student gender/race

2.8.2.6 Student grade level

2.8.2.7 Student SBBC and personal email addresses

2.8.2.8 Parents' email address

2.8.2.9 Student home address

2.8.2.10 Student graduation year

2.8.2.11 School location

2.8.2.12 Student assessment results

2.8.2.13 Student favorite occupations

2.8.2.14 Student Career interests

2.8.2.15 Student Program of interest (what they choose to study)

2.8.2.16 Student Industry certification attainment (which credential they earned)

2.8.2.17 Employee notes to document intervention

2.8.2.18 Student Grades

2.8.2.19 Student Attendance

2.8.2.20 Student Discipline Records

2.8.2.21 Student Health Information (emergency contacts, immunizations and if medical conditions exist that could affect student at school)

2.8.2.22 Student Financial Information

2.8.2.23 Student Schedule

2.8.2.24 Student disclosure of disabilities for 504 plans

2.8.2.25 Student Employment information

2.8.2.26 Student Military status

2.8.2.27 Student Residency/Citizenship

2.8.2.28 Student Ex-Offender status

2.8.2.29 Student Course history

2.8.3 **NOTE**: Adult students (rather than SBBC employees) who do not have a SBBC student identification number will input the education records listed above into FOCUS to create an account.

2.8.4 FERPA Exception to Consent. VENDOR is considered a "school official" with a legitimate educational interest to receive the afore-mentioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.8.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in the VENDOR's privacy policies, if any.

2.8.6 SBBC will also provide the education records listed in this section to Florida Department of Education (FLDOE) for required reports tied to funding.

2.9 VENDOR Safeguarding the Confidentiality of Education Records.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the

parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.9.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **SBBC Disclosure of Employee Records.**

2.10.1 SBBC staff will provide Vendor with the employee records in this section for the following purposes:

2.10.1.1 For VENDOR to grant SBBC employees with access to FOCUS systems

2.10.1.2 For FOCUS to provide updates to facilitate and improve the use of the system. This may include:

2.10.1.2.1 Instructional information for using the system

2.10.1.2.2 Administering the system to students

2.10.1.2.3 New enhancements to the product/systems

2.10.1.2.4 Information on the product and/or system training

2.10.2 SBBC employee will provide Vendor with the following employee records, via FOCUS

2.10.2.1 Employee first and last name

2.10.2.2 Social Security number

2.10.2.3 personnel number

2.10.2.4 SBBC email address

2.10.2.5 work phone number

2.10.2.6 name of school

2.10.2.7 school location number

2.10.2.8 access level

2.10.2.9 date of hire

2.10.2.10 position title

2.10.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.11 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.11.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.11.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.11.1.2 hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.11.1.3 only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.11.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.11.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.11.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.11.2.1 notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.11.2.3 prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.11.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.11.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.12 Assessment of Data Protection Controls.

2.12.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.12.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.12.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.12.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.12.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.12.1.4 Monitoring compliance with established security controls.

2.12.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.13 Inspection of VENDOR's Records by SBBC. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.13.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.13.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.13.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.13.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.13.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.13.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.13.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.14 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Atlantic Technical College 4700 Coconut Creek Parkway Coconut Creek, Florida 33066
To VENDOR:	Business Director 475 Central Avenue, Suite 400 St. Petersburg, Florida 33701

2.15 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any

subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.16 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.17 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the

submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.19 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if

VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.20 **Proprietary Information**.

2.20.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.20.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to

claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.21 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.21.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.21.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.22 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.22.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.22.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.22.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of

not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.22.4 Auto Liability. Intentionally omitted

2.22.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.22.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. After the award, you will re-ceive an email with a link to upload (drag and drop) your certificate of insurance.

2.22.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.22.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.22.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.22.7.3 Certificate Holder: The School Board of Broward County, Florida,

2.22.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.22.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.23 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.24 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination.

No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.36 **Foreign Country of Concern Attestation Form.** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a

result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the

United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

FOCUS SCHOOL SOFTWARE, LLC.

By: _____

Print Name: Andrew Schmadeke

Title: CEO

Date: May 7, 2026

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Kaytie Sekas

_____
Witness Signature
Print Name: Jasmine Rogers

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5/7/2026 (*date*) by Andrew Schmadeke (*name of officer or agent, title of officer or agent*) of Focus School Software (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced personally known (*type of identification*) as identification and who did first take an oath this 7th day of May, 2026.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

STEVEN HARNOIS
MY COMMISSION # HH 617990
EXPIRES: March 30, 2029

Steven C Harnois
Printed Name of Notary

HH617990
Notary's Commission No.

260427focussoftwarerpvrl

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Focus School Software

Entity's Address: 475 Central Avenue, St. Pete, FL 33701

Entity's Email Address: Steven@focusschoolsoftware.com

Entity's Phone Number: 727.388.6000

Entity's FEIN: 26-0894476

Signature of Entity's Officer or Representative:

Printed Name of Entity's Officer or Representative: Andrew Schmadeke

Title of Entity's Officer or Representative: CEO

Date: May 7, 2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true..

Name of Entity: Focus School Software

Entity's Address: 475 Central Ave. St. Petersburg, FL 33701

Entity's Email Address: Steven@focusschoolsoftware.com

Entity's Phone Number: 727 388 6000

Entity's FEIN: 26-0894476

Signature of Entity's Officer or Representative:

Printed Name of Entity's Officer or Representative: Andrew Schmadeke

Title of Entity's Officer or Representative: CEO

Date: May 7, 2026

260427focussoftwareapproved

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-093 – Montessori Education Certification for Teachers (SM)

REQUESTED ACTION:

Approve the First Amendment Renewal to the Agreement with The School Board of Broward County, Florida (SBBC), and Summit Montessori Teacher Training Institute, L.L.C. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by Gray Robinson P.A. as Cadre Counsel for the

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$43,600. Funds will be included in Fiscal Year 27, through the Districtâ€™s General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Valerie Wanza
Title: Chief Strategy & Innovation Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

FY24-093 – Montessori Education Certification for Teachers (SM)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Amendment to the Agreement with The School Board of Broward County, Florida (SBBC), and Summit Montessori Teacher Training Institute, L.L.C.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Teachers at the elementary Montessori schools will have the opportunity to receive training and professional credentials in Montessori Education.
If the School Board votes "No"	• Teachers at the elementary Montessori schools will not have the opportunity to receive Montessori-specific training and credentialing necessary to implement the program with fidelity. This may impact the consistency and quality of Montessori instruction, staff recruitment and retention, and could contribute to decreased student enrollment and family interest in the program.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• The training and credentialing of Montessori teachers will increase teacher retention by providing educators with specialized professional growth opportunities, enhancing their professional knowledge and skills in implementing the Montessori instructional model, and strengthening their long-term commitment to the program and school community.

Background/History:
Summit Montessori is a recognized provider of Montessori teacher education, preparing educators to effectively serve students in ages three through six Early Childhood classrooms and ages six through nine Elementary I classrooms. Their programs are grounded in authentic Montessori principles and are designed to support implementation within public school systems.

The District operates Montessori Magnet Programs that continue to attract families seeking high-quality, choice-based educational options. Montessori programs are widely valued for their emphasis on independence, critical thinking, and whole-child development, making them an important component of the District's magnet portfolio for attracting and retaining student enrollment.

The District's Agreement with Summit Montessori provides training and credentialing for Montessori educators. This supports the quality, consistency, and fidelity of Montessori implementation across the District's Magnet Montessori schools.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 1, 2026, through June 30, 2027.
Multi-Year Agreement:	Yes, this Agreement was originally for three years, with an option of two additional one-year renewal periods. Through this First Amendment, the first of two renewals is exercised.
Procurement Method:	**Piggyback Agreement**: No. **Acquisition Method**: Pursuant to Purchasing Policy 3800, Rule 6A-1.012(11)(b), F.A.C., and School Board Policy 3800, III (D), competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The financial impact to the District for the First Amendment is $18,750. Funds will be included in Fiscal Year 2027, through the General Fund.
2. The Magnet and Innovative Programs Department designates the funds to the Montessori Schools.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/1/2026 – 6/30/2027	12 months	$18,750

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	12 months	General Budget	$18,750	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed item will strengthen Montessori instructional capacity across affected schools by improving teacher preparation, training, credentialing, program fidelity, and overall consistency of implementation within Montessori schools.
School Selection /Prioritization	Participating schools are Virginia Shuman Young Elementary School and Beachside Montessori Village.
Community/ Stakeholder Engagement	To ensure transparency, shared understanding, and alignment with program goals, the district will engage key stakeholders, including school leadership and families in Montessori programs.
End-User Input	Input from Montessori educators and school-based instructional staff will be incorporated to inform training implementation, ensure practical applicability, and support continuous program improvement.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	April 28, 2026
Previous Bid # (Ex: 10-004R):	FY24-093	**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$0	**Bid Title:**	Montessori Education Certification for Teachers (SM)
Previous Award Total:	$43,600		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$6,100**
Average Monthly Expenditure:	$185
Unused Authorized Spending:	**$37,500**
Est. Forecasted Spend (For Entire Bid Term):	**$2,218**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

EDOC Certifications - Not Applicable **In the fields under the "Default Funding Codes" below, please note that funds will come from the District's General Funds.**

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	See Notes	**Name** (First & Last)	Kassandra Fried
Fund		**Title**	Director
Functional Area		**Department/School Name**	Magnet & Innovative Programs
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**4/28/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Earlean C. Smiley, Ed.D.
Interim Superintendent of Schools

July 5, 2023

Judy Dempsey, Director
Summit Montessori Teacher Training Institute, LLC
5451 Southwest 64th Avenue
Davie, Florida 33314

RE: FY24-093 - Montessori Education Certification for Teachers

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Summit Montessori Teacher Training Institute, LLC. This is the result of the School Board's approval on June 13, 2023, for item OO-22. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Thais Souza, Purchasing Agent III
Susan Cantrick, Director, Applied Learning
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-06-13	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-22.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: FY24-093 - Montessori Education Certification for Teachers

REQUESTED ACTION: **Approve the above-referenced Agreement; Contract Term: July 1, 2023 through June 30, 2026, Three years, with an option for two additional one-year renewal periods; Award Amount: $43,600; Awarded Vendor: Summit Montessori Teacher Training Institute, L.L.C.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$43,600 from Magnet School budgets and Applied Learning Department Magnet School funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Susan Cantrick	Phone:	754-321-1879
Name:	Mary C. Coker	Phone:	754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Operations

Signature

Judith M. Marte, Deputy Superintendent, Operations

Electronic Signature

Form $4189 Revised 1/23

ECS/VSW

Approved in Open Board Meeting On: May 9, 2023

By: Lori Wadley

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SUMMIT MONTESSORI TEACHER TRAINING INSTITUTE, L.L.C.
(hereinafter referred to as "SM"),
whose principal place of business is
5451 Southwest 64th Avenue, Davie, Florida 33314

WHEREAS, SM has made a commitment to supporting Montessori education; and

WHEREAS, SM has a relationship and meets qualification standards with the American Montessori Society to train and certify Elementary Montessori Teachers; and

WHEREAS, through this Agreement SBBC will work with SM to provide Beachside Montessori Village, Dr. Martin Luther King, Jr. Montessori Academy, and Virginia Shuman Young Elementary with the opportunity to train and certify teachers in the Montessori Method; and

WHEREAS, as a part of this Agreement, SBBC will pay for the cost of bringing this certification and education program to Beachside Montessori Village, Dr. Martin Luther King, Jr. Montessori Academy and Virginia Shuman Young Elementary.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on July 1, 2023 ("Effective Date") and concludes on June 30, 2026 unless terminated earlier pursuant to Section

3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and SM, be extended for two (2) additional one-year periods.

2.02 **Purpose:**

(a) SBBC will allow Montessori-certified instructors from SM to teach courses for Early Childhood (covering ages 3-6 years) teachers, and courses for Elementary I (covering ages 6-9 years) teachers, to teacher from Beachside Montessori Village, Dr. Martin Luther King, Jr. Montessori Academy, and Virginia Shuman Young Elementary. Upon successful completion of all program requirements including consistent attendance at all courses, the adult learner will receive an American Montessori Society certificate.

(b) SBBC will allow SM to monitor teacher progress through classroom observation on Montessori methodologies in the classrooms at Beachside Montessori Village, Dr. Martin Luther King, Jr. Montessori Academy and Virginia Shuman Young Elementary.

2.03 **SM Responsibilities:**

(a) SM will conduct a rigorous program of study in Montessori education for Beachside Montessori Village, Dr. Martin Luther King, Jr. Montessori Academy and Virginia Shuman Young Elementary teachers which allows each teacher to take Early Childhood courses and Elementary I courses during the course of this contract.

(b) SM will provide instruction of Montessori materials, methods, philosophy and development with academic instruction, supervised practice labs and examinations.

(c) SM will make sure all instruction meets the qualification standards of the American Montessori Society.

2.04 **Cost of Services and Payment**. SBBC shall pay SM for services rendered under this Agreement in accordance with the following cost and payment terms.

(a) Cost of Early Childhood courses. SBBC's cost of the Early Childhood courses, is Four Thousand Eight Hundred Dollars ($4,800.00) per teacher, which includes tuition, books, manuals, and three practicum visits.

(b) Payment for Early Childhood courses. Subsequent to registration of each teacher in the Early Childhood course and after each respective teacher's completion of the summer component of that course, SM shall submit an invoice for Three Thousand, Six Hundred Dollars ($3,600.00) per teacher to SBBC, and SBBC will pay that invoice net thirty (30) calendar days. For each teacher that has registered in the Early Childhood course, completed the summer component of that course, and meet all requirements to receive certification in the Montessori method, SM shall submit an invoice for One Thousand Two Hundred Dollars ($1,200.00) per teacher to SBBC, and SBBC will pay that invoice net thirty (30) calendar days.

(c) Cost of Elementary level courses. SBBC's cost for the Elementary level courses is Six Thousand One Hundred Dollars ($6,l00.00) per teacher, which includes tuition, books, manuals, and three practicum visits.

(d) Payment for Elementary level courses. Subsequent to registration of each teacher in the Elementary level course and the same teacher's completion of the summer

component of that course, SM shall submit an invoice for Four Thousand Five Hundred Seventy Five Dollars ($4,575.00) per teacher to SBBC, and SBBC will pay that invoice net thirty (30) calendar days. For each teacher that has registered in the Elementary level course, completed the summer component of that course, and meet all requirements to receive certification in the Montessori method, SM shall submit an invoice for One Thousand Five Hundred Twenty-Five Dollars ($1,525.00) per teacher to SBBC, and SBBC will pay that invoice net thirty (30) calendar days.

2.05 **No Disclosure of SBBC Education Records.** SBBC shall not disclose any education records to SM pursuant to this Agreement. However, should SM come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. SM use or re-disclosure may violate applicable federal and state laws. However, SBBC will permit SM to monitor teacher progress through classroom observation on Montessori methodologies in the classrooms at Beachside Montessori Village, Dr. Martin Luther King, Jr. Montessori Academy, and Virginia Shuman Young Elementary.

2.06 **SM Safeguarding the Confidentiality of Education Records**

Notwithstanding any provision to the contrary within this Agreement, SM shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required breach notifications,

under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

(g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.07 **SBBC Disclosure of Employee Records**

(a) SBBC staff will provide SM with the employee records in this section for the following purposes:

1) To permit Montessori-certified instructors from SM to teach courses for Early Childhood (covering ages 3-6 years) teachers, and courses for Elementary I (covering ages 6-9 years) teachers.
2) Upon successful completion of all program requirements including consistent scattendance or all courses, the adult learner (SBBC teacher) will receive an American Montessori Society certificate.

(b) SBBC teachers (adult learners) will provide SM with the following employee records, via American Montessori Society (AMS) secure portal:

1) Employee first and last name
2) Home address
3) Phone number
4) Email address
5) Employee's college transcript or highest degree earned

(c) In addition to the employee records being disclosed by SBBC staff (adult learners) in this section, adult learners will provide the following employee records to SM, via hard copy:

1) Application (includes Social Security Number)
2) Recommendation for admittance (3 required)
3) Tuition statement
4) Student Contract
5) Model Release Form (adult learners' permission to be photographed by SM, and for
6) SM to use and publish the photographs)
7) Employment History
8) Receipt of Adult Learner Handbook
9) Practicum Forms
10) Practicum Visit Forms (three for each adult learner)
11) Year Long Project Evaluation
12) Written Exam Evaluation
13)
14) Final Practical Exam
15) Original Lesson Form
16) Manual Evaluation
17) Resume or CV
18) Copy of Background Screening Clearance (if applicable)

19) Original Sealed College Transcript

(d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in SM privacy policies, if any.

2.08 **SM Safeguarding the Confidentiality of Employee Records**

Notwithstanding any provision to the contrary within this Agreement, SM shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.09 **SM Re-Disclosure of SBBC Employee Records**

SM will re-disclose the employee records listed in this agreement to American Montessori Society for the purpose of certfication of adult learners.

2.10 **Third-Party Safeguarding the Confidentiality of Employee Records**

For any and all employee records that SM re-discloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, SM shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements in this agreement. SM shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.11 **Data Center Control Standards**

The Statement on Standards for Attestation Engagements ("SSAE") 16 or SSAE 18 is a set of auditing standards and guidance on using the standards, published by the Auditing Standards

Board ("ASB") of the American Institute of Certified Public Accountants ("AICPA"), for redefining and updating how service companies report on compliance controls.

An SSAE 16 or SSAE 18 compliance assessment must be completed and an SSAE 16 or SSAE 18 compliance assessment report(s) must be issued before the commencement of services for each data center to be utilized and/or hosted by SM or by one of SM'S subcontractors in the performance of this Agreement. A copy of each SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by SM or by any of SM's subcontractors. Each data center utilized and/or hosted by SM or one of SM's subcontractors in the performance of this Agreement shall have and maintain a current SSAE 16 or SSAE 18 certification.

Each data center utilized and/or hosted by SM or by one of SM's subcontractors in the performance of this Agreement thereafter must, at minimum, annually complete an SSAE 16 or SSAE 18 compliance assessment and maintain SSAE 16 or SSAE 18 certification. The resulting annual SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided by SM to SBBC throughout the term of the Agreement and within ten (10) calendar days after its/their receipt by the SM or the SM's subcontractors.

Along with the two types of audits, the copies of the SSAE 16 or SSAE 18 compliance assessment reports provided to SBBC shall include any completed Service Organization Control ("SOC") reports including (a) SOC 1 reports containing internal controls over financial reporting; (b) SOC 2 reports covering security, processing integrity, privacy controls, confidentiality and availability; and/or (c) the final SOC 3 report. SBBC is unable to execute a nondisclosure agreement ("NDA") for its receipt of any such reports. However, any information or documents provided to SBBC by the SM or any of its subcontractors that is clearly labeled as "Confidential and Exempt from Public Inspection as a Trade Secret pursuant to Section 812.081(1)(f), Florida Statutes" will only be viewed by such SBBC personnel as is necessary and will not be made available for public inspection or copying pursuant to Chapter 119, Florida Statutes, and with Section 24(a), Article I of the Florida Constitution.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a). By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b). By SM: SM agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or

services furnished by SM, its agents, servants or employees; the equipment of SM, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SM or the negligence of SM's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SM, SBBC or otherwise.

2.13 **Insurance Requirements.** SM shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. SM shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. SM shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, SM shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. SM shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If SM does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by SM must be furnished to SBBC stating the following: "SM does not own any vehicles. If SM acquires any vehicles during the term of the Agreement, SM agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by SM to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit SM sufficient time to remedy any deficiencies. SM must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. SM is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.14 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The

contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.15 **Inspection of SM's Records by SBBC**. SM shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SM's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of SM directly relating to this Agreement in order to verify the accuracy of invoices provided by SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SM's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SM pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide SM reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to SM's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by SM to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any SM's claims for payment by SBBC.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SM in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SM. If the audit discloses billings or charges to which SM is not contractually entitled, SM shall pay said sum to SBBC within twenty (20) calendar days of receipt of written.

(f) Inspection of Subcontractor's Records. SM shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SM to include such requirements in any subcontract shall constitute grounds for termination of this Agreement

by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to SM pursuant to this Agreement and such excluded costs shall become the liability of SM.

(g) Inspector General Audits. SM shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Interim Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Applied Learning The Schools Board of Broward County, Florida 600 Southeast Third Avenue, Thirteenth Floor Fort Lauderdale, Florida 33301
To SM:	Judy Dempsey, Director Summit Montessori Teacher Training Institute, L.L.C. 5451 Southwest 64th Avenue Davie, Florida 33314

2.17 **Background Screening.** SM shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of SM non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of SM or its personnel providing any services under this Agreement. SM shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to SM and its personnel. The parties agree that the failure of SM to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit SM to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. SM agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or

mental injury, death or property damage resulting from SM failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SM shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, SM shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. SM shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if SM does not transfer the public records to SBBC. Upon completion of the Agreement, SM shall transfer, at no cost, to SBBC all public records in possession of SM or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SM transfers all public records to SBBC upon completion of the Agreement, SM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SM keeps and maintains public records upon completion of the Agreement, SM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.20 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by SM that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SM further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. SM acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. SM further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if SM (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if SM is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.21 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.22 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.23 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not be responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this

Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**.
This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Ahadeff, Chair

Date: 6/15/23

ATTEST:

_____
Earlean C. Smiley, Ed.D.,
Interim Superintendent

Approved as to Form and Legal Content:

Digitally signed by Eric Abend
Date: 2023.05.22 11:38:02 -04'00'

_____
Office of the General Counsel

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FOR SM:

(Corporate Seal)

Summit Montessori Teacher Training Institute, L.L.C.

ATTEST:

By _____
Signature

Printed Name: Judy Dempsey

Title: Director

N/A
_____, Secretary

-or-

_____
Witness

_____
Witness

STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this May 16, 2023 (*date*) by Judy Dempsey - Director (*name of officer or agent, title of officer or agent*) of Summit Montessori Teacher Training Institute LLC, PRESIDENT (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced FLDL D513430538360 (*type of identification*) as identification and who ☐did/☐did not first take an oath this 16 day of May, 2023.

My Commission Expires:

_____
Signature – Notary Public

Gerald Grace
Printed Name of Notary

GG 943129
Notary's Commission No.

(SEAL)

Notary Public State of Florida
Gerald Grace
My Commission GG 943129
Expires 12/29/2023

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SUMMIT MONTESSORI TEACHER TRAINING INSTITUTE, L.L.C.
(hereinafter referred to as "SM"),
having its principal place of business at
5451 Southwest 64th Avenue, Davie, Florida 33314

RECITALS

A. **WHEREAS**, SBBC and SM entered into an Agreement that commenced on May 2, 2023, and expires on *June 20, 2026*, regarding providing Beachside Montessori Village and Virginia Shuman Young Elementary with the opportunity to train and certify teachers in the Montessori Method ("Agreement"); and

B. **WHEREAS,** the Agreement permits *two* (2) additional one (1) year extension periods; and

C. **WHEREAS,** SBBC and SM wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2026, through June 30, 2027 through this First Amendment to Agreement ("First Amendment"); and

D. **WHEREAS,** the parties mutually desire to amend certain provisions of the Agreement through this First Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – sections 2.05, 2.06, and 2.08 - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.05 **No Disclosure of SBBC Education Records.** SBBC shall not disclose any education records to SM pursuant to this Agreement. However, should SM come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. SM use or re-disclosure may violate applicable federal and state laws. However, SBBC will permit SM to monitor teacher progress through classroom observation on Montessori methodologies in the classrooms at Beachside Montessori Village and Virginia Shuman Young Elementary.

2.06 **SM Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, SM shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, SM shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
4) Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

(c) Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of

any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 SBBC Disclosure of Employee Records

(a) SBBC staff will provide SM with the employee records in this section for the following purposes:

1) To permit Montessori-certified instructors from SM to teach courses for Early Childhood (covering ages 3-6 years) teachers, and courses for Elementary I (covering ages 6-9 years) teachers.
2) Upon successful completion of all program requirements including consistent attendance of all courses, the adult learner (SBBC teacher) will receive an American Montessori Society certificate.

(b) SBBC teachers (adult learners) will provide SM with the following employee records, via American Montessori Society (AMS) secure portal:

1) Employee first and last name
2) Home address
3) Phone number
4) Email address
5) Employee's college transcript or highest degree earned

(c) In addition to the employee records being disclosed by SBBC staff (adult learners) in this section, adult learners will provide the following employee records to SM, via hard copy:

1) Application (includes Social Security Number)
2) Recommendation for admittance (3 required)
3) Tuition statement
4) Student Contract
5) Model Release Form (adult learners' permission to be photographed by SM, and for SM to use and publish the photographs)
6) Employment History
7) Receipt of Adult Learner Handbook
8) Practicum Forms
9) Practicum Visit Forms (three for each adult learner)
10) Year Long Project Evaluation
11) Written Exam Evaluation

12) Final Practical Exam
13) Original Lesson Form
14) Manual Evaluation
15) Resume or CV
16) Copy of Background Screening Clearance (if applicable)
17) Original Sealed College Transcript

(d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in SM privacy policies, if any.

2.08 **SM Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, SM shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

(d) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, SM shall:

(a) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(b) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(c) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(d) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

5. **Cost and Payment**.

(a) Cost. The cost to SBBC for the services under this First Amendment is not to exceed Eighteen Thousand Seven Hundred Fifty Dollars ($18,750).

(b) Payment. Upon receipt of an appropriate invoice from SM, SBBC shall pay SM for satisfactory services rendered under this First Amendment in accordance with the costs and schedule set forth in Section 2.04 of the Agreement. The total aggregate amount of all payments under this First Amendment, whether for Early Childhood courses or Elementary level courses, shall not exceed the total amount set forth in Section 5(a) of this First Amendment.

7. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment; then
(b) the Agreement.

8. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

9. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
SARAH LEONARDI, Chair

ATTEST:

Date: _____

_____
DR. HOWARD HEPBURN
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S., Gray Robinson, P.A. as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SM:

(Corporate Seal)

SUMMIT MONTESSORI TEACHER TRAINING INSTITUTE, L.L.C.

ATTEST:

By: _____
Signature

_____
Corporate Secretary Signature
Print Name: _____

Print Name: Judy Dempsey

-or-

Title: Director

Witness Signature
Print Name: Rosemary Rodman

Date: 5-18-26

_____
Witness Signature
Print Name: Sylvia Chaken

The Following Notarization is Required for Every Agreement Without Regard to Whether the SM Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FL
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5-18-26 (*date*) by Judith Dempsey (*name of officer or agent, title of officer or agent*) of Summit Montessori Teaching Institute (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (type of identification) as identification and who did first take an oath this 18th day of May, 2026

My Commission Expires:

_____
Notary Public Signature

(SEAL)

ANGELA GESMUNDO
Notary Public
State of Florida
Comm# HH463068
Expires 11/12/2027

Angela Gesmundo
Printed Name of Notary

HH463068
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB27-011 – Refuse Services – Roll-Off units

REQUESTED ACTION:

Approve the Award of Invitation to Bid (ITB) ITB27-011 – Refuse Services – Roll-Off Units to the following four Vendors: 1) A.J. Panzarella LLC d/b/a Panzarella Waste & Recycling Services; 2) MST Scrap Metal Inc. d/b/a MST Dumpster; 3) Wasteline Solutions, Inc.; 4) Waste Connections of Florida, Inc., and the budget authority in the amount of $650,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation
- Invitation to Bid

FINANCIAL IMPACT:

$650,000. Funding will come from the Environmental Health & Safety Departments utilities/operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark D. Dorsett
Title: Chief Operations Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

ITB27-011 – Refuse Services – Roll-Off units

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Award of Invitation to Bid (ITB) ITB27-011 – Refuse Services – Roll-Off Units to the following four Vendors: 1) A.J. Panzarella LLC d/b/a Panzarella Waste & Recycling Services; 2) MST Scrap Metal Inc. d/b/a MST Dumpster; 3) Wasteline Solutions, Inc.; 4) Waste Connections of Florida, Inc., and the budget authority in the amount of $650,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC will have a dedicated and competitive hauling and disposal option for larger solid waste, construction/demolition debris, reclaimable material, and vegetation roll-off and/or compactor services in the unincorporated area of Broward County.
If the School Board votes "No"	• SBBC will not have a competitive service option for roll-off and compactor services and will be subject to higher recurring fees based on the regular refuse contract.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Provides a return on investment, with savings attributed to lower collection frequency and lower disposal rates than those found in franchise markets, and where city-owned refuse services are provided by having a dedicated hauler contractually bound by an agreement locking in pricing for the duration of the ITB.

Background/History
This bid supplies permanent roll-off and compactor services to 20 District locations based on regular need and volume. In addition, this bid supplies "on-call" roll-off services to all the remaining District's schools and administration facilities found in the unincorporated area of Broward County. Finally, this bid provides "on-call" roll-off services for these unincorporated area locations in the event of a major natural disaster and/or collection/disposal of construction materials to support projects performed by Physical Plant Operations (PPO).

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	The original Agreement is for a term of 36 months beginning August 1, 2026, or upon approval by the School Board, whichever is later, with two one-year renewal extensions.
Multi-Year Agreement:	Yes, this multi-year agreement has the option for two additional one-year periods, and if needed, 180 days beyond the expiration date of the renewal period; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): MST Scrap Metal Inc. d/b/a MST Dumpster; Wasteline Solutions, Inc.
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800 and Rule 6A-1.012(1)(b), Florida Administrative Code, an Invitation to Bid (ITB) is a written competitive solicitation used when the School District can clearly define the scope of work for a service or establish precise specifications for the commodities being purchased. Invitations to Bid are publicly posted and require vendors to submit sealed competitive bids.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to the District of $650,000.
2. Funding will come from the Environmental Health & Safety Department's utilities/operating budget.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 – 7/31/2027	12 months	$650,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY 27	11 months	General Fund (Utilities)Budget	$198,000
FY 28	12 months	General Fund (Utilities)Budget	$217,000
FY 29	12 months	General Fund (Utilities)Budget	$217,000
FY 30	1 months	General Fund (Utilities)Budget	$18,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Access to roll-off container, collection, and disposal services supports cleaner, safer school campuses by facilitating the prompt removal of bulk and specialized waste streams. This timely removal helps maintain positive curb appeal and supports indoor environmental quality by reducing the potential for waste accumulation, odors, pests, and debris migration into building spaces.
School Selection /Prioritization	Participation is open to all schools across the District without prioritization
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Award Recommendation
Exhibit C: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	ITB27-011	**Preparation Date:**	April 30, 2026
Previous Bid # (Ex: 10-004R):	FY22-047	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:	$650,000	**Bid Title:**	Refuse Services, Roll-Off Services
Previous Award Total:	$366,000		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	8/1/2021	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	56

SPEND REPORTING	
Purchase Order(s) Spend:	$2,217
P Card Purchases:	$273,133
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$275,350**
Average Monthly Expenditure:	$4,917
Unused Authorized Spending:	**$90,650**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
141291-AJ PANZARELLA LLC DBA	N/A		$ 2,217
	PO VENDOR SPEND:		**$ 2,217**
	P-CARD SPEND:		**$ 273,133**
	TOTAL SPEND:		**$ 275,350**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1340096090	**Name** (First & Last)	Alison D. Witoshynsky
Fund	1340	**Title**	Director
Functional Area	7903721740000000	**Department/School Name**	Environmental Health & Safety
Commitment Item	53810000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/10/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AWARD RECOMMENDATION
NOTICE OF AWARD OR INTENDED AWARD

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

ITB #: ITB27-011

Tentative Board Meeting Date*: 6/9/2026

ITB Title: Refuse Services – Roll-Off units

Notified: 1658 # Downloaded: 30

of Responses Rec'd: 8 # of "No Bids": 0

For: Environmental Health & Safety
(School/Department)

ITB Opening Date : 5/1/2026

Fund: Department Budget

Advertised Date: 4/16/2026

ELECTRONIC POSTING OF AWARD OR INTENDED AWARD: Attention: This notice is pursuant to Section 120.57(3), Florida Statutes, of an award of intended award by The School Board of Broward County, Florida ("SBBC") concerning a competitive solicitation, contract award, or exceptional purchase. The ITB award recommendations will be posted in the Procurement & Logistic Operations Department and www.Demandstar.com on **MAY 7, 2026 @ 3:00 PM** and will remain posted for Seventy-Two (72) hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within Seventy-Two (72) hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) calendar days after the date the notice of protest is filed**. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time prescribed in School Board Policy 3800 and Section 120.57(3), Florida Statutes, required by law and shall constitute a waiver of proceedings under Chapter 120, Florida Statutes**. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days during which SBBC's administration is closed shall be excluded in the computation of the Seventy-two (72) hour time periods described herein. Notices of protest and formal written protests shall be filed at the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to "The School Board of Broward County, Florida" in an amount equal to one percent (1%) of the estimated value of the contract or purchase. The original bond or other permitted security shall be delivered to the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351 at the same time the formal written protest must be filed. The original bond or other permitted security may not be faxed or sent via e-mail or other electronic means.

(*) The Cone of Silence, as stated in the RFP and School Board Policies 3800 and 1100B, is in effect until SBBC adjourns the SBBC meeting at which the award or intended award is approved. The SBBC meeting date stated above is tentative. Please contact the Purchasing Agent of record to confirm the actual date the Cone of Silence has concluded.

AWARD OR INTENDED AWARD

Awarded Vendor(s)	Awarded Group(s)
A.J. Panzarella LLC dba Panzarella Waste & Recycling Services	Entirety – Primary
MST Scrap Metal Inc dba MST Dumpster.	Entirety – 1st Alternate
Wasteline Solutions, Inc	Entirety – 2nd Alternate
Waste Connections of Florida, Inc	Entirety – 3rd Alternate

Contract Period: Three (3) year Agreement beginning on 8/1/2026 or upon approval by the Board, whichever is later.

By: Edgar Lugo (Purchasing Agent) Date: 5/7/2026

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

ITB27-011
Refuse Services - Roll-Off Units

BID TO BE AWARDED IN ITS ENTIRETY
individual price to be considered for award of the Group.

GROUP 1 - Open Roll-Off Units

contained compactor.
Quantities listed are estimates and are not guaranteed.

ALL items within the group must have an
For Bidding purposes, please use a 2-ton average for all open top ROL containers, and 8-tons for the self-

Item #	Description	Approx. # of Hauls Per Year	# of Containers & Unit Sizes Needed	A.J. Panzarella LLC dba Panzarella Waste & Recycling Services - Cost/Haul	A.J. Panzarella LLC dba Panzarella Waste & Recycling Services - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor.	A.J. Panzarella LLC dba Panzarella Waste & Recycling Services - Annual Cost	Coastal Waste & Recycling Inc - Cost/Haul	Coastal Waste & Recycling Inc - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor	Coastal Waste & Recycling Inc - Annual Cost	MST Scrap Metal Inc dba MST Dumpster - Cost/Haul	MST Scrap Metal Inc dba MST Dumpster - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor	MST Scrap Metal Inc dba MST Dumpster - Annual Cost	MST Scrap Metal Inc dba MST Dumpster - Annual Cost - 2% price preference	Republic Services of Florida, Limited Partnership - Cost/Haul	Republic Services of Florida, Limited Partnership - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor	Republic Services of Florida, Limited Partnership - Annual Cost	Waste Connections of Florida, Inc. - Cost/Haul	Waste Connections of Florida, Inc. - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor	Waste Connections of Florida, Inc. - Annual Cost	Waste Management Inc. of Florida - Cost/Haul	Waste Management Inc. of Florida - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor	Waste Management Inc. of Florida - Annual Cost	Waste Pro of Florida Inc. - Cost/Haul	Waste Pro of Florida Inc. - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor	Waste Pro of Florida Inc. - Annual Cost	Wasteline Solutions, Inc. - Cost/Haul	Wasteline Solutions, Inc. - Cost/ton. Use average 2-Ton/haul for all open top containers and 8-ton/haul for self-contained compactor	Wasteline Solutions, Inc. - Annual Cost	Wasteline Solutions, Inc. - Annual Cost - 2% price preference
1	Physical Plant Operations - Zone 2 3867 NW 10th Avenue Oakland Park, FL 33309	12	(1) 30 cu yd	$142.49	$52.56	$2,971.32	$305.00	$70.00	$5,340.00	$145.00	$67.21	$3,353.04	$3,285.98	$325.00	$65.00	$5,460.00	$179.00	$67.21	$3,761.04	$265.00	$70.00	$4,860.00	$180.00	$64.49	$3,707.76	$169.00	$67.41	$3,645.84	$3,572.92
2	DILLARD HIGH 2501 NW 11 STREET FT. LAUDERDALE, FL 33311	60	(2) 20 cu yd	$147.24	$52.56	$15,141.60	$305.00	$70.00	$26,700.00	$145.00	$61.00	$16,020.00	$15,699.60	$325.00	$65.00	$27,300.00	$179.00	$61.00	$18,060.00	$265.00	$70.00	$24,300.00	$180.00	$64.49	$18,538.80	$169.00	$61.00	$17,460.00	$17,110.80
3	DRIFTWOOD MIDDLE 2751 NW 70 TERRACE HOLLYWOOD, FL 33024	17	(1) 20 cu yd	$147.24	$52.56	$4,290.12	$305.00	$70.00	$7,565.00	$145.00	$65.08	$4,677.72	$4,584.17	$325.00	$65.00	$7,735.00	$179.00	$65.08	$5,255.72	$265.00	$70.00	$6,885.00	$180.00	$64.49	$5,252.66	$183.00	$65.08	$5,323.72	$5,217.25
4	FORT LAUDERDALE HIGH 1600 NE 4TH AVENUE FORT LAUDERDALE, FL 33305	17	(1) 20 cu yd	$147.24	$52.56	$4,290.12	$305.00	$70.00	$7,565.00	$145.00	$61.00	$4,539.00	$4,448.22	$325.00	$65.00	$7,735.00	$179.00	$61.00	$5,117.00	$265.00	$70.00	$6,885.00	$180.00	$64.49	$5,252.66	$169.00	$61.00	$4,947.00	$4,848.06
5	HOLLYWOOD HILLS HIGH 5400 STIRLING ROAD HOLLYWOOD, FL 33021	60	(1) 20 cu yd	$147.24	$52.56	$15,141.60	$305.00	$70.00	$26,700.00	$145.00	$65.08	$16,509.60	$16,179.41	$325.00	$65.00	$27,300.00	$179.00	$65.08	$18,549.60	$265.00	$70.00	$24,300.00	$180.00	$64.49	$18,538.80	$183.00	$65.08	$18,789.60	$18,413.81
6	MCARTHUR HIGH 6501 HOLLYWOOD BLVD. HOLLYWOOD, FL 33024	45	(1) 20 cu yd	$147.24	$52.56	$11,356.20	$305.00	$70.00	$20,025.00	$145.00	$65.08	$12,382.20	$12,134.56	$325.00	$65.00	$20,475.00	$179.00	$65.08	$13,912.20	$265.00	$70.00	$18,225.00	$180.00	$64.49	$13,904.10	$183.00	$65.08	$14,092.20	$13,810.36
7	NORTH AREA MAINTIB-STOCK 6501 NW 15 AVENUE FT. LAUDERDALE, FL 33309	36	(2) 20 cu yd	$142.49	$52.56	$8,913.96	$305.00	$70.00	$16,020.00	$145.00	$61.00	$9,612.00	$9,419.76	$325.00	$65.00	$16,380.00	$179.00	$61.00	$10,836.00	$265.00	$70.00	$14,580.00	$180.00	$64.49	$11,123.28	$169.00	$61.00	$10,476.00	$10,266.48
8	PHYSICAL PLANT OPERATIONS CABINET SHOP 3810 NW 10TH AVENUE FT. LAUDERDALE, FL 33009	50	(1) 10 cu yd	$142.49	$52.56	$12,380.50	$305.00	$70.00	$22,250.00	$145.00	$61.00	$13,350.00	$13,083.00	$325.00	$65.00	$22,750.00	$179.00	$61.00	$15,050.00	$265.00	$70.00	$20,250.00	$180.00	$64.49	$15,449.00	$169.00	$61.00	$14,550.00	$14,259.00
9	SHERIDAN TECHNICAL CENTER 5400 W. SHERIDAN STREET HOLLYWOOD, FL 33021	58	(1) 20 cu yd	$147.24	$52.56	$14,636.88	$305.00	$70.00	$25,810.00	$145.00	$65.08	$15,959.28	$15,640.09	$325.00	$65.00	$26,390.00	$179.00	$65.08	$17,931.28	$265.00	$70.00	$23,490.00	$180.00	$64.49	$17,920.84	$183.00	$65.08	$18,163.28	$17,800.01
10	SOUTH AREA MAINTENANCE 1295 N. 21 AVENUE HOLLYWOOD, FL 33020	27	(2) 20 cu yd	$147.24	$52.56	$6,813.72	$305.00	$70.00	$12,015.00	$145.00	$65.08	$7,429.32	$7,280.73	$325.00	$65.00	$12,285.00	$179.00	$65.08	$8,347.32	$265.00	$70.00	$10,935.00	$180.00	$64.49	$8,342.46	$183.00	$65.08	$8,455.32	$8,286.21
11	SOUTH BROWARD HIGH 1901 N. FEDERAL HIGHWAY HOLLYWOOD, FL 33020	21	(1) 20 cu yd	$147.24	$52.56	$5,299.56	$305.00	$70.00	$9,345.00	$145.00	$65.08	$5,778.36	$5,662.79	$325.00	$65.00	$9,555.00	$179.00	$65.08	$6,492.36	$265.00	$70.00	$8,505.00	$180.00	$64.49	$6,488.58	$183.00	$65.08	$6,576.36	$6,444.83
12	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	21	(1) 20 cu yd	$147.24	$52.56	$5,299.56	$305.00	$70.00	$9,345.00	$145.00	$61.00	$5,607.00	$5,494.86	$325.00	$65.00	$9,555.00	$179.00	$61.00	$6,321.00	$265.00	$70.00	$8,505.00	$180.00	$64.49	$6,488.58	$169.00	$61.00	$6,111.00	$5,988.78
13	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	15	(1) 10 cu yd	$147.24	$52.56	$3,785.40	$305.00	$70.00	$6,675.00	$145.00	$61.00	$4,005.00	$3,924.90	$325.00	$65.00	$6,825.00	$179.00	$61.00	$4,515.00	$265.00	$70.00	$6,075.00	$180.00	$64.49	$4,634.70	$169.00	$61.00	$4,365.00	$4,277.70
14	SUNRISE MIDDLE 1750 NE 14 STREET FORT LAUDERDALE, FL 33304	15	(1) 20 cu yd	$147.24	$52.56	$3,785.40	$305.00	$70.00	$6,675.00	$145.00	$61.00	$4,005.00	$3,924.90	$325.00	$65.00	$6,825.00	$179.00	$61.00	$4,515.00	$265.00	$70.00	$6,075.00	$180.00	$64.49	$4,634.70	$169.00	$61.00	$4,365.00	$4,277.70
15	WHIDDON ROGERS ADULT ED 700 SW 26 STREET FORT LAUDERDALE, FL 33315	30	(1) 20 cu yd	$147.24	$52.56	$7,570.80	$305.00	$70.00	$13,350.00	$145.00	$61.00	$8,010.00	$7,849.80	$325.00	$65.00	$13,650.00	$179.00	$61.00	$9,030.00	$265.00	$70.00	$12,150.00	$180.00	$64.49	$9,269.40	$169.00	$61.00	$8,730.00	$8,555.40
16	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	104	(2) 20 cu yd	$142.49	$52.56	$25,751.44	$305.00	$70.00	$46,280.00	$145.00	$61.00	$27,768.00	$27,212.64	$325.00	$65.00	$47,320.00	$179.00	$61.00	$31,304.00	$265.00	$70.00	$42,120.00	$180.00	$64.49	$32,133.92	$169.00	$61.00	$30,264.00	$29,658.72
17	HALLANDALE HIGH 720 NW 9 AVENUE HALLANDALE, FL 33008	20	(1) 20 cu yd	$147.24	$52.56	$5,047.20	$305.00	$70.00	$8,900.00	$145.00	$75.04	$5,901.60	$5,783.57	$325.00	$65.00	$9,100.00	$179.00	$75.09	$6,583.60	$265.00	$70.00	$8,100.00	$180.00	$64.49	$6,179.60	$140.00	$75.04	$5,801.60	$5,685.57
18	**SBBC OWNED COMPACTION UNIT** Gulfstream Academy 1000 SW 3rd Street Hallandale Beach, FL 33008	12	(1) 30 cu yd self cont.	$211.66	$68.04	$9,071.76	$340.00	$70.00	$10,800.00	$195.00	$75.04	$9,543.84	$9,352.96	$400.00	$65.00	$11,040.00	$179.00	$75.09	$9,356.64	$350.00	$70.00	$10,920.00	$190.00	$64.49	$8,471.04	$140.00	$69.00	$8,304.00	$8,137.92
19	Additional School sites as needed	171	(1) 20 cu yd	$147.24	$52.56	$43,153.56	$305.00	$70.00	$76,095.00	$145.00	$61.00	$45,657.00	$44,743.86	$325.00	$65.00	$77,805.00	$179.00	$65.08	$52,866.36	$265.00	$70.00	$69,255.00	$180.00	$64.49	$52,835.58	$140.00	$72.00	$48,564.00	$47,592.72
	Group 1 total (this amount will be used to determine award)					$204,700.70			$357,455.00			$220,107.96	$215,705.80			$365,485.00			$247,804.12			$326,415.00			$249,166.46			$238,983.32	$234,204.24

LEGEND
Primary
1st Alternate
2nd Alternate
3rd Alternate

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936
PROCUREMENT & LOGISTIC OPERATIONS
www.BrowardSchools.com

The School Board of Broward County, Florida

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Dr. Howard Hepburn
Superintendent of Schools

April 16, 2026

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: ITB27-011- Refuse Services – Roll-Off Units

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Refuse Services – Roll-Off Units**. Any questions regarding this ITB should be addressed to me in writing via e-mail to **edgar.lugo@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.47) shall take effect. Any bidder or lobbyist for a bidder **is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee** after Procurement & Logistic Operations releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

EMERGING/SMALL/VETERAN/MINORITY/WOMEN BUSINESS ENTERPRISE (E/S/V/M/WBE) CERTIFICATION AND PARTICIPATION (See Attachment A)
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC): SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on (**SEE SECTION 2 – CALENDAR**), beginning at Eastern Time (ET), in the Technology and Support Services Center, Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right not to tabulate any illegible entries, pencil bids, or price corrections that have not been initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due electronically (e-bidding through DemandStar) on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid," and return via facsimile to 754-321-0533 or scan and send via e-mail to **edgar.lugo@browardschools.com**. Your response to the statement "No" Bid is very important to Procurement & Logistic Operations when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Edgar Lugo
Manager, Construction Sourcing

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The School Board of Broward County, Florida
PROCUREMENT & LOGISTIC OPERATIONS
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids must be submitted electronically via Demandstar **on or before 2:00 p.m. Eastern Time (ET):**

5/1/2026

Check the Addenda for any revised opening dates before submitting your bid. **Bid(s) received after the date and time stated above shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
ITB27-011	April 16, 2026	Edgar Lugo 754-321-2515

BID TITLE:

REFUSE SERVICES – ROLL-OFF UNITS

SECTION 1 – BIDDER ACKNOWLEDGEMENT

THIS MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 7.2.3, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY, INCLUDING THE HANDWRITTEN OR ELECTRONIC SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT WITH THE BID WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD UNDER THIS COMPETITIVE SOLICITATION.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below.
"**Doing Business As**" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and **unconditional** acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from the date due.

_____
Signature of Authorized Representative (Manual, Handwritten, or Electronic)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to ensure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ Below have been submitted.

☒ Bidder Acknowledgement Section 1	☒ Conflict of Interest Form Section 8, Attachment B	☒ Certificate of Debarment Section 8, Attachment C	☐ Manufacturers Authorization Special Condition __
☐ Bidder's Preference Statement Special Condition __	☒ Bid Summary Sheet Section 4	☒ EDDC Bidder/Proposer Assurance Statement Doc. 00471 (Attachment A)	☐ EDDC Statement of Intent to Perform as E/S/V/M/WBE Subcontractor Doc. 00470 (Attachment A) (IF APPLICABLE)
☐ EDDC E/S/V/MWBE Participation Schedule – Doc. 00475 (Attachment A) (IF APPLICABLE)	☐ Material Safety Data Sheets Special Condition __	☒ Affidavit Regarding the Use of Coercion for Labor and Services. Section 8, Attachment F	☐ Descriptive Literature Special Condition ____

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No-Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Thursday, April 16, 2026	Release of ITB27-011.
Tuesday, April 21, 2026	Non-Mandatory Bidder's Conference (See Special Condition 3) Procurement & Logistic Operations Department. The meeting will be held at 9:00 AM: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 Virtual Pre-bidders Conference is also available at: MS Teams **Join:** https://teams.microsoft.com/meet/27931767677706?p=QdqDYntsVJMHgkzC8C Meeting ID: 279 317 676 777 06 Passcode: dv9pZ2g9 **Dial in by phone** +1 754-216-1864,,474044208# United States, Fort Lauderdale Phone conference ID: 474 044 208#
Friday, April 24, 2026	Vendor written questions (See Special Condition 2) due on or before 5:00 p.m. ET via email to: edgar.lugo@browardschools.com
Friday, May 1, 2026*	*Bids are due electronically (e-bidding through www.demandstar.com) on or before 2:00 p.m. ET. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted. NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via Demandstar. Proposal Opening will be at: 7720 West Oakland Park Blvd., Suite 323 Sunrise, Florida 33352-6704
Thursday, May 7, 2026	Posting of Recommendation @ 3:00 PM on Demandstar.com

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!), and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Refuse Services – Roll-Off Units, as specified herein. The scope of requirements includes, but is not limited to, Refuse Services – Roll-Off Units. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

SUBMIT IN TIME FOR BID OPENING:

- E-bidding through Demandstar.com

2. **QUESTIONS FROM BIDDERS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Edgar Lugo**, Purchasing Agent in Procurement & Logistic Operations, via email to edgar.lugo@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 7.8 of this ITB.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **NON-MANDATORY BIDDER'S CONFERENCE:** A Bidders' Conference will be held on **April 21, 2026, beginning at 9:00 am.** Representatives from all interested companies are encouraged to attend. **PLEASE BRING A COPY OF THIS ITB WITH YOU TO THE MEETING.**

   The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive bid for submission to SBBC. Questions submitted shall be answered by all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Any information verbally given by any party at the Bidder's Conference shall not be binding on SBBC. Bidders shall only consider the information provided in the ITB or via Addenda.

   In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.

4. **TERM:**. The award of this bid shall establish a three (3) year Agreement beginning on **8/1/2026** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

5. **RENEWAL/EXTENSION:** The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Logistic Operations Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **AWARD:** This bid shall be awarded in its **ENTIRETY** to one primary and up to three alternate, responsive and responsible bidders, meeting all specifications, terms, and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. It is necessary for a Bidder to bid on every item in the bid in order to have their bid considered. The lowest-priced Bidder for the Group shall be considered the Primary Awardee for that Group. All other responsive Bidders for that Group will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC may need to order an individual component within the

bid. All items must have an individual cost. Failure to state the individual cost for any item shall result in the disqualification of the entire bid. It is also required that the Bidder carefully considers each item and makes sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications, the entire bid shall be disqualified.

After the award of this bid, any Awardee who violates any specification, term, or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 7.44 and 7.64 and Part XII, of School Board Policy 3800.

7. **USE OF BID:** When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide a quotation within three (3) business days of request. End-users will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

*Unless no certified S/M/WBE vendors are Awardees. If the certified S/M/WBE vendor does not provide a quote within 3 business days, the end-user will submit documentation of the attempt (email, etc.) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

8. **CONTAINERS:** The Awardee shall furnish all open roll-off type equipment and compaction units in good repair; **e.g., good working condition, posing no health/safety hazards of any kind**. The Awardee, when requested by the Manager or Designee, Environmental Conservation/Utility Management or designee, shall repair, replace, sanitize and repaint the containers furnished to SBBC as specified, **within 48 hours** of written notice at no cost to SBBC. The Awardee shall also furnish any and all equipment, materials, supplies and all other labor and personnel necessary for the performance of its obligations under this contract.

   Design of all equipment is subject to the approval of the Manager or Designee, Environmental Conservation/Utility Management and must be changed upon notification without additional cost to SBBC.

9. **REPLACEMENT OPEN ROLL-OFF CONTAINERS**: When an open roll-off unit is hauled from an SBBC location, the unit brought as a replacement shall be the same size as the unit removed unless otherwise directed. For example, if a 20 cubic yard open roll-off container is hauled from the site and a replacement is required, the replacement must be a 20 cubic yard unit. If any changes to container size are made, the Awardee must notify, in writing, the Manager or Designee, Environmental Conservation Utility Management, 4200 NW 10th Avenue, Fort Lauderdale, Florida 33309. (754) 321-4220 or (954) 646-8995

10. **CONSTRUCTION AND DEMOLITION MATERIALS AND COMMERCIAL RECOVERED MATERIALS**: Some cities and municipalities require a hauler to be on an approved list for that city or municipality in order to haul construction and demolition materials and/or commercial recovered materials. In cities or municipalities which have this requirement, the hauler must be an approved hauler.

11. **EXCLUSIVE MUNICIPAL FRANCHISES**: It is the intention of SBBC to solicit bids for non-franchised locations. If sole-hauler franchised location(s) have been inadvertently included in this Invitation to Bid, they will be removed and will not be considered in the award of bid. If an award of bid is made inadvertently for a sole-hauler franchised location, the award will be rescinded. The trash hauling and disposal at these franchised locations will be handled by the current franchised hauler.

12. **EMERGENCY SITUATIONS**: In the event of an extreme weather event or some other emergency situation, it may be necessary for the Awardees to provide the labor necessary to remove debris as needed, in addition to providing refuse receptacles. Because SBBC provides fourteen (14) hurricane shelters at various locations, it will be necessary for the Awardee(s) to dedicate four (4) trucks and sufficient staff to remove debris from these sites after a storm or related emergency situation.

13. **BIDDERS' QUALIFICATIONS:** Prior to contract start, Awardee(s) shall submit a copy of the current Business Tax Receipt issued by Broward County and/or the cities in which the refuse services are to be performed, with the bid or three (3) working days after request. Failure to provide may result in disqualification.

14. **BALANCE–OF–LINE OPTION:** Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section for informational purposes only and is not part of the award process. **The percentage discount offered may not decrease throughout the term of the Agreement.** The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

15. **DELIVERY/ FREIGHT:** Delivery must be completed within 2 business days of receipt of the order (ARO).

16. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period, and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

17. **ADDING OR DELETING SITES:** SBBC may, during the term of the Agreement, add or delete service, wholly or in part, at any SBBC site. In the event that a site listed herein is deleted, the quoted cost for the item(s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the Agreement, the Bidder shall invoice the same amount as prices quoted herein for similar items.

18. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

19. **FLORIDA BIDDING'S PREFERENCE:** General Condition 7.2.4 does not apply to this Bid as no personal property is being purchased.

20. **INSPECTION OF FACILITIES:** In order to be considered for an award, Bidders shall have adequate local stock to supply the requirements of this ITB at the time of bid opening. Therefore, SBBC reserves the right, prior to recommending this bid for an award, to inspect Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's local stock is adequate to meet the requirements of this bid. Adequacy of local stock shall be a determining factor in an award to assure SBBC of the delivery of items specified within two (2) days after receipt of an order. If, in the opinion of SBBC's representative, it is determined that local stock is not adequate to meet the requirements of this ITB, based upon an inspection of Bidder's facilities, a recommendation shall be made to reject the bid of the vendor(s) not meeting this requirement.

21. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or to the address indicated on the Purchase Order, and emailed to FRDAPHELP@BROWARDSCHOOLS.COM.**
    i. Material release number OR the control number
    ii. Purchase Order number
    iii. A complete description of the items
    iv. Itemized list price
    v. Total dollar amount shall be net
    vi. IV: Itemized retail list price
    vii. V: Percentage discount applied per item
    viii. VI: Final price with discount
    ix. VIII: Total invoice dollar amount shall be net

    Material back-ordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

22. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with bid requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com. New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

23. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete, and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at https://www.browardschools.com/supplierselfregistration. Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

24. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

25. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discounts. Awardee(s) to fill their orders at the lowest price.

26. **PRICING**: Pricing for open roll-off units is being requested as a haul plus disposal rate structure. SBBC makes no guarantees as to the contents in the containers. The refuse generated by SBBC may include food remains, landscape debris, some recovered materials, and many miscellaneous items. For the purposes of this ITB, the refuse being generated will include at least 10% solid waste with the exception of units being used for vegetation and construction/demolition (C&D) containers. In the cases where C&D and/or vegetation containers are needed and/or requested, SBBC at is discretion reserves the right to negotiate pricing and consider alternative hauling options. SBBC will not pay any franchise fees or container rental fees. **For Bidding purposes, please use a 2-ton average for all open top ROL containers, and 8-tons for the self-contained compactor**.

27. **MONTHLY MAINTENANCE CHARGES**: SBBC shall not pay monthly maintenance charges or rental fees

28. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written

    approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction.

    a. The Director, Procurement & Logistic Operations, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial, and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

29. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bidding product, the lowest of these reduced prices shall be extended to SBBC.

30. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

31. **NON-CONFORMING PRODUCT:** Items offered by the Bidder may be tested for compliance with bid conditions and specifications at any time. Items delivered not conforming to bid conditions or specifications may be rejected by the warehouse, PPO, or the Purchasing Agent and returned at the Awardee's expense. Goods shall be picked up by the Awardee at the warehouse or at all locations possessing awarded item(s) at no cost to SBBC within thirty (30) days. Violation of performance of any item in this bid may also find the Awardee in default of their contract if over 10% of facilities using the awarded item report to PPO, Custodial Department, in writing, that they are experiencing difficulties with the expected performance or usage of their items. Awardee shall be allowed to cure the default within thirty (30) days after formal complaint. **Failure to cure the default shall result in the removal of the product from use by the District**. Any violation of these stipulations may also result in any bid submitted by the vendor will not be considered and will not be recommended for an award for a period of two (2) years, and all schools and departments will be advised not to do business with the defaulted vendor.

32. **W-9 FORMS:** All Bidders are requested to complete a W-9 form, which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit it with their bid.

SECTION 3 – SPECIAL CONDITIONS (continued)

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SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains three (3) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes.

2. The Bid Summary Worksheet must be submitted, in time for bid opening, both with the original bid's hardcopy and PDF file as well as a separate electronic file attachment in Excel (.xls) format using electronic storage media (e.g. USB memory sticks/thumb-drives).

3. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   TAB 1 - COMPANY REPRESENTATIVE: Bidder(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

   TAB 2 – GROUP 1 PRICING: Bidder to provide proposed pricing.

   TAB 3 – ADDITIONAL INFORMATION: Bidder to fill out the "Additional Information".

4. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

BID SPECIFICATIONS

1. **CHANGES IN SERVICE**: Any changes in services required by SBBC locations beyond the listed contracted requirements shall have prior written approval by the Manager, Energy Conservation/Utility Management. During the contract period, as requirements change, SBBC may make changes as necessary by notifying the Awardee(s) in writing. Changes may include location, increase or decrease in number and/or size of units and the frequency of pick ups. There may be a reduction in the service required at schools closed during portions of June, July and August. Any request made by any SBBC locations for changes in service SHALL BE APPROVED BY the Manager or Designee, Environmental Conservation/Utility Management or his designee. All requests for changes must be in writing and come from the Manager or Designee, Environmental Conservation/Utility Management or his designee.

2. **NON-SERVICE DAYS**: SBBC facilities are closed for certain holidays and breaks during the school year. The Awardee(s) will be notified of these holidays by letter from the Manager or Designee, Environmental Conservation/Utility Management or his designee. Reduced pick ups may be required during these times. The Awardee(s) shall provide garbage and trash disposal service for all days as designated by SBBC. Credit shall be given for non-service days.

   Select summer school programs may be part of the schedule. For information only, SBBC usually approves this summer school schedule during the months of April or May. Schools are normally closed an estimated five days during Spring Break and an estimated 7 – 10 days during winter break. The School Board Energy Conservation/Utility Management Department will notify the Awardee(s) 30 days in advance of the exact non-service days to ensure proper credit.

3. **PICK-UP SCHEDULING**: SBBC shall email the Awardee(s) designee(s) when roll-off units need to be serviced. The Awardee shall be responsible for confirming receipt of the service request via-return email within two (2) hours of receipt. The Awardee will schedule and complete all requests for services within 24-hours of notification. Service non-compliance shall be subject to the following invoice credit schedule:

First Missed Collection	$100 Credit
Second Missed Collection (within 30 days)	$200 Credit
Additional Missed Collections (within 30 days)	$300 Credit

A pattern of three or more missed collections within 30 days may result in a default of contract. It is extremely important that all scheduled service requests be completed on time. The Awardee will need to have back-up equipment and/or drivers available in order to ensure that SBBC's collection request are completed as scheduled.

4. **SERVICE INTERRUPTIONS**: There are times when the access to the roll-off container may be restricted. This may include locked gates, vehicles blocking the area, an overloaded container, etc. In these instances, the Awardee is to contact the designated SBBC representative(s) via phone by calling (754) 321-4220 or (954) 646-8995. SBBC will provide entrance keys to the Awardee's drivers. The Awardee's drivers are responsible for locking the gate immediately upon service completion at all District locations, regardless to the gate being locked or unlocked at time of arrival.

5. **DISASTER ASSISTANCE**: In the event of a disaster affecting most or all of Broward County, the Awardee(s) will be required to haul trash and debris within 48 hours in order to avoid health and safety hazards.

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SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

3. **Auto Liability.** Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. **Verification of Coverage** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

5. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

6. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if the required insurance is canceled.

7. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein throughout the term of this Agreement.

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SECTION 6 – ECONOMIC DEVELOPMENT AND DIVERSITY COMPLIANCE (EDDC)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC): SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on Emerging Small, Minority, Veteran and Women Business Enterprise (E/S/V/M/WBE) Certification, contact The Economic Development Opportunities & Compliance (EDOC) Department at 754-321-0770 or visit www.browardschools.com/EDOC.

Nondiscrimination: Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses to this Bid, it is understood and agreed that if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

Industry–Specific Remedial Affirmative Procurement Initiative (API): The **Goal Setting Committee** (GSC) has assigned the following API:

In accordance with **SBBC Policy No. 3330** and the findings of the **2023 Disparity Study**, the GSC has established an **E/S/V/M/WBE Prime Bidder Pricing Preference** for contracts related to the purchase of "Goods and Other Services." A **two percent (2%) price preference** will be applied if the Prime bidder is an **EDOC-certified E/S/V/M/WBE firm**.

After the application of all other bidder preference laws, any responsive and responsible **EDOC-certified E/S/V/M/WBE Prime bidder/proposer(s)** that meet the specified requirements and whose bids fall within **two percent (2%)** of the lowest non-EDOC-certified bidder will receive this price preference incentive.

Documentation and Certification Requirements:
All bidder/proposer(s) must submit **Document 00471** (see Attachment A) at the time of submission. Prime bidder/proposer(s) committing to subcontracting with an **EDOC-certified E/S/V/M/WBE firm** must also submit **Documents 00475 and 00470**, along with a copy of the subcontractor/subconsultant's EDOC certificate.

To view the current list of E/S/V/M/WBE certified firms and to learn how to become certified, please visit:
https://www.browardschools.com/EDOC

Reporting Requirements:

MANDATORY – Post-Award Monthly Compliance Monitoring and Reporting Requirements:
Any proposal that results in the award of a contract shall require the awarded contractor to fully participate in and comply with the requirements of the Supplier Diversity Outreach (SDOP) Program.

Upon contract award, all awarded contractors shall register in and utilize the *SDOP Management System* powered by B2Gnow for compliance monitoring and reporting purposes.

Prime contractors shall report all contract-related revenue and payment activity within the system, including the reporting of all payments made to E/S/V/M/WBE subcontractors. Such reports shall be submitted no later than the 10th day of each month for the preceding reporting period.

Notice: Any proposed modifications to the approved utilization and/or subcontracting plan—including, but not limited to, subcontractor substitutions, additions, deletions, or terminations—must be approved in advance by the EDOC department.

SECTION 7 – GENERAL CONDITIONS

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7.1 **LIABILITY: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive."**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

7.1.2 By AWARDEE: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Awardee, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents," Invitation to Bid (ITB) number, and the title of the ITB and received in the Procurement & Logistic Operations Department no later than the specified date and time for the Invitation to Bid opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the ITB and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this ITB was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the ITB. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (package, box, etc.) with the ITB number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in the Procurement & Logistic Operations Department on or before 2:00 p.m. ET on the date due for the proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the ITB or Addendum. Failure to submit such a proposal in a timely manner shall disqualify the Proposer, and such proposal will either be returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** The proposal must contain an original manual or digital signature (in blue ink) of an authorized representative who can bind the company to the requirements of the ITB in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the ITB.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, along with the proposal, shall result in the proposal being considered "non-responsive" and rejected.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT & LOGISTIC OPERATIONS on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & Logistic Operations will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released has been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been filed in a timely manner. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the ITB. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this ITB. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered, or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the ITB or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the ITB. All sample(s) will be disposed of after thirty (30) days after the award of the ITB.

Each individual sample must be labeled with the Proposer's name, ITB Number, and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the ITB, sample(s) should be delivered to the Procurement & Logistic Operations Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT: Shipping points offered other than F.O.B. Destination shall be rejected**. Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of the Purchase Order in the space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Logistic Operations Department as requested in the Conditions of the ITB, Information. If necessary, an Addendum will be issued. (Section 3, Special Condition 2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Logistic Operations Department reserves the right to withdraw this ITB at any time prior to the time and date specified for the ITB opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this ITB shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida, or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** The proposal opening shall be made public on the date and at the time specified in the ITB. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE, & TITLE: Inspection and acceptance will be at the** destination unless otherwise provided in the ITB. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at the Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications free of damage or defect, and properly invoiced. Services will be paid after they have been performed and meet the requirements of the ITB. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity that is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** The proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5.0 of this ITB. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy, including product liability. (Refer to the Special Conditions of the ITB for the threshold requirements)
The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract. (Section 5.0)

7.17 LICENSES, CERTIFICATIONS, AND REGISTRATIONS: As of the ITB Opening Date, the Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this ITB shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

7.18 **BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

An Awardee who has any License, Certification, or Registration either suspended, revoked, or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Logistic Operations Department within five (5) working days of such suspension, revocation, or expiration. However, such suspension, revocation, or expiration after the date of the ITB opening shall not relieve the Awardee of its responsibilities under a contract awarded under this ITB.

7.19 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this ITB; then
b) Addenda released for this ITB, with the latest Addendum taking precedence; then
c) The ITB; then
d) Awardee's proposal.

7.19.1 **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.20 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida, and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

7.21 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.22 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.23 ***NONDISCRIMINATION:*** NONDISCRIMINATION: The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this ITB shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality, and the highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are not acceptable and will be rejected.**

7.25 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an ITB award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to

7.25 (continued) the School Board occasioned by the negligence of the Awardee (or agent)or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.26 **CANCELLATION:** In the event any of the provisions of this ITB are violated by the Awardee, the Director of Procurement & Logistic Operations shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), a recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or emailed to FRDAPHELP@BROWARDSCHOOLS.COM. Payment will be made a minimum of thirty (30) calendar days after delivery, authorized inspection, and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed), **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida, ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this to determine whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirable that all building materials, pressed boards, and furniture supplied to the school board be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this ITB, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this ITB nor any interest in any award of this ITB may be assigned, transferred, or encumbered by any party without the prior written consent from the Director, Procurement & Logistic Operations. There shall be no partial assignments of this ITB, including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this ITB for the period of time necessary for SBBC to release, award, and implement a replacement ITB for the goods, products, and/or services provided through this ITB. Such extension shall be at the same prices, terms, and conditions as existed at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new award under protest can be approved by the School Board.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided, and the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this ITB must be in the same format as any Purchase Order released as a result of the award of this ITB. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed incorrect and will be returned to the vendor by the accounts payable department for correction. The address for submitting invoices is included in the Purchase Order.

7.36 **PURCHASE AGREEMENT:** This ITB, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different from those contained in this ITB, including pre-printed text contained on catalogs, price lists, other descriptive information submitted, or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different from those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, the said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from the Awardee's equipment, and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority, and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686**.

7.39 **SBBC PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of the Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB, entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers, and employees of any liability in the form of physical or mental injury, death, or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC-issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification, and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual for whom an SBBC photo identification badge is requested must be registered on the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant that has been denied a badge is prohibited from entering SBBC property as an employee, sub-contractor, or agent of a contract Awardee. **The applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting, and an FBI background check can be found at the following website:

https://www.browardschools.com/Page/35284
Click on the link for Fieldprint Codes and Pricing.

7.39 (continued) Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge at that time will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting. Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB or any Addenda subsequently released thereto shall file a notice of intent to protest, in writing, **within 72 hours after the electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays, or days during which the school district administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday, or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3800 shall be filed at the office of the Director, Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations will be posted on www.demandstar.com **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays, and days during which the school district administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday, or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays, and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check, or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

7.41 **(continued) Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3800 shall be filed at the office of the Director, Procurement and Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

7.42 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the Purchase Order number/control number. Failure to provide a packing slip attached to the outside of the shipment will result in the refusal of shipment at the vendor's expense.

7.43 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.44 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts, or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

7.45 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password to avoid divulging the actual credit card number upon every purchase.

7.46 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with ITB conditions and specifications at any time. Items delivered that do not conform to ITB conditions or specifications may be rejected and returned at the vendor's expense. Services not conforming to ITB specifications shall be corrected and performed again to meet the specifications of the ITB at the expense of the Awardee. Goods or services not delivered as per the delivery date in ITB and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for award.
c) All departments are advised not to do business with vendors.

7.47 **CONE OF SILENCE:** Any proposer or lobbyist for a proposer is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Logistic Operations releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Logistic Operations. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the

7.47 (continued) time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and, therefore, be ineligible for award.**

7.48 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this ITB by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

749 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.50 **SEVERABILITY:** In case any one (1) or more of the provisions contained in this ITB shall be for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this ITB shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.51 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Logistic Operations for the distribution of all competitive solicitations, including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda, and have included all necessary information in their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

7.52 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.53 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail, or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization, or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form, which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.

7.54 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities.

7.54 (continued) Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction, and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower-tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower-tier covered transactions.

CERTIFICATION:

a) The prospective lower-tier participant certifies, by submission of this ITB, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal that includes a reference to this Form is submitted, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.55 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award.

7.56 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Logistic Operations, and the tie low bid vendors are invited to be present as witnesses.

Included as a part of the ITB documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. Confidentiality of information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law,

7.57 (continued) Nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from, or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, the Awardee agrees to provide the District with a written summary of the procedures the Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with the Awardee.

7.58 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this ITB shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until the posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the ITB is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the ITB shall constitute a waiver by the Proposer of any applicable exemptions from disclosure or any confidential status, including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of the Proposer's response to the ITB. SBBC will provide for the inspection or copying of any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the ITB or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to initiate such legal proceedings in a timely manner shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this ITB, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon SBBC's non-disclosure of portions of the Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such non-disclosure.

7.59 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.60 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC, including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.61 **PREPARATION AND COST OF PROPOSAL:** The proposer is solely responsible for any and all costs associated with responding to this ITB. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal or for any travel and per diem costs that are incurred by any Proposer

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee(s) shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee(s) keeps and maintains public records upon completion of the contract, the Awardee(s) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS ITB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE ITB, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.63 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this ITB Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this ITB Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this ITB Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with, or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the ITB Agreement. Termination pursuant to this section is not a breach of this ITB Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.55. If the default is not cured by the Awardee, the steps in section 7.46 shall be taken.

END OF THIS SECTION

SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

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ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC)

This form is Mandatory and must be completed and submitted with bid proposal.

Document Number 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:

SOLICITATION TITLE:

NOTE TO BIDDERS:
All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)

INSTRUCTIONS: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDOC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDOC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes ☐ No ☐
2. **Is** the Bidder/Proposer an EDOC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBOC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDOC Forms:*

Link to download Forms:

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/fs/resource-manager/view/d4cccf8b-cf7b-49e3-b6a8-aa92b9f821f8

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/fs/resource-manager/view/7d7ed411-aa3c-44f0-b650-d1d4aa6b7e33

Post – Award Monthly Compliance Monitoring/Reporting Requirements.
Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.
Document Link: https://browardschools.smwbe.com

I attest that I have read, understood, and will comply with the EDOC Requirements.

Name/Title: _____

Signature: _____ Date: _____

ATTACHMENT B – CONFLICT OF INTEREST

IT MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Bidder must disclose in its Bid the names of any employees who are employed by Bidder and are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder and who are also employees of SBBC have been identified above.

_____ _____

Electronic or Handwritten Signature Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

IT MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Electronic or Handwritten Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – DRUG-FREE WORKPLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

I am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Under penalties of perjury, I declare that I have read the foregoing Sworn Statement Pursuant to Section 287.087, Florida Statutes, and that the facts stated in it are true.

_____
Electronic or Handwritten Signature

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF THE NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

ATTACHMENT F - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

Section 787.06 Florida Statutes requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine or threaten to restrain, isolate or confine any person without lawful authority and against her or his will,
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, or any other actual or purported government identification document, of any person.
- Cause or threaten to cause financial harm to any person,
- Entice or lure any person by fraud or deceit, or
- Provide a controlled substance as outlined in Schedule 1 or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

ATTACHMENT G – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page, and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

SECTION 9 – STATEMENT OF "NO BID"

If your company is not submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Logistic Operations
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC prepare for future bids.

Company Name: _____

Contact:_____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "No Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with the scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the Agreement period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

PROCUREMENT & LOGISTIC OPERATIONS

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com https://www.browardschools.com/bcps-departments/plo

4/27/2026

ADDENDUM NO. 3

ITB ITB27-011

BID NAME: Refuse Services – Roll-Off Units

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

1. Attached are the responses to the questions received.
2. As a reminder, the bid due date is May 1, 2026 on or before 2:00 pm. E.T.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** ITB27-011, Bidder certifies acceptance of this Addendum.

Sincerely,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & LOGISTIC OPERATIONS

QUESTIONS & ANSWERS

- **QUESTION #1:** The current hauler bid $46 per ton in 2021. What is the School Board currently paying per ton?

  ANSWER TO QUESTION #1: Per ton is $48.80 for roll off. Per ton $54.03 for compactor.

- **QUESTION #2:** Attachment E asks us to certify that we have less than 4 employees. If we have more than 4 employees, do we leave that certification blank?

  ANSWER TO QUESTION #2: Attachment E is required only if applies to your firm.

- **QUESTION #3:** On the first page of the Demandstar eBid Response, it asks "Bid Amount." Since there are separate line items on the bid, what number should be placed in that box? It will not let you go to the next page of the bid without filling it with a number.

  ANSWER TO QUESTION #3: Enter any amount. This amount will not be taken into consideration. Make sure to include the bid summary sheet as part of the submittal.

- **QUESTION #4:** The last section of the Bid Summary (Additional Information), it asks whether there are relocation charges. If the answer is yes, do you fill in the relocation charges below? If the answer is no, do you leave the next section blank or put NA?.

  ANSWER TO QUESTION #4: Yes, if there are charges, fill out the section below. If there is no charges, you can put N/A.

This concludes Addendum No. 3 for ITB ITB27-011 – Refuse Services – Roll-Off Units
All other terms and conditions remain the same.

PROCUREMENT & LOGISTIC OPERATIONS

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com https://www.browardschools.com/bcps-departments/plo

4/24/2026

ADDENDUM NO. 2

ITB ITB27-011

BID NAME: Refuse Services – Roll-Off Units

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

1. Attached are the responses to the questions received.
2. As a reminder, the bid due date is May 1, 2026 on or before 2:00 pm. E.T.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** ITB27-011, Bidder certifies acceptance of this Addendum.

Sincerely,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

QUESTIONS & ANSWERS

- **QUESTION #1:** Special Condition 17 (Adding or Deleting Sites), p. 7. Please add the following language: "If, by adding or deleting sites during the term of this Agreement, it becomes, in the sole discretion of the Contractor, not economically feasible to perform the services hereunder, the Contractor may terminate the Agreement on thirty (30) days' written notice to the SBBC." The Contractor's pricing is built on the roster of sites and pickup frequencies set forth in the ITB; a material change to that roster during the term should trigger a corresponding right to exit.

  ANSWER TO QUESTION #1: No change.

- **QUESTION #2:** Special Condition 26 (Pricing / Refuse Composition), p. 8. The Contractor requests clarification of the tonnage assumptions set forth in this section. Specifically: (i) the 2-ton average for open-top roll-off containers and the 8-ton assumption for self-contained compactors are stated as bidding assumptions, but the section also states that refuse "will include at least 10% solid waste." Please confirm whether the 10% figure is intended as a floor on solid waste content for pricing purposes or as a representation regarding the composition of the waste stream. (ii) Please describe the mechanism, if any, by which the Contractor may seek an equitable adjustment if actual per haul tonnage materially and consistently exceeds the stated averages, and how that mechanism interacts with the three year price firmness requirement in Special Condition 28. (iii) Please confirm that disposal (tipping) fees charged to the Contractor by the receiving facility are a component of the "haul plus disposal" rate that may be adjusted where disposal site rates change, rather than being fixed through the initial three year term.

  ANSWER TO QUESTION #2: Refer to answer to question #2 in Addendum no. 1.

- **QUESTION #3:** Special Condition 26 / Special Condition 10 (C&D and Vegetation Containers; Approved-Hauler Lists), pp. 6 and 8. Please confirm how the SBBC intends to procure C&D and vegetation containers given that (a) Special Condition 26 expressly reserves the right to "negotiate pricing and consider alternative hauling options" for such containers, and (b) Special Condition 10 requires a hauler to appear on a city's or municipality's approved list for C&D and commercial recovered materials in certain jurisdictions. In particular, please identify which SBBC locations, if any, fall within municipalities that impose such approved hauler requirements, and clarify whether a Contractor's inability to qualify for a particular municipality's list affects award status for other, non-aSected sites..

  ANSWER TO QUESTION #3: Refer to answer to question #12 in Addendum no. 1

- **QUESTION #4:** Special Condition 29 and General Condition 7.52 (Price Reductions), pp. 8 and 19. The second sentence of this provision requires the Contractor to extend to the SBBC the lowest price it offers to any other customer on the same products and/or services during the term. Because the variables that go into pricing any particular customer's service are driven by the specific terms, volumes, geography,

equipment mix, and commercial circumstances of that engagement, this obligation is not capable of meaningful administration. The Contractor respectfully requests that this sentence be deleted.

ANSWER TO QUESTION #4: No change.

- **QUESTION #5:** Special Condition 30 (Protection of Work, Property, and Personnel), p. 9. Please add the following: "Except in the case of the Contractor's negligence or willful misconduct, the Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from the weight of its trucks and equipment." Roll-off collection necessarily requires heavy vehicle ingress and egress across SBBC driving surfaces, and the ordinary and expected wear associated with such access should not give rise to a damage claim.

  ANSWER TO QUESTION #5: No change.

- **QUESTION #6:** Special Condition 30 (Deductions from Payment), p. 9. Please add a sentence confirming that, before the SBBC withholds payment or makes a deduction for claimed loss or damage, the Contractor will be given written notice of the claimed loss or damage and a reasonable opportunity to investigate, respond, and, where liability is disputed, contest the deduction through an agreed dispute resolution process. There should be some process to determine the Contractor's liability before a financial penalty is imposed unilaterally.

  ANSWER TO QUESTION #6: No change.

- **QUESTION #7:** Bid Specifications 3 and 4 (Pick-Up Scheduling / Service Interruptions), pp. 10–11. Please confirm the following with respect to the missed collection credit schedule: (i) the credits apply only where the Contractor fails to complete a service request within the 24-hour completion window after having received the request in accordance with the e-mail notice mechanism set forth in Specification 3; (ii) a request transmitted to the Contractor outside ordinary business hours, or during a period when the receiving SBBC facility is closed, is deemed received at the start of the next business day for purposes of measuring the 24-hour completion window; and (iii) service interruptions caused by conditions described in Specification 4 (locked gates, vehicles blocking the container, overloaded containers, etc.), or by other conditions attributable to the SBBC or its agents, do not constitute missed collections and are not subject to credit. The Contractor further requests clarification as to the interaction between the two hour confirmation requirement in Specification 3 and the credit schedule in Specification 4. specifically, whether failure to confirm receipt within two hours is itself a credit triggering event or is an administrative matter separate from the performance standard.

  ANSWER TO QUESTION #7: SBBC will only require a credit if service was missed due to vendor or if the vendor does not follow our protocol for locked gates, vehicles blocking the container. SBBC understands that overloaded containers charges are not eligible for a credit.

- **QUESTION #8:** General Condition 7.32 (Assignment), p. 17. Please amend this provision to (i) permit an assignment as a matter of right to an affiliate of the Contractor (including a parent, subsidiary, or entity under common control), and to a successor by merger, consolidation, or sale of substantially all assets of the line of business performing the Agreement; and (ii) provide that the SBBC's consent to any other assignment shall not be unreasonably withheld, conditioned, or delayed. The Contractor requires reasonable rights to reorganize its corporate structure during a three year term with two option years.

  ANSWER TO QUESTION #8: No change.

- **QUESTION #9:** General Condition 7.1 (Liability and Indemnification), p. 15. The Contractor is willing to provide reasonable indemnification to the SBBC, but it should not be required to indemnify the SBBC for (i) the SBBC's own negligence or willful misconduct, (ii) the SBBC's breach of the Agreement, or (iii) violations of law by the SBBC or any of its oSicers, employees, or agents. The Contractor requests that General Condition 7.1.2 be replaced with the following, which mirrors the modification requested in the prior procurement: "The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the SBBC, its members, officers, employees, agents, and attorneys (collectively, the 'Indemnified Parties') of, from, and against all liability and expenses, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the 'Claims'), to the extent arising out of the Contractor's negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this ITB and any resulting Agreement. The Contractor's liability hereunder shall include all reasonable attorneys' fees and costs incurred by the SBBC in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the SBBC, and the Contractor hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation ofliability to which the may be entitled under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Contractor to assume liability for or indemnify, hold harmless, or defend any Indemnified Party to the extent the Claims are caused by: (i) the negligence or willful misconduct of any Indemnified Party; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this ITB or the resulting Agreement by the SBBC; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party."

  ANSWER TO QUESTION #9: No change. Refer to answer to question #18 in Addendum No. 1

- **QUESTION #10:** General Condition 7.44 (Audit and Inspection of Awardee's Documents and Records), p. 18. Please add the following language to this provision: "Where provided for in this ITB, the SBBC shall, at its cost and risk, have the right to audit the Contractor's records upon reasonable prior written notice and during normal business hours to determine whether the Contractor's performance complies withthe requirements of this Agreement. The Contractor shall make its records available for the SBBC's

inspection and shall provide reasonable cooperation. Notwithstanding anything else herein, the SBBC shall have no right to review or audit the Contractor's confidential, proprietary, trade secret, or privileged information, as determined in the sole and reasonable discretion of the Contractor. The SBBC may not retain copies of the reviewed materials, and payroll information is trade secret and proprietary and not subject to public disclosure.".

ANSWER TO QUESTION #10: No change.

- **QUESTION #11:** General Condition 7.55 (Termination), p. 19. Because the capital investment required for start up of this Agreement is substantial (roll-off equipment, truck dedication for hurricane-shelter response, badging and background-screening of personnel, route design, and related mobilization costs), the SBBC should not have an unconditional right to terminate for convenience. The Contractor requests that this provision be replaced with the following: "If during the term of this Agreement either party is in breach of any provision hereof, the non-breaching party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party, and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.".

  ANSWER TO QUESTION #11: No change.

- **QUESTION #12:** Special Condition 12 (Emergency Situations) and Bid Specification 5 (Disaster Assistance), pp. 6 and 11. Special Condition 12 references fourteen (14) hurricane shelters and requires the Awardee to dedicate four (4) trucks and sufficient staff to remove debris from those sites after a storm. Bid Specification 5 requires hauling within 48 hours in the event of a disaster. Please (i) provide a current list of the fourteen shelter locations that will be supported under this Agreement, (ii) confirm whether the 48-hour window begins at the time an "all-clear" is issued by the applicable emergency-management authority or at some other reference point, (iii) confirm the procedure by which the SBBC will communicate activation of these emergency obligations to the Contractor, (iv) Confirm that it is expected that the Contractor's staff will be responsible for actually picking up and collecting the debris and then hauling it away, and; (v) confirm if any of these locations are in a franchised municipality.

  ANSWER TO QUESTION #12: Please find attached the list of hurricane shelters. The 48-hour window begins at the time the "all-clear" is issued and communicated to the vendor via SBBC department phone call and email to designated vendor contact. In addition, communication will be made to the vendor from the SBBC department ahead of a storm/emergency event to document expectations following the event.

  Site staff or other SBBC staff will be responsible for picking up and collecting the debris into the vendor's container for vendor to haul away. All shelter locations are in a franchised municipality.

- **QUESTION #13:** Special Condition 14 (Balance-of-Line Option), p. 6. Please confirm that the balance of line discount percentage requested by this section is (i) used for informational purposes only and not as a scoring or award factor, as stated in the ITB, and (ii) applied to the Contractor's then current published list prices for the item(s) in question at the time of the order, rather than to any historical price sheet. Please also clarify the procedure by which the Contractor may update the published list price from time to time during the term.
  ANSWER TO QUESTION #13: Refer to answer to question #6 in Addendum No. 1.

- **QUESTION #14:** Special Condition 28 (Price Adjustments), p. 8. The ITB provides for fixed pricing through the first three (3) years of the Agreement, with adjustments permitted only at the third anniversary and annually thereafter, subject to the four-factor "extreme and unforeseen volatility" test in Special Condition 28(a). Because this Agreement is for haul plus disposal services, the Contractor's costs are materially driven by thirdparty disposal (tipping) fees, fuel, and regulatory pass throughs that are outside the Contractor's control. Please confirm that increases in disposal fees, newly imposed or increased taxes, fees or governmental charges (other than income or realproperty taxes), and cost increases attributable to changes in local, state, or federal rules, ordinances, or regulations applicable to the services, may be passed through during the initial three-year term, and are not subject to the "volatility" test. If that is not the SBBC's intent, please describe the mechanism by which a Contractor facing such externally imposed cost increases during the first three years may recover those costs.

  ANSWER TO QUESTION #14: Refer to answer to question #3 in Addendum No. 1

- **QUESTION #15:** Calendar (Section 2) and Special Condition 2 (Questions from Bidders), pp. 4 and 5. Please confirm that any answers to these written questions, and any other interpretation of the ITB that the SBBC intends to be binding, will be released by written Addendum prior to the 5/1/2026 bid due date, with sufficient lead time to permit bidders to incorporate the responses into their submissions.

  ANSWER TO QUESTION #15: Addendum(s) will be released in Demandstar. If SBBC considers that there is no sufficient lead time for the bidders to incorporate the response from the Addendum(s) release time to the bid due date, then the due date would be extended.

- **QUESTION #16:** Additional General Provisions
  The Contractor respectfully requests that the following general provisions be included by Addendum in the terms and conditions governing any resulting Agreement between the parties:

  (1) Excluded Waste. Notwithstanding anything herein to the contrary: (a) the Contractor shall have no obligation to collect any material which is or contains, or which the Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, or local laws or regulations ("Excluded Waste"); (b) if the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall promptly notify the SBBC and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain

with the producer of the Excluded Waste, even if the Contractor inadvertently collects or disposes of such Excluded Waste.

(2) Container Damage. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the SBBC (excluding normal wear and tear), the SBBC will be charged for the resulting repair or replacement, and such amounts will be paid to the Contractor upon demand.

(3) Equipment Ownership and Use. Any equipment furnished hereunder by the Contractor shall remain the property of the Contractor; however, the SBBC shall have care, custody, and control of the equipment while at the service locations. The SBBC shall not overload (by weight or volume), move, or alter the equipment, and shall use the equipment only for its proper and intended purpose. The SBBC must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.

(4) Pass-Through of External Cost Increases. Notwithstanding anything herein to the contrary, the Contractor may pass through, and the SBBC shall pay to the Contractor, any documented increases in disposal fees, increases in the Contractor's costs due to changes in local, state, or federal rules, ordinances, or regulations applicable to the Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees, or other governmental charges assessed against or passed through to the Contractor (other than income or real-property taxes).

(5) Contractor's Termination Right on SBBC Default. If the SBBC shall be in breach of any provision of this Agreement, the Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by the Contractor shall be effective until the Contractor has given written notice of such breach to the SBBC and the SBBC has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the Contractor may terminate this Agreement by giving the SBBC written notice of such termination, which shall become effective upon receipt of such notice.

(6) Force Majeure. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, and acts of God, and such failure shall not constitute a breach under this Agreement. This provision is intended to supplement, and not to limit, Special Condition 18 and General Condition 7.59.

(7) Confidentiality of Reviewed Materials. With respect to any audit or inspection conducted under General Condition 7.44, the SBBC may not retain copies of the reviewed materials, and the Contractor's payroll information is trade secret and proprietary and not subject to public disclosure.

ANSWER TO QUESTION #16: No change / no additional provisions.

- **QUESTION #17:** To ensure a fair and competitive bidding process, particularly for a women-owned business competing alongside larger companies, I have conducted a review of disposal rates across Broward County. My research indicates that 21 of the 31 municipalities utilize a flat disposal rate of $61.00 per ton at FCC Environmental (Wheelabrator). The remaining municipalities are divided among other providers, including Waste Management, Republic Services, and Waste Connections.

  Given that the majority of municipalities operate at the $61.00 per ton rate, it would seem reasonable to consider standardizing this rate across all jurisdictions. Establishing a consistent disposal rate would promote a more equitable bidding environment and allow all participants to compete on a level playing field.

  Could you please advise on the steps or considerations necessary to move toward a standardized rate structure that ensures fairness and transparency for all bidders?

  ANSWER TO QUESTION #17: No change at this time.

This concludes Addendum No. 2 for ITB ITB27-011 – Refuse Services – Roll-Off Units
All other terms and conditions remain the same.

Attachment #2: Hurricane Shelter Information

SHELTER ACTIVATION

GENERAL POPULATION SHELTERS PROPOSED ACTIVATION ORDER

Shelter Information

GENERAL POPULATION SHELTERS PROPOSED ACTIVATION ORDER

CATEGORY 1 STORM	
Everglades High – Pet Friendly	City of Miramar
Falcon Cove Middle – Pet Friendly	City of Weston
Lyons Creek Middle – Pet Friendly	City of Coconut Creek
ATC – Arthur Ashe, Jr. Campus - HAC	City of Fort Lauderdale
Monarch High – HAC (Not Available for 2025 Hurricane Season)	City of Coconut Creek
New Renaissance Middle - HAC	City of Miramar
Rock Island Elementary - BARC	City of Fort Lauderdale
CATEGORY 2 STORM – ALL THE ABOVE PLUS:	
Coral Glades High	City of Coral Springs
Pines Middle	City of Pembroke Pines
Silver Trail Middle	City of Pembroke Pines
West Broward High School	City of Pembroke Pines
CATEGORY 3 STORM – ALL THE ABOVE PLUS:	
Beachside Montessori Village	City of Hollywood
Dolphin Bay Elementary	City of Miramar
Liberty Elementary	City of Margate
Orange Brook Elementary	City of Hollywood
Panther Run Elementary	City of Pembroke Pines
Park Lakes Elementary	City of Lauderdale Lakes
Park Trails Elementary	City of Parkland
Parkside Elementary	City of Coral Springs
Plantation Elementary (Not Available for 2025 Hurricane Season)	City of Plantation
Silver Lakes Elementary	City of Miramar
Tradewinds Elementary	City of Coconut Creek
CATEGORY 4 STORM – ALL THE ABOVE PLUS:	
Coconut Palm Elementary	City of Miramar
Coral Cove Elementary	City of Miramar
Everglades Elementary	City of Weston
Fox Trail Elementary	City of Davie
Gator Run Elementary	City of Weston
Gulfstream Academy of Hallandale Beach	City of Hallandale Beach
Lakeside Elementary	City of Pembroke Pines
Manatee Bay Elementary	City of Weston
Pompano Beach High	City of Pompano Beach
Silver Palms Elementary	City of Pembroke Pines
Silver Shores Elementary	City of Miramar
Sunset Lakes Elementary	City of Miramar
Watkins Elementary	City of Pembroke Park

SPECIAL NEEDS SHELTERS PROPOSED ACTIVATION ORDER

SPECIAL NEEDS	
Indian Ridge Middle	Town of Davie
McNicol Middle	City of Hollywood
New River Middle	City of Fort Lauderdale
Sheridan Technical High School (FKA Sunset)	City of Fort Lauderdale
Westglades Middle	City of Parkland

PROCUREMENT & LOGISTIC OPERATIONS

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com https://www.browardschools.com/bcps-departments/plo

4/24/2026

ADDENDUM NO. 1

ITB ITB27-011

BID NAME: Refuse Services – Roll-Off Units

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

1. Attached are the responses to the questions received.
2. As a reminder, the bid due date is May 1, 2026 on or before 2:00 pm. E.T.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** ITB27-011, Bidder certifies acceptance of this Addendum.

Sincerely,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

QUESTIONS & ANSWERS

- **QUESTION #1:** Are bids to be submitted electronically only or delivered on paper time stamped also? Under due date is says electronic submission then under 7.3 it states hand delivery or overnight courier delivery to 7720 Oakland Park Blvd, FL Sunrise, Florida 33351. Please advise.

  ANSWER TO QUESTION #1: Refer to Section 2 – Calendar – Note: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via Demandstar.

- **QUESTION #2:** 26. In most cities there is a city/franchise fee that must be paid. Is that not required for any locations listed or temporary containers? Bidders will need to know how to price the location so everyone is on a level playing field. If not, pricing could be 15-30% higher to follow city regulations. Please advise because city/franchise fees will need to be factored into the total pricing unless Broward Schools is excluded from these fees. Per City Code these franchise fees need to be a separate line item on the invoice, and on compactor or any loads the franchise fee applies to the hauler has no way of knowing what the weight is as the franchise fee is normally a percentage of the total?

  ANSWER TO QUESTION #2: SBBC pays franchise fess with no markup. Franchise fees are not included in the Bid Summary Sheet, however it will be included in the invoice as a pass thru separate line item. Invoice will be as follow: Annual cost plus Any Applicable Franchise Fee, with no markup.

- **QUESTION #3:** 28. Bidders will need disposal charge increase and CPI adjustment on the haul portion yearly. Cost of fuel, oil, equipment, lubricates, wages, insurance, taxes, etc. are out of the bidder's control. Disposal prices change yearly from all facilities as this will cause the bidders to be at a negative if they receive no increases. The hauler has no idea what future increase could be as they are controlled by Broward County. Please add in the language to have a yearly adjustment for CPI & disposal with documentation provided from the hauler. The language now states that you may or may not receive an increase in your pricing only if approved. Even if our costs have increased. This would have the hauler operating at a loss. Please advise.

  ANSWER TO QUESTION #3: No change. Special Condition 28 stays as is.

- **QUESTION #4:** Bid Specs
  3. Pick-up Scheduling: Please change responding to emails within 2 hours during normal business hours. If an email is sent after hours companies will not have someone on clock 24 hours to respond in 2 hours. Request for service should be changed to within 48 hours of notification. If an email is sent in at 7am and serviced the following day at 9am or later to avoid school drop off traffic and congestion that violates the language. Does this include weekends as some facilities along with schools and other Broward school's locations will have no access? Please change to excluding weekends if that's the case. Please advise.

ANSWER TO QUESTION #4: This needs to stay the same. If SBBC sent a request during the vendor's business hours the vendor would have till the close of day and part the next day to respond. Example if we send a request at 4:45 pm and the vendor closes at 5:00 pm, that would be 15 mins for that day and the time frame rolls over to the next day.

- **QUESTION #5:** Number 19 on Group 1 locations list. Is this for locations requesting temporary service not permanent service? If city/franchisee fee is applicable pricing will be different per city due to city fees and other disposal sites used. May need to have line items for each city that's open market and requires a city/franchise fee. Please advise.

  ANSWER TO QUESTION #5: Both Temporary and permanent. SBBC pays franchise fess with no markup. Franchise fees are not included in the Bid Summary Sheet, however it will be included in the invoice as a pass thru separate item. Invoice will be as follow: Annual cost plus Any Applicable Franchise Fee, with no markup.

- **QUESTION #6:** Item 14: Balance – Of – Line Option Please explain?

  ANSWER TO QUESTION #6: Please disregard this item. It does not apply to this solicitation.

- **QUESTION #7:** Service Interruptions: If the situation cannot be resolved while the hauler is on site, there should be a wasted trip charge applicable. Please add a line item for this charge.

  ANSWER TO QUESTION #7: There will be no line item for this charge. However, yes, the charge will be no more than $150.00. As long as the vendor, the driver, dispatch follows our protocol. Our protocol is to call 7454-321-4220 between the hours of 6:00am to 3:00pm, after 3:00pm please call 954-646-8995 to get the problem resolved. The trip charge will not be accepted for locked gates as the school board has issued the vendor keys.

- **QUESTION #8:** Please confirm there is no bid or performance bond required.

  ANSWER TO QUESTION #8: Confirmed. There is no bid or performance bond required.

- **QUESTION #9:** Franchise Fees – Since these are required by all Cities on all materials that are considered solid waste except recyclables, the verbiage should just be changed to allow for the hauler to charge the amount as required by the City as a separate line item on the invoice, there is no need to add it into pricing.

  ANSWER TO QUESTION #9: SBBC pays franchise fess with no markup. Franchise fees are not included in the Bid Summary Sheet, however it will be included in the invoice as a pass thru separate item.

- **QUESTION #10:** #8 states the hauler shall furnish all roll off equipment and compaction units. **This needs to omit compaction units. The School Board purchases those**.

  ANSWER TO QUESTION #10: Confirmed, awardee shall NOT furnish compaction units**.**

- **QUESTION #11:** Dry Run charge should be added to the last page that is not used for evaluation purposes, as this could vary like the other items on this page.

  ANSWER TO QUESTION #11: There will be no line item for this charge**.** However, yes, the charge will be no more than $150.00. As long as the vendor, the driver, dispatch follows our protocol. Our protocol is to call 7454-321-4220 between the hours of 6:00am to 3:00pm, after 3:00pm please call 954-646-8995 to get the problem resolved. The trip charge will not be accepted for locked gates as the school board has issued the vendor keys.

- **QUESTION #12:** Bid Summary Sheet
  Because service will be requested for MSW or C&D. - Will a column or tab be add for MSW and C&D?

  ANSWER TO QUESTION #12: For the purpose of this ITB, pricing should be based on MSW material annual cost.

- **QUESTION #13:** Bid Summary Sheet
  Franchise Fee - Will the Franchise Fee Column be added for MSW hauls?

  ANSWER TO QUESTION #13: There will be no Franchise Fee column**.** SBBC pays franchise fess with no markup. Franchise fees are not included in the Bid Summary Sheet, however it will be included in the invoice as a pass thru separate item.

- **QUESTION #14:** Bid Summary Sheet
  Trip Charge – Since trip charges are being charged on the current contract, will a column be added for trips charges due to roll offs blocked by a vehicle?

  ANSWER TO QUESTION #14: There will be no colunm for this charge. However, yes, the charge will be no more than $150.00. As long as the vendor, the driver, dispatch follows our protocol. Our protocol is to call 7454-321-4220 between the hours of 6:00am to 3:00pm, after 3:00pm please call 954-646-8995 to get the problem resolved. The trip charge will not be for locked gates as the school board has issued the vendor keys.

- **QUESTION #15:** 28. Price Adjustments
  Prices – Would the school board allow contractors to pass thru an annual increase on the haul rate on anniversary of the contract using the Consumer Price Index for Water, Sewer, Trash?

  County Issued Disposal Increase – Uncontrollable cost. If the County increases disposal costs per ton, can the Contractor pass thru these rate increases automatically with documentation?

  Franchise Fee- Uncontrollable cost. If the City or County increases the franchise fee, can the Contractor pass thru these franchise fees automatically with documentation?

  Fuel Adjustments – Due to recent uncontrollable increases in fuel. Can language be added to the parties' contract that provides the Contractor to seek an adjustment for fuel?

  ANSWER TO QUESTION #15: Refer to answer to question #3.

- **QUESTION #16:** Gate access – Would the school board place four (4) digit padlocks on the gates instead of handing out keys?

  ANSWER TO QUESTION #16: No, as the keys are master keys and open every gate in the district.

- **QUESTION #17:** Days of Service - The Contractor is not open on Sundays and major Holidays. Can you add to the contract the following, "Service excludes Sundays and Holidays when Contractor is not open"?

  ANSWER TO QUESTION #17: No, SBBC is aware vendors don't work on Sundays and major holidays.

- **QUESTION #18:** Liability – Can you add a provision that that neither party should be liable to the other for incidental, consequential, or punitive damages?

  ANSWER TO QUESTION #18: Refer to Section 7 – General Conditions – 7.1 - Liability: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive".

- **QUESTION #19:** Liability Contractor Vehicle Weight – Can you add a provision that the Contractor should not be liable for damage to pavement/driving surfaces due to the weight of a truck or equipment (assuming such weight is within applicable regulations)?

  ANSWER TO QUESTION #19: Refer to Section 7 – General Conditions – 7.1 - Liability: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive".

- **QUESTION #20:** Unsafe Conditions for Service - Can the contract include this statement? While a State of Emergency is in effect and/or winds are greater than 30MPH the Contractor is not required to provide service due to unsafe conditions.

  ANSWER TO QUESTION #20: In agreement with the BCPS Severe Weather & Hurricane Procedures Guide 2025 - 2026. Page 24 (excerpt provided below), vendors will not be expected to provide service if sustained winds reach 35 miles per hour.

  3. When sustained winds reach **35 miles per hour**, all school buses are taken off the road and suspended. **NOTE: As the storm conditions intensify, there will be no emergency response to shelters. However, police, fire, and EMS services are scheduled to be at each shelter during the storm**.

- **QUESTION #21:** The 2026 price sheet wasn't available on the SBBC website.

  Please see the questions below.

  Invoices - Would the school board provide a copy of invoice? Service period February 2026
  Prices - What is the cost per haul and cost per ton disposal for the group 1 locations?
  Contract – Is there a sample contract? Or is the ITB document the contract?

  ANSWER TO QUESTION #21: Attached find the Contract Award Details for the current contract, posted in SBBC website.

- **QUESTION #22:** Would the School Board consider adding a line item to quote for a dry run fee?

  ANSWER TO QUESTION #22: Refer to answer to question #11.

- **QUESTION #23:** Since each location may have C&D or MSW, would the School Board consider adding in additional columns to quote a cost per haul and a cost per ton for each?

  ANSWER TO QUESTION #23: Refer to answer to question #12.

- **QUESTION #24:** Please confirm that the Cost/ton column, the respondents are to enter in the proposed cost for a single ton, not the average cost of 2 or 8 tons

  ANSWER TO QUESTION #24: Items 1-17 and 19 should reflect a 2-ton open top container unit cost. Item #18 is the only item to reflect the 8-ton unit cost for self-contained compactor.

- **QUESTION #25:** Please confirm that the haul rates and tonnage fees entered are not to include a franchise fee. Franchise fees will be invoiced as a separate line item according to the area hauled in.

  ANSWER TO QUESTION #25: Refer to answer to question #13.

- **QUESTION #26:** Would the SBBC remove the email receipt confirmation of two (2) hours of receipt? To state that confirmation that request has been received within 24 hours. [Page 10, Bid Specifications, 3]

  ANSWER TO QUESTION #26: Refer to answer to question #4.

- **QUESTION #27:** Would the SBBC consider extending the period to provide service to 48 hours after receiving service request, not including Saturday or Sunday? [Page 10, Bid Specifications, 3]
  a.The 48 hours align with the requirement of items delivered within 2 days [page 7, Special Conditions, #20].

  ANSWER TO QUESTION #27: Refer to answer to question #4.

- **QUESTION #28:** How many keys will be provided to Awarded Hauler [Page 11, Bid Specifications, 4]

  ANSWER TO QUESTION #28: 4 keys will be provided to the vendor.

- **QUESTION #29:** Would the SBBC consider email notification if service interruption instead of a phone call? Email notification is a record, there is no record on a phone call [Page 11, Bid Specification # 4]

  ANSWER TO QUESTION #29: SBBC requires a phone call when the driver is onsite to see if we can get the issue resolved. Then a follow up email can be sent.

- **QUESTION #30:** Would the SBBC consider adding a line item for Dry Run (a service that could not be completed by hauler, not haulers fault).

  ANSWER TO QUESTION #30: Refer to answer to question #11.

- **QUESTION #31:** Would the SBBC consider the Dry Run fee as an established amount applicable to all haulers?

  ANSWER TO QUESTION #31: Refer to answer to question #11.

- **QUESTION #32:** Could you please clarify the type of material being disposed of (MSW vs C&D)

a.Bulk items are considered a component of MSW.
b.Vegetative waste is considered a component of MSW
c.The SBBC does not do their own construction or demolition, this is done by contractors, and the contractors arrange their own hauling.
d.If there is no C&D being produced by the SBBC. This means the only other waste being produced by SBBC is MSW.

ANSWER TO QUESTION #32: Refer to answer to question #12.

- **QUESTION #33:** Please clarify "SBBC at is discretion reserves the right to negotiate pricing and consider alternative hauling options", This creates ambiguity. [page 8, Special Conditions, #26]

  ANSWER TO QUESTION #33: Refer to answer to question #12. There will be NO negotiation.

- **QUESTION #34:** What is the agreed upon price for the service required un "Emergency Situations". [Page 6, Special Conditions, #12]

  ANSWER TO QUESTION #34: The prices shall remain the same as normal. We should not be charged extra for an Emergency situation.

- **QUESTION #35:** Would the SBBC consider changing the wording regarding Franchise fees to "SBBC will pay franchise fees", as franchise fees are mandatory and a pass-thru expense [Page 8, Special Conditions, #26]

  ANSWER TO QUESTION #35: Refer to answer to question #13.

- **QUESTION #36:** Would the SBBC consider altering the language regarding to price adjustments to "A request for price adjustment with proper documentation, justifying the adjustment may be submitted on an annual basis if the pricing or availability of supplies is affected by volatility in the marketplace", removing the word extreme and unforeseen volatility. [Page 8, Special Conditions, # 26] County could increase disposal costs annually, fuel costs have increased 50% in the last 3 months, a fixed price contract for 3 years without possibility of price adjustment is extremely risky for all parties.

  ANSWER TO QUESTION #36: Refer to answer to question #3.

- **QUESTION #37:** How much time must a driver wait on a access block circumstance before it is considered "DRY RUN"? 10-15 minutes.

  ANSWER TO QUESTION #37: The driver should follow the protocol for a blocked conainter and then wait 15 minutes. Refer to answer to question # 11.

- **QUESTION #38:** Would the SBBC consider having all the roll off serviced prior to a disaster event hitting the zone to have empty containers immediately available for use? [Page 11, Bid Specifications, #5]

  ANSWER TO QUESTION #38: We will request to have all roll offs serviced before any emergency/storm/disaster event hits.

- **QUESTION #39:** Must the awarded hauler utilize the corresponding City's designated facilities for disposal of MSW? C&D?
  a.City of Hollywood
  b.City of Hallandale – The city designates the disposal location and failure to abide "will result in revocation of permit".

  ANSWER TO QUESTION #39: The hauler needs to use the designated disposal location that each city requires. If a city doesn't have a designated diaspoal location then it would be up to the vendor what facility to use.

This concludes Addendum No. 1 for ITB ITB27-011 – Refuse Services – Roll-Off Units
All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

CONTRACT AWARD DETAILS

Contract Number:	FY22-047 *(Previous Contract Number: 16-179T)*
Contract Title:	Refuse Services, Roll-Off Units
Bid Type:	Invitation to Bid (ITB)
Commodity:	GSE (Grounds / Structure EXTERIOR)
Material Group:	**91027** REFUSE SERVICES (GARBAGE / TRASH)Services; **54511** COMPACTORS, REFUSE (PURCHASE OF)
Contract Value:	$366,000
Contract Start Date:	August 1, 2021
Contract Expiration Date:	July 31, 2026
Renewal Options:	Two 1-Year Periods

Broward County School Board Point of Contact Information:

Procurement Department	
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:
Edgar Lugo Manager, Construction Sourcing edgar.lugo@browardschools.com 754-321-0508	Juan Perez Purchasing Agent Specialist Juan.perez@browardschools.com 754-321-0513

End User Name & Address	Point of Contact
Environmental Health and Safety (EH&S) 4200 NW 10th Avenue Oakland Park, FL 33309	Gianet Puma Project Manager Environmental Health & Safety Department Office: 754-321-4221 Email: gianet.puma@browardschools.com

Background:

This bid will be utilized by the Environmental Conservation/Utility Management Department to provide roll-off units to various schools, centers, and departments located in non-franchised cities, for three (3) years with two (2) optional one-year additional periods. Roll-off containers are used for the disposal of construction/demolition debris, vegetation, landscaping debris, some recovered materials, and other miscellaneous items

This document is not designed to provide a detailed overview of individual contracts or considered an in depth comprehensive set of instructions. Refer to the Bid Solicitation/ Invitation to Bid for contractual terms and conditions. Additional supporting documentation will be supplied upon request.

Awarded Vendor and Contract Pricing:

Contact Information	Items Awarded
A.J. Panzarella, LLC dba Panzarella Waste & Recycling Services Albert Panzarella apanzarella@panzarellawaste.com (877) 720-9594	Refer to Recommendation Tabulation

Method of Award (MOA):
In order to meet the needs of SBBC, the GROUP shall be awarded in its entirety to one primary and up to two (2) alternate responsive and responsible Bidder meeting specifications, terms and conditions.

S/M/WBE goal and vendors:
M/WBE Annual Aspirational Goals

Certified MWBE	Certification #	Expiration Date
None	Cert #	Exp. Date

Contract Addendum and Contract Change Log:
The primary purpose of the log is to record/track each procurement action from the date of initial award (this includes amendments, modifications, addition/deletion of award items, contract modifications, contract renewals, vendor information changes, etc). This log eliminates the requirement to issue separate award sheet addendum. The following amendments/changes have been implemented subsequent to the award of this contract.

Event No.	Date Issued	Description	Purchasing Agent
1	6/15/2026	Approval of ITB with $156,000 spending authority	Adriana Rodriguez
2	12/12/2023	Approved of $94,000 additional spending authority for a total award amount of $250,000	Alex Jurado
3	3/12/2024	Approved 1st renewal and $36,000 additional spending authority. New end date is 7/31/2025 and the total award amount is $286,000	Alex Jurado
4	6/17/2025	Approved 2nd renewal and $80,000 additional spending authority. New end date is 7/31/2026 and the total award amount is $366,000	Mark Cohen
Event #	Date		PA Name

Refers to certified M/WBE business.

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #:	FY22-047	Tentative Board Meeting Date*:	6/15/2021		
Select One Title:	Refuse Services, Roll-Off Units	# Notified:	243	# Downloaded:	12
		# of Responses Rec'd:	5	# of "No Bids":	0
For:	Environmental Health & Safety (School/Department)	ITB Opening Date :	4/29/2021		
Fund:	Department Operating Budget	Advertised Date:	4/6/2021		

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **MAY 26, 2021 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest. "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

REVISED RECOMMENDATION TABULATION

VENDOR NAME	ITEM(S) AWARDED
A.J. PANZARELLA L.L.C.	GROUP 1 - PRIMARY

IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEM BE RECOMMENDED TO BE AWARDED TO THE BIDDER LISTED.

CONTRACT PERIOD: AUGUST 1, 2021 THROUGH JULY 31, 2024.

By: *Adriana Rodriguez* 5/26/2021
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

ITB- FY22-047
Refuse Services, Roll-Off Units

BID REJECTIONS:
IN ACCORDANCE WITH RULE II SECTION D.1 OF SCHOOL BOARD POLICY 3320, "THE SCHOOL BOARD SHALL HAVE THE AUTHORITY TO REJECT ANY OR ALL PROPOSALS SUBMITTED IN RESPONSE TO ANY COMPETITIVE SOLICITATION AND REQUEST NEW PROPOSALS OR PURCHASE THE REQUIRED COMMODITIES OR CONTRACTUAL SERVICES IN ANY OTHER MANNER AUTHORIZED BY 6A-1.012(F.A.C.)".

IT IS RECOMMENDED THAT THE BID RECEIVED FROM **COASTAL WASTE & RECYCLING, INC.** BE REJECTED AS BEING NON-RESPONSIVE FOR FAILURE TO COMPLY WITH THE BID SUMMARY SHEET AS OUTLINED IN ADDENDUM NO. 1 AND ADDENDUM NO. 2 (FOR BIDDING PURPOSES, TO UTILIZE A 2-TON AVERAGE FOR ALL OPEN TOP ROLL CONTAINERS, AND 8-TONS FOR THE SELF-CONTAINED COMPACTOR) AS A RESULT IT INCLUDED COMPUTATIONAL DISCREPANCIES IN THE ANNUAL COST.

IT IS RECOMMENDED THAT THE BID RECEIVED FROM **GREAT WASTE AND RECYCLING SERVICES LLC** BE REJECTED AS BEING NON-RESPONSIVE FOR FAILURE TO COMPLY WITH THE BID SUMMARY SHEET AS OUTLINED IN ADDENDUM NO. 1 AND ADDENDUM NO. 2 (FOR BIDDING PURPOSES, TO UTILIZE A 2-TON AVERAGE FOR ALL OPEN TOP ROLL CONTAINERS, AND 8-TONS FOR THE SELF-CONTAINED COMPACTOR) AS A RESULT IT INCLUDED COMPUTATIONAL DISCREPANCIES IN THE ANNUAL COST.

IT IS RECOMMENDED THAT THE BID RECEIVED FROM **WASTE SOLUTIONS, INC.** BE REJECTED AS BEING NON-RESPONSIVE FOR FAILURE TO COMPLY WITH THE BID SUMMARY SHEET AS OUTLINED IN ADDENDUM NO. 1 AND ADDENDUM NO. 2 (FOR BIDDING PURPOSES, TO UTILIZE A 2-TON AVERAGE FOR ALL OPEN TOP ROLL CONTAINERS, AND 8-TONS FOR THE SELF-CONTAINED COMPACTOR) AS A RESULT IT INCLUDED COMPUTATIONAL DISCREPANCIES IN THE ANNUAL COST.

BID DISQUALIFIED AS NON-RESPONSIVE AND INELIGIBLE:
IT IS RECOMMENDED THAT THE BID RECEIVED FROM **MST SCRAP METAL INC.** AS THE 1ST ALTERNATE BE DISQUALIFIED AS NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION FOR ANY AWARD UNDER ITB FY22-047 REFUSE SERVICES, ROLL-OFF UNITS DUE TO THE BIDDER'S CONE OF SILENCE VIOLATION OF PART II, SECTION GG OF SCHOOL BOARD POLICY 3320 – "PURCHASING POLICIES" AND RULE 11 OF SCHOOL BOARD POLICY 1100B – "LOBBYIST ACTIVITIES FOR ECONOMIC GAIN" AS A RESULT OF EMAIL COMMUNICATIONS SENT BY THE BIDDER TO SCHOOL BOARD MEMBERS DURING THE CONE OF SILENCE.

PER SCHOOL BOARD POLICY 3320 – "PURCHASING POLICIES", PART II.– GENERAL PROVISIONS, **SECTION GG.** CONE OF SILENCE: WHICH STATES IN PERTINENT PART AS FOLLOWS; "ANY PROPOSER, OR LOBBYIST FOR A PROPOSER, IS PROHIBITED FROM HAVING ANY COMMUNICATIONS (EXCEPT AS PROVIDED IN THIS RULE) CONCERNING ANY SOLICITATION FOR A COMPETITIVE PROCUREMENT WITH ANY SCHOOL BOARD MEMBER…, AFTER THE SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT RELEASES A SOLICITATION TO THE GENERAL PUBLIC. ALL COMMUNICATIONS REGARDING THE SOLICITATION SHALL BE DIRECTED TO THE DESIGNATED STAFF MEMBER UNLESS SO NOTIFIED BY THE SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT. THIS "CONE OF SILENCE" PERIOD SHALL GO INTO EFFECT AND SHALL REMAIN IN EFFECT FROM THE TIME OF RELEASE OF THE SOLICITATION UNTIL THE CONTRACT IS AWARDED BY THE SCHOOL BOARD. ANY PROPOSER OR LOBBYIST WHO VIOLATES THIS PROVISION SHALL CAUSE THEIR PROPOSAL (OR THAT OF THEIR PRINCIPAL) TO BE CONSIDERED NON-RESPONSIVE AND THEREFORE BE INELIGIBLE FOR AWARD."

PER SCHOOL BOARD POLICY 1100B – "LOBBYIST ACTIVITIES FOR ECONOMIC GAIN" AT RULE 11: WHICH STATES IN PERTINENT PART AS FOLLOWS: "A LOBBYIST (AS DEFINED HEREIN) FOR A PROPOSER IS PROHIBITED FROM HAVING ANY COMMUNICATIONS CONCERNING ANY SOLICITATION FOR A COMPETITIVE PROCUREMENT WITH ANY SCHOOL BOARD MEMBER…AFTER THE SUPPLY MANAGEMENT AND LOGISTICS… DEPARTMENT RELEASES A SOLICITATION

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

TO THE GENERAL PUBLIC. THE 'CONE OF SILENCE' SHALL GO INTO EFFECT AND SHALL REMAIN IN EFFECT FROM THE TIME OF RELEASE OF THE SOLICITATION UNTIL THE CONTRACT IS AWARDED BY THE SCHOOL BOARD…. A LOBBYIST WHO VIOLATES ANY OF THESE PROVISIONS SHALL CAUSE THE PRINCIPAL'S PROPOSAL TO BE CONSIDERED NOT RESPONIVE AND THEREFORE INELGIBLE FOR AWARD….' RULE 1 OF SCHOOL BOARD POLICY 1100B DEFINES A LOBBYIST 'AS ANY INDIVIDUAL WHO ENGAGES IN LOBBYING FOR THE ECONOMIC GAIN OF A PRINCIPAL REGARDLESS OF WHETHER THEY ARE COMPENSEATED FOR LOBBYING OR NOT. THE TERM LOBBYIST SPECIFICALLY INCLUDES THE PRINCIPAL, AS WELL AS ANY AGENT, OFFICER, OR EMPLOYEE OF A PRINCIPAL REGARDLESS OF WHETHER OR NOT THE EMPLOYEE'S NORMAL SCOPE OF EMPLOYMENT INCLUDES LOBBYING ACTIVITIES."

By: *Adriana Rodriguez* Date: 5/26/2021

(Purchasing Agent)

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Group 1 - Open Roll-Off Units

Item #	Description	Approx. # of Hauls Per Year	# of Containers & Unit Sizes Needed	A.J. Panzarella, LLC dba Panzarella Waste & Recycling Services- Cost/Haul	A.J. Panzarella, LLC dba Panzarella Waste & Recycling Services- Cost/Ton	A.J. Panzarella, LLC dba Panzarella Waste & Recycling Services- Annual Cost
1	Physical Plant Operations 1560 NW 34th Terrace, Fort Lauderdale, FL 33311	12	(1) 30 cu yd	$ 134.07	$ 46.00	$ 2,712.84
2	DILLARD HIGH 2501 NW 11 STREET FT. LAUDERDALE, FL 33311	60	(2) 20 cu yd	$ 167.59	$ 46.00	$ 15,575.40
3	DRIFTWOOD MIDDLE 2751 NW 70 TERRACE HOLLYWOOD, FL 33024	17	(1) 20 cu yd	$ 174.29	$ 46.00	$ 4,526.93
4	FORT LAUDERDALE HIGH 1600 NE 4TH AVENUE FORT LAUDERDALE, FL 33305	17	(1) 20 cu yd	$ 167.59	$ 46.00	$ 4,413.03
5	HOLLYWOOD HILLS HIGH 5400 STIRLING ROAD HOLLYWOOD, FL 33021	60	(1) 20 cu yd	$ 174.29	$ 46.00	$ 15,977.40
6	MCARTHUR HIGH 6501 HOLLYWOOD BLVD. HOLLYWOOD, FL 33024	45	(1) 20 cu yd	$ 174.29	$ 46.00	$ 11,983.05
7	NORTH AREA MAINT/B-STOCK 6501 NW 15 AVENUE FT. LAUDERDALE, FL 33309	36	(2) 20 cu yd	$ 167.59	$ 46.00	$ 9,345.24
8	PHYSICAL PLANT OPERATIONS CABINET SHOP 3810 NW 10TH AVENUE FT. LAUDERDALE, FL 33009	50	(1) 10 cu yd	$ 134.07	$ 46.00	$ 11,303.50

9	SHERIDAN TECHNICAL CENTER 5400 W. SHERIDAN STREET HOLLYWOOD, FL 33021	58	(1) 20 cu yd	$ 174.29	$ 46.00	$	15,444.82
10	SOUTH AREA MAINTENANCE 1295 N. 21 AVENUE HOLLYWOOD, FL 33020	27	(2) 20 cu yd	$ 174.29	$ 46.00	$	7,189.83
11	SOUTH BROWARD HIGH 1901 N. FEDERAL HIGHWAY HOLLYWOOD, FL 33020	21	(1) 20 cu yd	$ 174.29	$ 46.00	$	5,592.09
12	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	21	(1) 20 cu yd	$ 167.59	$ 46.00	$	5,451.39
13	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	15	(1) 10 cu yd	$ 167.59	$ 46.00	$	3,893.85
14	SUNRISE MIDDLE 1750 NE 14 STREET FORT LAUDERDALE, FL 33304	15	(1) 20 cu yd	$ 167.59	$ 46.00	$	3,893.85
15	WHIDDON ROGERS ADULT ED 700 SW 26 STREET FORT LAUDERDALE, FL 33315	30	(1) 20 cu yd	$ 167.59	$ 46.00	$	7,787.70
16	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$ 134.07	$ 46.00	$	11,755.64
17	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$ 134.07	$ 46.00	$	11,755.64
18	DEERFIELD BEACH HIGH 910 SW 15 STREET DEERFIELD BEACH, FL 33445	20	(1) 20 cu yd	$ 134.07	$ 46.00	$	4,521.40
19	HALLANDALE HIGH 720 NW 9 AVENUE HALLANDALE, FL 33009	20	(1) 20 cu yd	$ 134.07	$ 46.00	$	4,521.40

	SBBC OWNED COMPACTION UNITS					$	-
						$	-
20	Gulfstream Academy 1000 SW 3rd Street Hallandale Beach, FL 33009	12	(1) 30 cu yd self cont.	$ 153.50	$ 50.94	$	6,732.24
						$	-
					Total Group 1 - Items 1-20	**$**	**164,377.24**

Note:
For locations with multiple containers, the pricing is based per container haul.

Group 1 - Open Roll-Off Units

Item #	Description	Approx. # of Hauls Per Year	# of Containers & Unit Sizes Needed	Coastal Waste & Recycling- Cost/Haul	Coastal Waste & Recycling- Cost/Ton	Coastal Waste & Recycling- Annual Cost
1	Physical Plant Operations 1560 NW 34th Terrace, Fort Lauderdale, FL 33311	12	(1) 30 cu yd	$ 236.25	$ 62.50	$ 2,897.50
2	DILLARD HIGH 2501 NW 11 STREET FT. LAUDERDALE, FL 33311	60	(2) 20 cu yd	$ 236.25	$ 62.50	$ 14,237.50
3	DRIFTWOOD MIDDLE 2751 NW 70 TERRACE HOLLYWOOD, FL 33024	17	(1) 20 cu yd	$ 245.70	$ 65.00	$ 4,241.90
4	FORT LAUDERDALE HIGH 1600 NE 4TH AVENUE FORT LAUDERDALE, FL 33305	17	(1) 20 cu yd	$ 236.25	$ 62.50	$ 4,078.75
5	HOLLYWOOD HILLS HIGH 5400 STIRLING ROAD HOLLYWOOD, FL 33021	60	(1) 20 cu yd	$ 245.70	$ 65.00	$ 14,807.00
6	MCARTHUR HIGH 6501 HOLLYWOOD BLVD. HOLLYWOOD, FL 33024	45	(1) 20 cu yd	$ 245.70	$ 65.00	$ 11,121.50
7	NORTH AREA MAINT/B-STOCK 6501 NW 15 AVENUE FT. LAUDERDALE, FL 33309	36	(2) 20 cu yd	$ 236.25	$ 62.50	$ 8,567.50
8	PHYSICAL PLANT OPERATIONS CABINET SHOP 3810 NW 10TH AVENUE FT. LAUDERDALE, FL 33009	50	(1) 10 cu yd	$ 236.25	$ 62.50	$ 11,875.00
9	SHERIDAN TECHNICAL CENTER 5400 W. SHERIDAN STREET HOLLYWOOD, FL 33021	58	(1) 20 cu yd	$ 245.70	$ 65.00	$ 14,315.60
10	SOUTH AREA MAINTENANCE 1295 N. 21 AVENUE HOLLYWOOD, FL 33020	27	(2) 20 cu yd	$ 245.70	$ 65.00	$ 6,698.90

11	SOUTH BROWARD HIGH 1901 N. FEDERAL HIGHWAY HOLLYWOOD, FL 33020	21	(1) 20 cu yd	$ 245.70	$ 65.00	$	5,224.70
12	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	21	(1) 20 cu yd	$ 236.25	$ 62.50	$	5,023.75
13	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	15	(1) 10 cu yd	$ 236.25	$ 62.50	$	3,606.25
14	SUNRISE MIDDLE 1750 NE 14 STREET FORT LAUDERDALE, FL 33304	15	(1) 20 cu yd	$ 236.25	$ 62.50	$	3,606.25
15	WHIDDON ROGERS ADULT ED 700 SW 26 STREET FORT LAUDERDALE, FL 33315	30	(1) 20 cu yd	$ 236.25	$ 62.50	$	7,150.00
16	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$ 236.25	$ 62.50	$	12,347.50
17	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$ 236.25	$ 62.50	$	12,347.50
18	DEERFIELD BEACH HIGH 910 SW 15 STREET DEERFIELD BEACH, FL 33445	20	(1) 20 cu yd	$ 236.25	$ 62.50	$	4,787.50
19	HALLANDALE HIGH 720 NW 9 AVENUE HALLANDALE, FL 33009	20	(1) 20 cu yd	$ 230.58	$ 61.00	$	4,672.60
	SBBC OWNED COMPACTION UNITS					$	-
						$	-
20	Gulfstream Academy 1000 SW 3rd Street Hallandale Beach, FL 33009	12	(1) 30 cu yd self cont.	$ 230.58	$ 61.00	$	2,827.96
						$	-
					Total Group 1 - Items 1-20	**$**	**154,435.16**

Group 1 - Open Roll-Off Units

Item #	Description	Approx. # of Hauls Per Year	# of Containers & Unit Sizes Needed	GREAT WASTE & RECYCLING SERVICES, LLC- Cost/Haul	GREAT WASTE & RECYCLING SERVICES, LLC- Cost/Ton	GREAT WASTE & RECYCLING SERVICES, LLC- Annual Cost
1	Physical Plant Operations 1560 NW 34th Terrace, Fort Lauderdale, FL 33311	12	(1) 30 cu yd	$ 156.25	$ 73.12	$ 229.37
2	DILLARD HIGH 2501 NW 11 STREET FT. LAUDERDALE, FL 33311	60	(2) 20 cu yd	$ 156.25	$ 73.12	$ 229.37
3	DRIFTWOOD MIDDLE 2751 NW 70 TERRACE HOLLYWOOD, FL 33024	17	(1) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
4	FORT LAUDERDALE HIGH 1600 NE 4TH AVENUE FORT LAUDERDALE, FL 33305	17	(1) 20 cu yd	$ 156.25	$ 73.12	$ 229.37
5	HOLLYWOOD HILLS HIGH 5400 STIRLING ROAD HOLLYWOOD, FL 33021	60	(1) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
6	MCARTHUR HIGH 6501 HOLLYWOOD BLVD. HOLLYWOOD, FL 33024	45	(1) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
7	NORTH AREA MAINT/B-STOCK 6501 NW 15 AVENUE FT. LAUDERDALE, FL 33309	36	(2) 20 cu yd	$ 156.25	$ 73.12	$ 229.37
8	PHYSICAL PLANT OPERATIONS CABINET SHOP 3810 NW 10TH AVENUE FT. LAUDERDALE, FL 33009	50	(1) 10 cu yd	$ 156.25	$ 73.12	$ 229.37
9	SHERIDAN TECHNICAL CENTER 5400 W. SHERIDAN STREET HOLLYWOOD, FL 33021	58	(1) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
10	SOUTH AREA MAINTENANCE 1295 N. 21 AVENUE HOLLYWOOD, FL 33020	27	(2) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
11	SOUTH BROWARD HIGH 1901 N. FEDERAL HIGHWAY HOLLYWOOD, FL 33020	21	(1) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
12	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	21	(1) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
13	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	15	(1) 10 cu yd	$ 156.25	$ 73.12	$ 229.37
14	SUNRISE MIDDLE 1750 NE 14 STREET FORT LAUDERDALE, FL 33304	15	(1) 20 cu yd	$ 156.25	$ 73.12	$ 229.37
15	WHIDDON ROGERS ADULT ED 700 SW 26 STREET FORT LAUDERDALE, FL 33315	30	(1) 20 cu yd	$ 156.25	$ 73.12	$ 229.37
16	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$ 156.25	$ 73.12	$ 229.37
17	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$ 156.25	$ 73.12	$ 229.37
18	DEERFIELD BEACH HIGH 910 SW 15 STREET DEERFIELD BEACH, FL 33445	20	(1) 20 cu yd	$ 125.00	$ 58.50	$ 183.50
19	HALLANDALE HIGH 720 NW 9 AVENUE HALLANDALE, FL 33009	20	(1) 20 cu yd	$ 152.50	$ 71.37	$ 223.87
	SBBC OWNED COMPACTION UNITS					$ -
						$ -
20	Gulfstream Academy 1000 SW 3rd Street Hallandale Beach, FL 33009	12	(1) 30 cu yd self cont.	$ 152.50	$ 71.37	$ 223.87
						$ -
					Total Group 1 - Items 1-20	**$ 4,209.44**

Group 1 - Open Roll-Off Units

Item #	Description	Approx. # of Hauls Per Year	# of Containers & Unit Sizes Needed	MST Scrap Metal Inc.- Cost/Haul	MST Scrap Metal Inc.- Cost/Ton	MST Scrap Metal Inc.- Annual Cost
1	Physical Plant Operations 1560 NW 34th Terrace, Fort Lauderdale, FL 33311	12	(1) 30 cu yd	$160	$50	$ 3,120.00
2	DILLARD HIGH 2501 NW 11 STREET FT. LAUDERDALE, FL 33311	60	(2) 20 cu yd	$160	$50	$ 15,600.00
3	DRIFTWOOD MIDDLE 2751 NW 70 TERRACE HOLLYWOOD, FL 33024	17	(1) 20 cu yd	$160	$50	$ 4,420.00
4	FORT LAUDERDALE HIGH 1600 NE 4TH AVENUE FORT LAUDERDALE, FL 33305	17	(1) 20 cu yd	$160	$50	$ 4,420.00
5	HOLLYWOOD HILLS HIGH 5400 STIRLING ROAD HOLLYWOOD, FL 33021	60	(1) 20 cu yd	$160	$50	$ 15,600.00
6	MCARTHUR HIGH 6501 HOLLYWOOD BLVD. HOLLYWOOD, FL 33024	45	(1) 20 cu yd	$160	$50	$ 11,700.00
7	NORTH AREA MAINT/B-STOCK 6501 NW 15 AVENUE FT. LAUDERDALE, FL 33309	36	(2) 20 cu yd	$160	$50	$ 9,360.00
8	PHYSICAL PLANT OPERATIONS CABINET SHOP 3810 NW 10TH AVENUE FT. LAUDERDALE, FL 33009	50	(1) 10 cu yd	$160	$50	$ 13,000.00
9	SHERIDAN TECHNICAL CENTER 5400 W. SHERIDAN STREET HOLLYWOOD, FL 33021	58	(1) 20 cu yd	$160	$50	$ 15,080.00
10	SOUTH AREA MAINTENANCE 1295 N. 21 AVENUE HOLLYWOOD, FL 33020	27	(2) 20 cu yd	$160	$50	$ 7,020.00

11	SOUTH BROWARD HIGH 1901 N. FEDERAL HIGHWAY HOLLYWOOD, FL 33020	21	(1) 20 cu yd	$160	$50	$	5,460.00
12	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	21	(1) 20 cu yd	$160	$50	$	5,460.00
13	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	15	(1) 10 cu yd	$160	$50	$	3,900.00
14	SUNRISE MIDDLE 1750 NE 14 STREET FORT LAUDERDALE, FL 33304	15	(1) 20 cu yd	$160	$50	$	3,900.00
15	WHIDDON ROGERS ADULT ED 700 SW 26 STREET FORT LAUDERDALE, FL 33315	30	(1) 20 cu yd	$160	$50	$	7,800.00
16	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$160	$50	$	13,520.00
17	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$160	$50	$	13,520.00
18	DEERFIELD BEACH HIGH 910 SW 15 STREET DEERFIELD BEACH, FL 33445	20	(1) 20 cu yd	$160	$50	$	-
19	HALLANDALE HIGH 720 NW 9 AVENUE HALLANDALE, FL 33009	20	(1) 20 cu yd	$160	$50	$	5,200.00
	SBBC OWNED COMPACTION UNITS						
20	Gulfstream Academy 1000 SW 3rd Street Hallandale Beach, FL 33009	12	(1) 30 cu yd self cont.	$160	$50	$	6,720.00

Total Group 1 - Items 1-20	**$ 164,800.00**

Group 1 - Open Roll-Off Units

Item #	Description	Approx. # of Hauls Per Year	# of Containers & Unit Sizes Needed	Wasteline Solutions, Inc.- Cost/Haul	Wasteline Solutions, Inc.- Cost/Ton	Wasteline Solutions, Inc.- Annual Cost
1	Physical Plant Operations 1560 NW 34th Terrace, Fort Lauderdale, FL 33311	12	(1) 30 cu yd	$ 190.00	$45.00	$2,280.00
2	DILLARD HIGH 2501 NW 11 STREET FT. LAUDERDALE, FL 33311	60	(2) 20 cu yd	$ 190.00	$45.00	$11,400.00
3	DRIFTWOOD MIDDLE 2751 NW 70 TERRACE HOLLYWOOD, FL 33024	17	(1) 20 cu yd	$ 190.00	$45.00	$ 3,230.00
4	FORT LAUDERDALE HIGH 1600 NE 4TH AVENUE FORT LAUDERDALE, FL 33305	17	(1) 20 cu yd	$ 190.00	$45.00	$ 3,230.00
5	HOLLYWOOD HILLS HIGH 5400 STIRLING ROAD HOLLYWOOD, FL 33021	60	(1) 20 cu yd	$ 190.00	$45.00	$ 11,400.00
6	MCARTHUR HIGH 6501 HOLLYWOOD BLVD. HOLLYWOOD, FL 33024	45	(1) 20 cu yd	$ 190.00	$45.00	$ 8,550.00
7	NORTH AREA MAINT/B-STOCK 6501 NW 15 AVENUE FT. LAUDERDALE, FL 33309	36	(2) 20 cu yd	$ 190.00	$45.00	$ 6,840.00
8	PHYSICAL PLANT OPERATIONS CABINET SHOP 3810 NW 10TH AVENUE FT. LAUDERDALE, FL 33009	50	(1) 10 cu yd	$ 190.00	$45.00	$ 9,500.00
9	SHERIDAN TECHNICAL CENTER 5400 W. SHERIDAN STREET HOLLYWOOD, FL 33021	58	(1) 20 cu yd	$ 190.00	$45.00	$ 11,020.00
10	SOUTH AREA MAINTENANCE 1295 N. 21 AVENUE HOLLYWOOD, FL 33020	27	(2) 20 cu yd	$ 190.00	$45.00	$ 5,130.00

11	SOUTH BROWARD HIGH 1901 N. FEDERAL HIGHWAY HOLLYWOOD, FL 33020	21	(1) 20 cu yd	$	190.00	$45.00	$ 3,990.00
12	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	21	(1) 20 cu yd	$	190.00	$45.00	$ 3,990.00
13	STRANAHAN HIGH 1800 SW 5 PLACE FORT LAUDERDALE, FL 33312	15	(1) 10 cu yd	$	190.00	$45.00	$ 2,850.00
14	SUNRISE MIDDLE 1750 NE 14 STREET FORT LAUDERDALE, FL 33304	15	(1) 20 cu yd	$	190.00	$45.00	$ 2,850.00
15	WHIDDON ROGERS ADULT ED 700 SW 26 STREET FORT LAUDERDALE, FL 33315	30	(1) 20 cu yd	$	190.00	$45.00	$ 5,700.00
16	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$	190.00	$45.00	$ 9,880.00
17	PHYSICAL PLANT OPERATIONS WAREHOUSE 3800 NW 10 AVENUE FORT LAUDERDALE, FL 33309	52	(1) 20 cu yd	$	190.00	$45.00	$ 9,880.00
18	DEERFIELD BEACH HIGH 910 SW 15 STREET DEERFIELD BEACH, FL 33445	20	(1) 20 cu yd	$	-	$0.00	$ -
19	HALLANDALE HIGH 720 NW 9 AVENUE HALLANDALE, FL 33009	20	(1) 20 cu yd	$	190.00	$45.00	$ 1,800.00
	SBBC OWNED COMPACTION UNITS						
20	Gulfstream Academy 1000 SW 3rd Street Hallandale Beach, FL 33009	12	(1) 30 cu yd self cont.	$	215.00	$46.00	$ 2,580.00

Total Group 1 - Items 1-20 $ 116,100.00

BCPS Invoice Pricing:

Total Annual Cost Plus Disposal & Any Applicable Franchise Fees

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-10.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY22-038 – Radio Maintenance and Repair (Warranty Program)

REQUESTED ACTION:

Approve the 90-day Extension for Invitation to Bid (ITB) ITB-FY22-038 - Radio Maintenance and Repair (Warranty Program), awarded to EconoComm, Inc. d/b/a Mobile Communications. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Extension Letter
- Evaluation
- Invitation to Bid

FINANCIAL IMPACT:

The anticipated FY27 budget authority for the extension period is $70,599 and is subject to School Board approval of the FY27 budget. No current-year FY26 budget authority is being requested for the extension per.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-2100
Name:	Michael G. Gregory	Phone:	754-321-2655

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Michael G. Gregory
Title: Chief Safety & Security Officer
Phone: 754-321-2655

EXECUTIVE SUMMARY

ITB-FY22-038 – Radio Maintenance and Repair (Warranty Program)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the 90-day Extension for Invitation to Bid (ITB) ITB-FY22-038 - Radio Maintenance and Repair (Warranty Program), awarded to EconoComm, Inc. d/b/a Mobile Communications.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The radio maintenance, repair, repeater support, mobile radio installation, and related services will continue during the 90-day transition period while the replacement solicitation is evaluated and awarded. This avoids a service gap at the start of FY27 and supports uninterrupted radio communications for schools, administrative sites, and Transportation operations, including bus radio installations and relocations.
If the School Board votes "No"	• The District may experience a gap in radio maintenance, repair, repeater support, and mobile radio installation services while the replacement solicitation is completed. This could delay repairs to non-working radios or repeaters and affect transportation radio support, including bus installations or relocations, during the opening months of FY27.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• The 90-day extension maintains continuity of radio repair and installation services while the replacement bid is finalized. It supports timely repair of non-working radios and repeaters, mobile radio installation and relocation for buses, and continued communication reliability across schools, administrative sites, and Transportation operations.

Background/History
ITB-FY22-038 is used by schools and administrative departments for repair of two-way radio equipment, repeater repair, mobile radio installation, and radio relocation services for school buses and other District vehicles. The Agreement supports the District's ability to maintain effective communications at schools, administrative sites, and Transportation operations; repair non-working radios and repeaters; and complete radio installation or relocation work as operational needs arise. The 90-day extension is intended to prevent a service gap while the replacement solicitation is finalized, evaluated, and awarded. The timing is important because the extension covers the opening months of FY27, when schools and Transportation may require bus radio installations, radio moves, repair work, and operational support before the new bid is fully awarded.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: July 1, 2021, through June 30, 2024, with two additional one-year renewal periods and one 90-day extension. First Renewal Term: July 1, 2024, through June 30, 2025. Second Renewal Term: July 1, 2025, through June 30, 2026. 90-Day Extension Term: July 1, 2026, through September 28, 2026.
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method:** Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, and School Board Policy 3800, an Invitation to Bid is a written solicitation for competitive sealed bids. This method is used when the District can define the required scope of work, service requirements, or commodity specifications. The solicitation was publicly posted and awarded through the District purchasing process.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The requested action extends the Agreement for 90 days, from July 1, 2026, through September 28, 2026. Because the extension begins after June 30, 2026, the extension falls entirely within FY27.
2. The anticipated FY27 budget authority for the extension period is $70,599 and is subject to School Board approval of the FY27 budget. No current-year FY26 budget authority is being requested for the extension period.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/12026 – 9/28/2026	90-day extension	$70,599

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY27	90 days	Capital Budget	$70,599

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Reliable radio repair and installation services support daily operations, Transportation communications, bus radio readiness, campus coordination, and timely response to safety or operational concerns at schools and administrative sites. The extension maintains service continuity during the 90-day transition period while the replacement solicitation is completed.
School Selection /Prioritization	District-wide. Services are available to schools, buses, administrative sites, and departments based on operational need, equipment condition, Transportation installation or relocation requirements, and available funding.
Community/ Stakeholder Engagement	Schools, departments, and Transportation users provide ongoing feedback regarding radio performance, repair needs, repeater issues, and installation or relocation needs. That feedback helps identify service needs during the transition to the new solicitation.
End-User Input	End-user feedback supports continued access to timely repair, installation, and relocation services so staff can maintain functional radio equipment for daily use, including radios used in buses and other operational vehicles.

Technology/Capital Expected Lifecycle/Replacement Cycle	Radio equipment, repeaters, and mobile radio installations are repaired, relocated, or replaced as needed based on equipment condition, operational need, coverage requirements, Transportation support needs, and available funding.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Extension Letter
Exhibit C: Evaluation
Exhibit D: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 7, 2026
Previous Bid # (Ex: 10-004R):	FY22-038	**Buyer/PA:**	SUSANNE DALE
New Bid Award Total:		**Bid Title:**	Radio Repair and Maintenance (Warranty Program)
Previous Award Total:	$1,397,396		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2021	**New Bid Term (In Months):**	3
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	58

SPEND REPORTING	
Purchase Order(s) Spend:	$1,291,268
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,291,268**
Average Monthly Expenditure:	$22,263
Unused Authorized Spending:	**$106,128**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
106357-MOBILE COMMUNICATIONS	N/A		$ 1,291,268
	PO VENDOR SPEND:		**$ 1,291,268**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,291,268**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1701097180	**Name** (First & Last)	James La Rosa
Fund	7960	**Title**	Director
Functional Area	8102000000000000	**Department/School Name**	Safety & Security Operations
Commitment Item	53970100	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/17/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

The School Board of Broward County, Florida

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Dr. Jeff Holness, Vice Chair

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Nora Rupert
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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 16, 2026

EconoComm, Inc. dba Mobile Communications
Attn: Janet Hercules
3733 NW 15th Street, Suite B
Lauderhill, FL 33311

Email: janethercules@econocomm.com
Phone: 954-581-4960

Subject:	Letter of **Extension** of the Contract
ITB #:	FY22-038
ITB Title:	Radio Maintenance and Repair (Warranty Program)

Dear Mr. Sullivan

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition Section 4 – #5 - Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be extended for 90 days from 7/1/2026 thru 9/28/2026 This letter does not constitute the actual extension of a contract offer. Indicate below your willingness to extend this ITB, which shall be considered by the school district for extension of your award premised upon your continued agreement to all terms and conditions of the awarded bid and your agreement to maintain (or reduce) the current awarded prices.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please complete the section titled Vendor Response and return this document (and any additional attachments) to my attention no later than 4/30/2026

Sincerely,

Susanne Dale

Susanne Dale
Purchasing Agent III

VENDOR RESPONSE

Janet Hercules 4/16/26
Signature/Date - Authorized Representative

Janet Hercules
Printed Name - Authorized Representative

Cc: James LaRosa, Director, Safety & Security Operations
Ed Kessler, Systems Analyst IV, Safety & Security

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-038	**Bid Title:** Radio Maintenance and Repair (Warranty Program)
Purchase Order #:	**Product/Service Provided:** Radio Maintenance/Repair
Supplier (Company) Name: EconoComm, Inc. dba Mobile Communications	
Contact Name: Janet Hercules	**Contact Phone #:** (954-)581 - 4960

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Vndor has been very responsive to repair needs

EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature: Ed Kessler		**Date:** 4/16/2026

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

5/5/2021

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY22-038

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Radio Maintenance and Repair (Warranty Program**. Any questions regarding this ITB should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to **michelle.wilcox@browardschools.com**. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

To assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)
SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before the submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **SECTION 2, SUBMITTAL REQUIREMENTS**
  Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

  - **DUE DATE**
    Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. To have your bid considered for award, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

  - **STATEMENT OF "NO BID"**
    If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **michelle.wilcox@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Michelle Bryant Wilcox
Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

5/25/2021

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY22-038	**5/10/2021**	Michelle Bryant Wilcox 754-321-0503

BID TITLE:

RADIO MAINTENANCE AND REPAIR (WARRANTY PROGRAM)

SECTION 1 – Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. ☐ Check this box if the address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll-Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll-Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete, and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

SECTION 2 – Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☐ Bid Bond	☐ Descriptive Literature Special Condition ____	☒ S/M/WBE Participation Schedule (Exhibit A)	☒ Statement of Intent to Perform as an S/M/WBE Subcontractor (Exhibit B)
☐ Material Safety Data Sheets Special Condition __	☒ Manufacturers Authorization Special Condition 13	☒ Conflict of Interest Form Section 7, Attachment 1	☒ Certificate of Debarment General Condition 45
☐ Bidding Preference Form Special Condition __	☒ Bid Summary Sheet	☐ Other _____ Special Condition __	

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed, and returned with the bid. The Bid Summary Sheet pages on which the Bidder submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received before submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on the date due** for the bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDING PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered **"non-responsive**" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of a tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Bid opening shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

    The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

    An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies, and unless deficiencies are corrected within five (5) days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of the bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection, and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order, shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in the Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment, and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on May 27, 2021 at 3:00PM and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC**

37. (Continued):
. **Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation, and any bid that fails to accept these conditions shall be rejected as "non-responsive."**
   a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

   b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

48. **DISTRIBUTION**: DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders, and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to the Bid Form.

51. **DISPUTES**: in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers, and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: **http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf**. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
    a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
    b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the contract award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

63. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 4, SPECIAL CONDITIONS

1. INTRODUCTION AND SCOPE:

a. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on MAINTENACE RADIO AND REPAIR SERVICE (WARRANTY PROGRAM) as specified herein. The scope of requirements includes, but is not limited to, the repair and annul maintenance contract of "out-of-warranty" portable radios which will be delivered to the Awardee(s) and the repair of desktop base station units and mobile communication equipment and systems installed in SBBC vehicles as a result of normal operation failures. Maintenance services include preventative maintenance on all units identified. Bidder's repair station must be located within the tri-county area- Broward, Palm Beach or Miami-Dade Counties. .

i. One **(1) <u>original,</u> clearly marked, a hard-copy bid must be sent with the bid; one IDENTICAL to the original hard-copy. electronic version of the bid, in PDF Format on a flash drive, should be submitted in time for bid opening. If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.**

2. TERM: The award of this bid shall establish a contract for the period **beginning 7/1/2021 and continuing through 6/30/2024.** Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.

3. AWARD: The bid shall be awarded in its **ENTIRETY** to the lowest responsive and responsible bidder meeting all specifications, terms, and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. It is necessary for a Bidder to bid on every item on the Bid Summary Sheet.

Percentage discount listed under "Additional Information" is for informational purposes only and is not part of the award process. The percentage discount offered must be stated in the space(s) provided on the Bid Summary Sheet. The percentage discount offered must remain firm throughout the contract period.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

4. INFORMATION: Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Michelle Bryant Wilcox, Procurement and Warehousing Services, 754-321-0503 or e-mail at michelle.wilcox@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Michelle Bryant Wilcox , nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. CONTRACT RENEWAL: The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 2 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **DELIVERY:** Bidder shall indicate an earliest firm delivery date after receipt of the Purchase Order(s) for each item bid. Delivery must be a **maximum of 30 calendar days** after receipt of the order (ARO).

7. **RETURN OF RADIOS**: SBBC will not pay invoices for services performed on radio communication equipment until hand held portable radios are returned reassemble in working condition to the user location and mobile and desktop base station units installed in vehicles are in optimal working condition.

8. **SPARE RADIOS**: If requested by SBBC, Awardee is required to provide and install a usable working mobile radio and/or desktop base station in any vehicle fi the original radio cannot be repaired at a SBBC site. The spare radio will remain at SBBC location until the original radio out for repair is returned, in optimal working condition, at no additional charge to SBBC.

9. **LOANER UHF RADIOS**: The Awardee(s) must have available a total of 10 loaner radios available for use by SBBC in the event repairs cannot be complete with 48 hours. Failure to provide the amount of loaner radios required will cause Awardee to be in default of contract.

10. **SERVICE TICKETS**: Awardee shall submit completed service tickets on each radio (UHF and 800 MHz) requiring service after each service is performed. Service tickets shall include, but not b limited to, the following information: type of equipment serviced, reason for service, serial number, model number, brand, location, statement of work performed on equipment, parts used, frequencies, technician and the date when service was completed on equipment. In addition to the above listed information required for 800 MHz radios, awardee will be required to provide the information listed in the id specification for preventive maintenance services on the service ticket. SBBC may require the Awardee to utilize the SBBC online work ticket and tracking software. Access to be provided by SBBC through VPN or a publicly available website

11. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.

12. **LOCAL REPAIR FACILITY:** In order to be considered for award, Bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County. Proof of local repair facility that meets requirements must be submitted with the bid or upon request. Failure to submit the required proof with the bid upon request shall result in disqualification of bid submitted.

13. **MANUFACTURER'S CERTIFICATION:** Bidder must have manufacturer certify that Bidder is an authorized repair vendor, warranty and service that manufacturer's product. The manufacturer certification must be on the manufacture letterhead indicating the company's name of the bidder and clearly identify the bidder as an authorized repair vendor. The certification must be returned with the bid in time for bid opening or upon request, (A request shall be made within 48 hours from receipt of the bidder submittal). Failure to submit the completed certification shall result in disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Bidder.

14. **LOCAL REPAIR FACILITY:** In order to be considered for an award, Bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means a location in Broward, Miami-Dade or Palm Beach County. The repair station and service personnel must be authorized by the manufacturer. Proof of local repair facility that meets requirements must be submitted with the bid or upon request. Failure to submit the required proof with the bid or upon request shall result in the disqualification of the bid submitted. Complete the Bid Summary Shee (**Company Respresentative Tab**)t with the information regarding the location of the Local Repair Facility.

15. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any SBBC site. If a site not listed herein is added to the contract, the Bidder shall invoice the same amount as prices quoted herein for similar location

16. **BRAND STANDARDIZATION:** In accordance with SBBC Policy 3320, Part II, Rule R., Bids shall be accepted only on the make and models specified on the Bid Summary Sheet(s).

17. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

18. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

19. **BIDDING PREFERENCE LAWS:**

    a. **FLORIDA BIDDING PREFERENCE**: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

20. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)**

    a. **AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR COMMODITIES**

    Voluntary M/WBE Distributorship Development Program: The SBBC has provided incentives to encourage manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

    SBBC shall provide incentives of two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

    The M/WBE distributorship shall perform a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract or may accelerate payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.

    AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR OTHER CONTRACTUAL SERVICES

    Direct Contracting for Other Contractual Services: The SBBC has established a ___% goal to award contracts for specialty and non-license services (e.g., trucking, hauling, surveying, demolition, environmental consulting, testing, and landscaping), to Small Business Enterprise firms as prime vendors and prime contractors. Only SBBC certified-SBEs firms shall be eligible to respond to this bid.

    b. **GOOD FAITH EFFORTS:**

    If a respondent is unable to comply with the API requirements imposed by the SBBC under the terms of the SDOP policy, such respondent shall submit, as required in the solicitation, a request for exception at the time as required in the solicitation. The exception request shall include specified documentation, which demonstrates a good faith effort to comply with the requirements as described under the selected API.

    If after award of a contract, the contractor is unable to meet the participation requirements for S/M/WBEs specified at response submittal, the contractor must seek substitute S/M/WBEs to fulfill the requirements. The requested substitution must be approved in writing by SDOP. If after reasonable good faith efforts, the contractor is unable to find a substitute S/M/WBE, a post-award waiver that documents the reasons for the contractor's inability to meet the goal requirement, may be requested. In the event the contractor is found not to have performed good faith efforts to find a suitable substitute for the initial S/M/WBE proposed utilization, the contract may, in the District's sole discretion, be terminated for material breach.

21. **INSPECTION OF FACILITIES:** In order to be considered for an award, bidders shall have adequate local stock to supply the requirements of this bid at the time of bid opening. Therefore, SBBC reserves the right, prior to recommending this bid for an award, to inspect Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's local stock is adequate to meet the requirements of this bid.

22. **INSTALLATION:** It shall be the responsibility of the Awardee(s) to assemble all on-site installation satisfactory for the operation of all features of the equipment; make the necessary adjustment and to operationally tested equipment for use at the time the installation is completed.

23. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **District Maintenance, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
    i. Material release number OR the control number
    ii. Purchase Order number
    iii. A complete description of the items
    iv. Itemized list price
    v. Total dollar amount shall be net

24. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet **is: a) no longer available** and has been replaced with a new updated model with new specifications, the Bidder should **submit complete descriptive literature** on the new model number; or **b) incorrect, the corrected model number should be noted** on the Bid Summary Sheet, in the space provided.

25. **MODEL UPDATES:** If, **during the contract period,** the awarded **model is discontinued** by the manufacturer, the Awardee must advise SBBC Procurement and Warehousing Services, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item. The new model must be the same make as the awarded contract item or a brand and model that is listed as an approved brand for that bid item and must be offered at the contract price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

26. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third-anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

27. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

28. **PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee.

29. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

30. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any site. In the event that a site listed herein is deleted, the quoted cost for the container(s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the Awardee shall invoice the same amount as prices quoted herein for a similar product.

31. **WARRANTY:** The awardee, after being notified, shall **have all needed repairs started within 48 HOURS. LOCAL** repair station must, with in-house factory-trained personnel. **The repair station must be authorized by the manufacturer.** If the bid submitted is from other than the manufacturer, then proof that the local repair station is authorized by the manufacturer must be submitted with the bid or upon request. Failure to submit the required proof **with the bid or upon request** shall result in disqualification, of the bid submitted. For the purpose of this bid, **"LOCAL"** repair station means a location in Broward, Miami-Dade or Palm Beach County. Repairs can be made either at the school/department/center or at the **LOCAL** repair station. The Bidder's repair station shall be equipped with a complement of parts to adequately service and fulfill the guarantee of the items covered in this bid. **The name and address of the repair station must be submitted on the Vendor Check List in a location designated.**

32. **CENTRAL WAREHOUSE RECEIVING HOURS:** Central Warehouse is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except for holidays. No delivery can be accepted after 2:00 p.m.

33. **W-9 FORMS:** All Bidders are required to complete a W-9 form; it can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

34. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. SBBC.
Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As part of its response, the Bidder shall provide SBBC with a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Bidder discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is the M/WBE Annual Aspirational Goals:

Based on Policy 3330 the M/WBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall M/WBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of M/WBEs.

The M/WBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall M/WBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of M/WBEs.

*****NOTE TO BIDDERS******

In the event Prime Bidder intends to subcontract to SBBC-Certified M/WBE firm, Document Form 00475 and Document Form 00470 must be completed and submitted with proposal, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB.

M/WBE Prime Bidder shall complete and submit Document Form 00470 – Statement of Intent – listing percentage of self-performance.

It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:

a. SBBC M/WBE Certificate or
b. SBBC Letter of M/WBE Certification

Also visit browardschools.com/Page/46981 **for the list of current SBBC certified firms.**

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements:

Awarded Bidder is required to submit the Document Number 00485 - Monthly Utilization Report Form. The assigned, awarded Bidder must also adhere to Section 9 and 13 of the SDOP SOP. All EDDC Forms, SOP, policies and Supplier Certified Directory are available at browardschools.com/Page/46981. For information on the SDOP, please contact us at 754-321-0505

SECTION 5, BID SUMMARY SHEET

BID SUMMARY SHEET: Vendor **MUST** fill out the attached "Bid Summary Sheet" electronically with the corresponding price per unit of measure, as stated. No handwritten summary sheets will be accepted.

COMPANY REPRESENTATIVE: Vendor **MUST** fill out the attached "Bid Summary Sheet" with the contact information.

ADDITIONAL INFORMATION: The percentage discount listed under "Additional Information is for informational purpose only and is not part of the award process.

SECTION 6, BID SPECIFICATIONS

PREVENTIVE MAINTENANCE

1. **INVENTORY:** Each school the awardee will be provided a record of the vehicle number, radio model number, and radio serial number and programmed radio ID for each item covered under the preventive maintenance and repair contract.

2. **HOURS OF SERVICE**: Service will be performed primarily during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday at SBBC locations. This service may be performed at other times subject to availability and approval of the user department. Preventive maintenance (PM) will be performed on all mobile radios and desktop base station units at least once every six months.

   During the first six months of the contract period, verification of performance of PM service schedule will be furnished by awardee in writing to the Vehicle Maintenance Department and shall include the following for each unit.
   a. Manufacturer of unit
   b. Model number
   c. Serial number
   d. SBBC property and inventory number
   e. Location of unit (office/vehicle number/bus number)
   f. Date of PM
   g. Radio Station Identification Number
   h. Check antenna-controls-connections for antenna VSWR, control cables, battery cables, microphones, speakers, control units, fuses and clips, mounting and electrical connections for security and corrosion. Check for rated power output, receiver sensitivity, frequency tolerance and voice quality.
   i. Read trunked radios for internal I.D. number.
   j. Replace inoperative or damaged parts
   k. Advise SBBC if duplicate internal I.D. is found. SBBC to provide trunking I.D. numbers.
   l. Thoroughly clean units and component parts.
   m. Make final check-out of performance.
   n. Each unit within its current capabilities will be corrected to meet manufacturer's original designed specification.
   o. Modulation
   p. RF power output
   q. Transmit current drain (excluding mobiles)
   r. Receiver sensitivities (20 db) quieting, tone, minimum squelch break
   s. Audio power
   t. Distortion at rate output

REPAIR SERVICES

Repair of communication equipment will be performed as required and will take precedence over preventive maintenance. However, if repair services is required, awardee may perform PM at same time repairs of radio is being done.
UHF Portable Radios:
a. Schools will send their portable radios directly to the awardee(s) for maintenance and repairs.
b. Services deemed by SBBC as an emergency on any unit must be completed within 24 hours of notification or loaner of same quality radio must be available to SSBC at no additional cost within 24 hours.
In-Field Service for 800 MHz Equipment:
a. Awardee must provide mobile repair vehicle that are capable of bench maintenance unless repairs are of an unusual nature (subject to SBBC approval) that will require the radios or components to be taken to vendor's repair facility for said repairs.
b. Service will be performed in field at designated SBBC locations.
c. Awardee will be required to contact the appropriate customer department to set an agreed upon time and place for scheduling in-field services
d. Time period for service call shall be adhered to unless approval to alter is obtained

REPAIR PARTS: Only Equipment Manufacturer (OEM) parts shall be used for all radio repairs. Failure to use OEM parts shall result in default of contract

This page has been left blank intentionally, please proceed to Section 7

SECTION 7, FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT 1

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____

Signature Company Name

03/28/13

ATTACHMENT 2
DRUG FREE WORKPLACE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. I am making a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____ or

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____
(Type of Identification)

_____
(Printed, typed, or stamped commissioned name of notary public)

Form #4530
3/93

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

Insurance Requirements. The vendor shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of the current status.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

ATTACHMENT 4

See Special Condition 19

LEGAL OPINION OF BIDDER PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT 5

W-9 Form

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned

ATTACHMENT 6

Click here for a fillable version of the form

ACH Payment Agreement Form (ACH CREDITS)

The School Board of Broward County, Florida

(See General Condition 10)

VENDOR NAME	

I(we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

ACCOUNT INFORMATION		
Bank/Financial Institution Name:	**Branch / State:**	**Routing Number:**
Account Number: Checking Savings	**Remittance Confirmation:**	**Federal Identification #:** Tax ID SS #
FAX & EMAIL ADDRESS		
Fax Number:	**Email Address:**	**Phone Number:**

SIGNATURES		
Authorized Signature (Primary):	**Business Title:**	**Date Signed:**
Authorized Signature (Joint):	**Business Title:**	**Date Signed:**

Please attach a VOIDED check to verify bank details and routing number.

This completed form must be submitted via email to Purchasinghelpdesk@browardschools.com.

FOR PROCUREMENT SERVICES USE ONLY		
Vendor Account #:	**Date Entered:**	**Initials:**

SECTION 8, STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

√	**Reasons for "NO Bid":**
	Unable to comply with product or service specifications.
	Unable to comply with the scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

EXHIBIT A1

SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) at the time of Bid submittal:

1. **Statement of Intent to Perform as an S/M/WBE Subcontractor**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf
   Document Preview:



Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

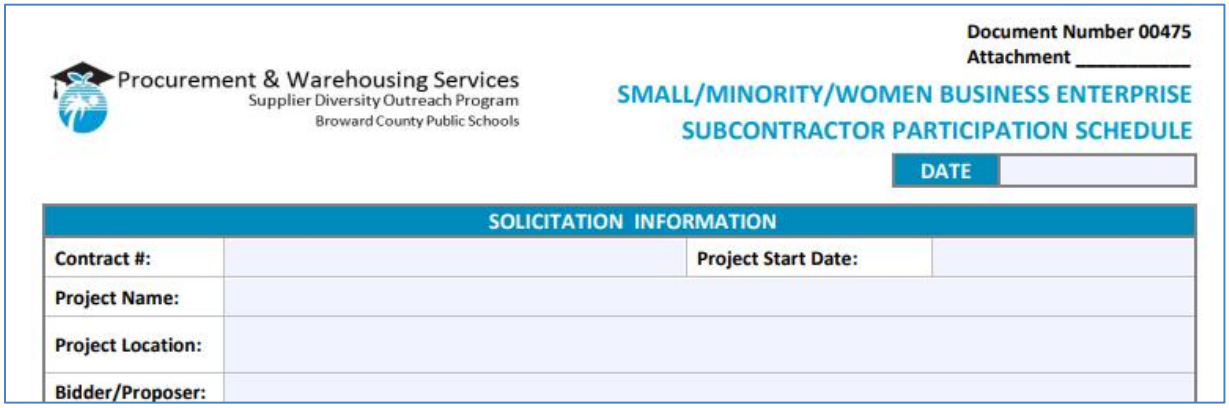
SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf
   Document Preview:



Document Number 00475
Attachment _____

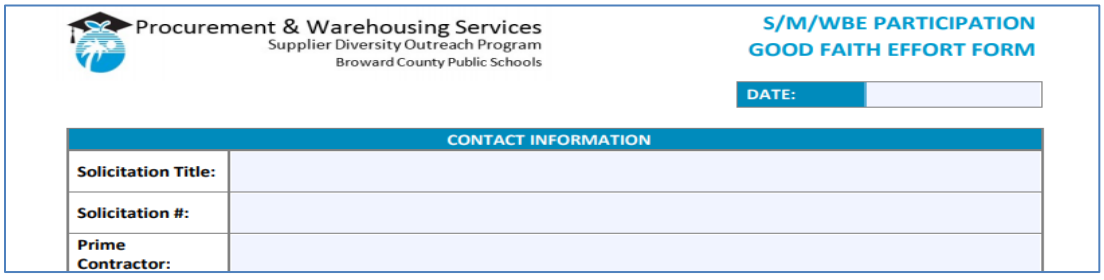
Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

3. **S/M/WBE Participation Good Faith Effort**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf
   Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

DATE:

CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	
Prime Contractor:	

EXHIBIT A1

SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) after Bid has been awarded:

4. **S/M/WBE Monthly Subcontractor Utilization Report**

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf

Document Preview:

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00485
Attachment _____

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		**Contract Number and Work Order Number (if applicable):**	
Report #:	**Reporting Period:**	**S/M/WBE Contract Goal:**	**Contract Completion Date:**
	_____ to _____		
Prime Contractor Name:		**Project Manager (PM) Name:**	
Prime Contractor Street Address:			
Prime Contractor Phone #:	**Prime Contractor Email Address:**	**PM Phone #:**	**PM Email Address:**

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

	FEDERAL		S/M/WBE		TOTAL	AMOUNT PAID		

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

EXHIBIT B

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name ITB Number

_____

Name(s) and Title(s) of Authorized Representative(s)

_____

Signature(s) Date

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-11.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-090 - Mobile Device Management

REQUESTED ACTION:

Approve the Second Renewal of $146,000 for Invitation to Bid (ITB) ITB-FY23-090 - Mobile Device Management, awarded to the following Vendor: JAMF Software, LLC. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letter
- Evaluation
- Invitation to Bid

FINANCIAL IMPACT:

$146,000. Funding for the 2025-2026 expense is included in the ISD General Fund Board-approved budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	7884-321-1990
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

ITB-FY23-090 - Mobile Device Management

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Second Renewal of $146,000 for Invitation to Bid (ITB) ITB-FY23-090 - Mobile Device Management, awarded to the following Vendor: JAMF Software, LLC.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The School Board of Broward County, Florida (SBBC), will continue to have remote access to centrally manage iPads and iOS computer devices.
If the School Board votes "No"	• SBBC will lose all remote and central management access to iPads and iOS computer devices.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Implementing Mobile Device Management significantly improves efficiency by reducing technology (IT) staff time and enabling faster software deployment. It enhances security through remote disablement and geographical tracking of devices. Better inventory management ensures accurate tracking and provisioning of data and content. Additionally, it increases productivity by quickly meeting instructional needs and minimizing downtime, ultimately supporting educational goals and teacher satisfaction.

Background/History
Mobile Device Management (MDM) is a software solution that allows staff the ability to centrally manage iPads and iOS computer devices, delivering critical software directly to the user without interruption or needing to physically remove the device from the user or the classroom. Although management of these devices can be done at a granular level (by a single device), it is inefficient and requires more staff than is available to adequately manage the District's growing iPad/iOS devices. Using MDM allows staff to globally manage the District's entire iPad/iOS device fleet from a central console.

Additionally, MDM allows IT staff to remotely disable lost or stolen devices, geographically locate devices connected to any network, monitor District assets, such as data and security policies onto devices and their use, manage device inventory, protect the device's applications, provisioning of data and content. In short, the MDM's ability to manage iPads and iOS devices provides staff with critical tools needed to quickly meet the teachers' and students' instructional software needs in the classroom.

Aareement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 19, 2026, through July 18, 2027.
Multi-Year Agreement:	Yes, this is a multi-year ITB.
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800 and Section 6A-1.012(1)(b), F.A.C., the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the school district is capable of specifically defining the scope of work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The Information Systems Division (ISD) seeks Board approval for the ITB's Second Renewal; funds will be included in the FY27 budget. The vendor's quote reflects a lower cost than FY26.
2. Funding for the 2025-2026 expense is included in the ISD General Fund Board-approved budget.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/19/2026 – 7/18/2027	12 Months	$146,000

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	12 months	ISD General Fund Budget	$146,000	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	SBBC will continue to have remote access to centrally manage approximately **30,000 iPads** and **approximately 150 Mac laptops and desktops**, supporting classroom instruction by enabling the delivery of instructional software, security updates, and configurations without disrupting instructional use of the devices.
School Selection /Prioritization	This solution is implemented **District-wide** and supports all eligible schools and District-managed devices.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	End users include **District IT staff and school-based IT personnel**. Feedback from these users has been highly positive, with staff indicating that the JAMF solution **outperforms other mobile device management products** that have been previously used or tested. Ongoing support and knowledge-sharing are provided through **monthly trainings** and **technology support meetings**.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letter
Exhibit C: Evaluation
Exhibit D: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	April 28, 2026
Previous Bid # (Ex: 10-004R):	FY23-090	**Buyer/PA:**	MAYA BALSECA
New Bid Award Total:	$799,330	**Bid Title:**	Mobile Device Management (MDM)
Previous Award Total:	$653,330		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/19/2022	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/18/2026	**# of Months Into Bid:**	45

SPEND REPORTING	
Purchase Order(s) Spend:	$610,999
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$610,999**
Average Monthly Expenditure:	$13,578
Unused Authorized Spending:	**$42,331**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
143431-JAMF HOLDINGS INC DBA JAMF SOFTWARE	N/A		$ 610,999
	PO VENDOR SPEND:		**$ 610,999**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 610,999**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380097340	**Name** (First & Last)	Maximo Rosario
Fund	1000	**Title**	Director
Functional Area	8201721790000000	**Department/School Name**	Technology Support Services
Commitment Item	53690000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**4/29/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Docusign Envelope ID: 6E0D717A-773C-4FB4-A300-9EB721A150B6

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 17, 2026

Jamf Software, LLC
Jeffrey Rummel
100 Washington Ave S. Suite 1100
Minneapolis, MN 55402

Email: jeffrey.rummel@jamf.com
Phone: 470-298-0028

Subject:	Letter of Renewal of the Contract
ITB #:	FY23-090
ITB Title:	Mobile Device Management (MDM)

Dear Mr. Rummel:

The above-referenced contract expires on 7/18/2026. In accordance with Special Condition 4.2 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/19/2026 through 7/18/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 3/25/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca
Maya Balseca
Purchasing Agent III

Signed by: **VENDOR RESPONSE**
3/20/2026
69B2C6B5E420480...
Signature/Date - Authorized Representative

Shawn Abbas SVP, Finance
Printed Name - Authorized Representative

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-00	**Bid Title:** Mobile Device Management
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: JAMF Software LLC	
Contact Name: Jeffrey Rummel	**Contact Phone #:** (470) 298 - 0028

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: V Balkanski Digitally signed by V Balkanski Date: 2026.05.28 09:31:41 -04'00'		**Date:** 04/27/2026

3620

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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Ann Murray
Nora Rupert

Dr. Vickie L. Cartwright
Superintendent of Schools

Revised 7/1/2022

6/21/2022

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY23-090 – Mobile Device Management (MDM)

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Mobile Device Management (MDM). Any questions regarding this ITB should be addressed to me, in writing via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)**

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **harmoni.clealand@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Harmoni Clealand
Purchasing Agent IV

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services: **07/06/22** Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.	ITB NO.: **FY23-090**	RELEASE DATE: **06/21/22**	PURCHASING AGENT: Harmoni Clealand harmoni.clealand@browardschools.com
	BID TITLE: **MOBILE DEVICE MANAGEMENT (MDM)**		

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ Bidder Acknowledgement Section 1

☒ Conflict of Interest Form Section 8, Attachment B

☒ Certificate of Debarment Section 8, Attachment C

☒ Manufacturers Authorization Section 3 – Special Conditions #5

☒ Bidder's Preference Statement Section 5

☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Tuesday, June 21, 2022	Release of ITB FY23-090
Monday, June 27, 2022	Vendor written questions due on or before 5:00 p.m. ET
Wednesday, July 6, 2022*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Monday, July 11, 2022	Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. (continued….)

37. (Continued):
    Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

    b) By Awardee: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of Awardee, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this ITB and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. (continued….)

57. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
   a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the contract award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

    Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **E-VERIFY**: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Awardee shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems. (continued……)

66. **IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

    As part of such compliance, Awardee shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Awardee retaliate against any person for reporting instances of such discrimination. Awardee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

70. **NO WAIVER OF SOVEREIGN IMMUNITY**: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this ITB. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

SECTION 4 – SPECIAL CONDITIONS

INTRODUCTION AND SCOPE: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Mobile Device Management (MDM) as specified herein. The scope of requirements includes, but is not limited to, having the ability to provision, and Manage Apple Mac OS, IOS, iPhone, and Android devices while protecting SBBC's assets, such as data, apply software, processes, and security policies onto devices and toward their use, manage device inventory and provisioning, protect the device's applications, data and content. This bid includes two (2) groups, but only one of the two groups will move forward, dependent on budgetary limitations. Group 1 is for Mosyle MDM and Group 2 is for JAMF MDM

SUBMIT IN TIME FOR BID OPENING:

- One (1) signed hard copy of vendor's response (bid), including a printed copy of the Pricing Spreadsheet (no binders or binding is necessary - use of a staple or binder clip is preferred).
- One (1) flash drive containing an identical electronic version of the bid (pdf format preferred) and the Pricing Spreadsheet as an Excel type (.xls) document.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

1. **TERM:** The award of this bid shall establish a three (3) year contract beginning upon approval by the Board. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the contract may be reduced to one year.

2. **CONTRACT RENEWAL:** The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

   When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

3. **AWARD:** The bid shall be awarded **BY GROUP**, as indicated on the Bid Summary Sheets, to the lowest price, responsive and responsible Bidder(s) meeting all specifications, terms, and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. It is necessary for a Bidder to bid on every item in the particular group on which they are submitting a bid in order to have the bid considered. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group shall result in the disqualification of the group. Bidders may submit bids for: Group 1 or Group 2 or both Group 1 & 2 (for clarity: Bidders who submit a bit on a single group will not be disqualified). This bid includes two (2) groups, but only one of the two groups will move forward, dependent on budgetary limitations. The decision regarding which group will be awarded is the sole discretion of SBBC.

   After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to the Purchasing Agent, Harmoni Clealand**, Procurement & Warehousing Services, via e-mail at harmoni.clealand@browardschools.com** The Purchasing Agent is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. **MANUFACTURER'S CERTIFICATION:** Bidder must have manufacturer certify that Bidder is an authorized dealer to sell, warranty and service that manufacturer's product. Bidder may submit a letter from the manufacturer or other authenticated certification document. The certification must be returned with the bid in time for bid opening or with 24 hours of request from SBBC. Failure to submit the completed certification shall result in the disqualification of the bid submitted.

6. **BRAND STANDARDIZATION:** In accordance with SBBC Policy 3320, Part II, Rule R., Bids shall be accepted only on the brands specified.

7. **BALANCE–OF–LINE OPTION:** Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decrease throughout the term of the contract. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

8. **ACCEPTANCE OF SERVICES:** The services delivered under this bid shall remain the property of the Awardee. In the event the service supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee to credit or refund.

9. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

10. **FLORIDA BIDDER'S PREFERENCE**: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

11. **INVOICES:** Invoices are to be mailed to the address provided on the SBBC issued purchase order. Delivery copies, packing slips, and invoices to SBBC **MUST** include the following: 1) Purchase Order number, 2) A complete description of the items including serial number(s) where applicable, 3) Itemized list price, and 4) Total dollar amount shall be net. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.**

12. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to purchasinghelpdesk@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

13. **MINIMUM ORDER:** Price or quantity restrictions stated by any Bidder shall not be considered for award. Any bid which stipulates minimum order by quantity or dollar amount shall not be considered for award.

14. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid.

15. **VERSION UPDATES:** If the awarded version is discontinued by the manufacturer during the contract period, the Awardee must advise SBBC Procurement & Warehousing Services, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated version for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item.

16. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the contract. Price adjustment requests may be evaluated on an annual basis thereafter.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control; and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial; and
        iv. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

17. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

18. **PRODUCT SUPPORT AND TRAINING:** The manufacturer shall provide, coordinate and plan complete product support and training for the purchased equipment for the entire contract period. Support and training shall include, but not be limited to, answering technical questions about the product, providing demonstrations and troubleshooting issues. The manufacturer shall also provide materials and support for end-user and helpdesk training.

19. **WARRANTY:** The manufacturer's standard warranty should be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the service.

20. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

21. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

22. **SBBC Disclosure of Education Records:** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

23. **VENDOR Safeguarding the Confidentiality of Education Records:** Notwithstanding any provision to the contrary within this Agreement, Awardee and/or Publisher of software shall:
    a. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
    b. hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;
    c. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
    d. safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
    e. notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
    f. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
    g. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law

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SECTION 5 – BID SUMMARY (PRICING) & SPECIFICATIONS SHEET

BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains two (2) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes.

SKU NUMBER CORRECTIONS: If the sku or product number specified on the Bid Summary Sheet is no longer available and has been replaced with a new updated sku, the Bidder should contact the Purchasing Agent assigned to this bid as oon as possible. The Purchsing Agent will release an updated Bid Summary sheet via an Addendum on DemandStar.

See Section 4 - Special Conditions # 3 above for additional information regarding Award. Remember: Only ONE of the groups below will be recommended for award.

The following is a list of the tabs contained in the Excel spreadsheet included with this bid:

TAB 1 - COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-090
Mobile Device Management (MDM)

Bidder Information	
Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.	
Company Name	[enter your firm's name here]
Individual to contact for sales	
Email for sales contact listed above	
Phone number for sales contact listed above	
Individual to contact for assistance with invoicing, credits	
Email for individual listed above	
Phone number for individual listed above	

Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
2.) All Fields in the Bidder Information box (above) should be filled in
3.) Include a printed copy of this form in your bid (pdf) & hard copy PLUS include the completed Excel (.xls) spreadsheet file on your flash drive.
Thank you for your cooperation!

Company Representatives | Pricing

TAB 2 – PRICING Contains the specifications for Group 1 and Group 2 and identifies the specific cell that will be used for award purposes.

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-090
Mobile Device Management (MDM)

Company Name: [enter your firm's name here]

BID TO BE AWARDED BY GROUP
ALL items within the group must have an individual price to be considered for award of the Group.
Quantities listed are estimates and are not guarenteed.

Instructions to Bidder:
1. Enter pricing information in column F.
2. Formulas will calculate based on pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

BALANCE-OF-LINE (For Informational Purposes ONLY)

Additional products/services MAY be purchased under this contract. Only those Bidders who receive an award of a minimum of one Group below will be considered.	**Minimum % off**
	0%

SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) For Information on "How to become certified", visit our website at www.browardschools.com/Page58415

DEFINITIONS: The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

Minority Business Enterprise (MBE): any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

Minority Women-Owned Business Enterprise (M/WBE): a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE): any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a significant business presence for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES: The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, S/M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is the SMWBE Annual Aspirational Goals: This non-mandatory goal encourages all Bidders/Proposers to voluntarily engage SBBC Certified SMWBE firms as subcontractors. Prime Bidders may establish the scope of work and the percentage of participation based on the total contract value. Scope of work includes suppliers, ancillary services, transportation, task and activities described as services/specifications on the solicitation. The percentage of participation for SBBC Certified SMWBEs may range from 0.5% to 45% for ancillary services, and from 1% to 45% for task/activities under the description of services/specifications on the final contract.

NOTE TO BIDDERS*

S/M/WBE Prime Bidders shall complete and submit Document Form 00470 – Statement of Intent – listing percentage of self-performance
In the event Prime Bidder intends to subcontract to SBBC-Certified S/M/WBE firm, Document *Form 00475* and Document Form *00470 must be completed and submitted with proposal*, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB. It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:

a. SBBC SMWBE Certificate or
b. SBBC Letter of SMWBE Certification

Also visit browardschools.com/Page/59879 for the list of current SBBC certified firms.

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements: If Awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

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SECTION 7 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Professional Liability/Errors & Omissions.** Awardee shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

3. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

4. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

5. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

7. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

8. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

9. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

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SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

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ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due (if applicable) at the time of Bid submittal:

1. FORM 00470 – STATEMENT OF INTENT

Document Link:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470 Statement of Intent 2021.pdf
Document Preview:

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:
PROJECT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ___ Yes ___ No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)

2. FORM 00475 - PARTICIPATION SCHEDULE FORM

Document Link:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf
Document Preview:

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

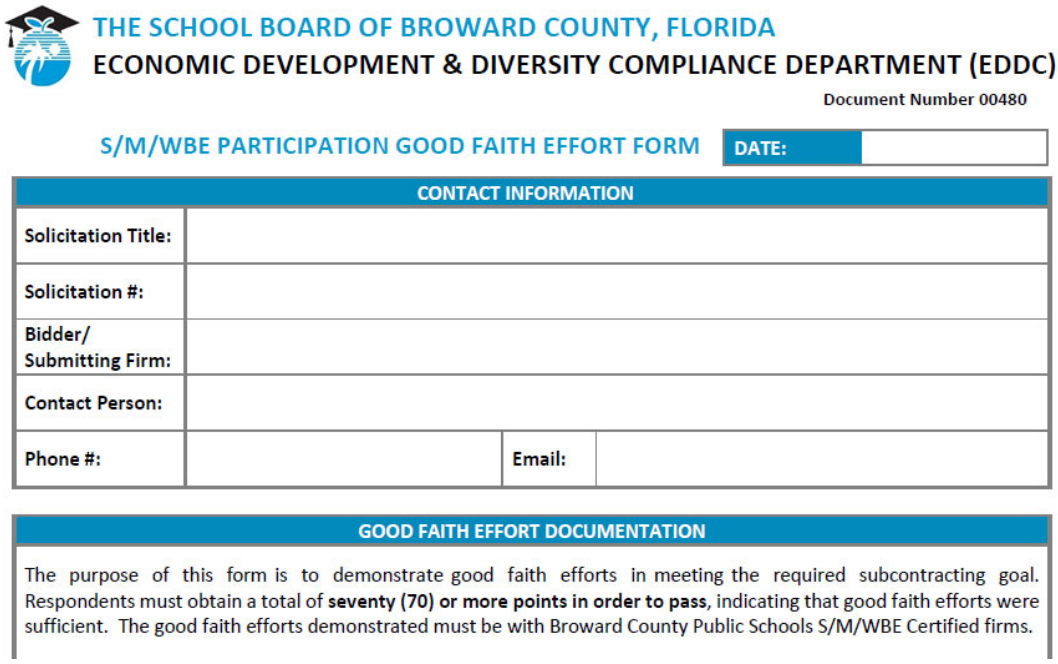
SOLICITATION INFORMATION

Solicitation #:		Project Number:	
Project Name:			
Project Location:			
Bidder/Proposer:			
Address:			
Contact Person:		Email Address:	Phone #:

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/ Proposer					%	$
Non S/M/WBE Subcontractors					%	$
S/M/WBE Subcontractor					%	$

3. FORM 00480 - S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM
Access the certified S/M/WBE directory at browardschools.com/SDOP
Document Link: browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf
Document Preview:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)
Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM | DATE:

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Bidder/ Submitting Firm:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

4. MONTHLY UTILIZATION REPORT
If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).

Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the certification webpage.

You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

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ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ Signature

_____ Company Name

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ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

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INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT D – BIDDER PREFERENCE (Not Applicable to this Bid)

See Special Condition

LEGAL OPINION OF BIDDER PREFERENCE

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ or Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT G – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Harmoni Clealand
BID: FY23-090 (MDM)

SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name: _____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

Signature: _____ Date: _____

END OF ITB

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

6/29/2022

ADDENDUM NO. 1

ITB FY23-090

BID NAME: Mobile Device Management

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

Attached are the responses to the questions received and below are the resulting updates to the **ITB**.

Delete: Bid Summary Sheet (Pricing) **Insert**: Bid Summary Sheet (Pricing) REVISED 06.29.22

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-090**,** Bidder certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

QUESTIONS & ANSWERS

- **QUESTION #1:** The # of Mosyle licenses (5,000) looks to be incorrect. Should it be 33,000?

  ANSWER TO QUESTION #1: Retrieve the revised Excel Bid Summary spreadsheet provided with this Addendum.

- **QUESTION #2:** Shouldn't the Premium Dedicated Expert (1-year) (Group Two on the Excel Bid Summary sheet, item 2.4) be listed under the recurring items?

  ANSWER TO QUESTION #2: The District intends to have the premium service for the first year only. If the District opts to continue this service beyond the first year, additional cost would be negotiated between the District and the Awardee in the future.

This concludes Addendum No. 1 for ITB FY23-090 – Mobile Device Management
All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

6/29/2022

ADDENDUM NO. 2

ITB FY23-090

BID NAME: Mobile Device Management

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

Attached are the responses to the questions received and below are the resulting updates to the **ITB**.

Delete: Bid Summary Sheet (Pricing) **Insert**: Bid Summary Sheet (Pricing) REVISED 06.29.22 v2

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-090**,** Bidder certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

QUESTIONS & ANSWERS

- **QUESTION #1:** The # of Mosyle licenses (5,000) looks to be incorrect. Should it be 33,000?

  ANSWER TO QUESTION #1: Retrieve the revised Excel Bid Summary spreadsheet provided with this Addendum.

This concludes Addendum No. 2 for ITB FY23-090 – Mobile Device Management
All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

7/1/2022

ADDENDUM NO. 3

ITB FY23-090

BID NAME: Mobile Device Management

TO ALL BIDDERS:

This Addendum amends the above-referenced **ITB** in the following particulars only:

Attached are the responses to the questions received and below are the resulting updates to the **ITB**.

Delete: Bid Summary Sheet (Pricing) **Insert**: Bid Summary Sheet (Pricing) REVISED 07.01.22

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-090**,** Bidder certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

QUESTIONS & ANSWERS

- **QUESTION #1:** The total is not extending correctly – the formula needs to be corrected.

  ANSWER TO QUESTION #1: Retrieve the revised Excel Bid Summary spreadsheet provided with this Addendum.

This concludes Addendum No. 3 for ITB FY23-090 – Mobile Device Management
All other terms and conditions remain the same.

Bidder Information *Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.*	
Company Name	[enter your firm's name here]
Individual to contact for sales	
Email for sales contact listed above	
Phone number for sales contact listed above	
Individual to contact for assistance with invoicing, credits	
Email for individual listed above	
Phone number for individual listed above	

Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
2.) All Fields in the Bidder Information box (above) should be filled in
3.) Include a printed copy of this form in your bid (pdf) & hard copy PLUS include the completed Excel (.xls) spreadsheet file on your flash drive.
Thank you for your cooperation!

Bidder: [enter your firm's name here]

BID TO BE AWARDED BY GROUP

ALL items within the group must have an individual price to be considered for award of the Group.
Quantities listed are estimates and are not guarenteed.

Instructions to Bidder:
1. Enter discount percentage in column G and pricing information in column F.
2. Formulas will calculate based on pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

BALANCE-OF-LINE (For Informational Purposes ONLY)

Additional products/services MAY be purchased under this contract. Only those Bidders who receive an award of a minimum of one Group below will be considered.

Minimum % off
0%

GROUP ONE (1) Mosyle MDM 3-years

Item #	Description	Quantity	Unit of Measure	Price Per Unit of Measure	Extended Total Price
	Mosyle Licensing Costs (Recurring)				
1.1	3-year Premium Subscription Mosyle Manager MDM	33,000	1 Device		$0.00
1.2	3-year Mosyle CDN for PKG Hosting Subscription	1	1 Device		$0.00
1.3	3-year Mosyle Auth Subscription	5,000	1 Device		$0.00
	Mosyle Implementation Costs (One-time, Non-recurring)				
1.4	Mosyle configuration & implementation (if no cost, enter $0.00)	1	One-Time Fee		$0.00
1.5	Mosyle Dedicated Expert (if no cost, enter $0.00)	1	One-Time Fee		$0.00
	GROUP ONE 3-year Total (this amount will be used to determine award)				**$0.00**

GROUP TWO (2) Jamf MDM 3-years

Item #	Description/Mfg Part #	Quantity	Unit of Measure	Price Per Unit of Measure	Extended Total Price
	Jamf Licensing Costs (Recurring)				
2.1	1-year Jamf Cloud Pro for iOS Mfg Part # 2001020206	28,000	1 Device		$0.00
2.2	1-year Jamf Cloud Pro for Mac OS Mfg Part # 2001020106	5,000	1 Device		$0.00
2.3	1-year Jamf Connect (Mac Authentication & Account Mgmt Solution) Mfg Pt #J-CONN-EDU-T2-C	5,000	1 Device		$0.00
	Jamf 1-year MDM Licensing Total				$0.00
	Number of years				3
	Jamf 3-year MDM Licensing Total				$ -
	Jamf Implementation Costs (One-time, Non-recurring)				
2.4	Jamf Premium Dedicated Jamf Expert (1 year) Mfg Part # 4440444740	1	One-Time Fee		$0.00
2.5	Guided Setup & Enhanced Training Jamf Pro (2-day) Mfg Pt #1912031200	1	One-Time Fee		$0.00
2.6	Jamf Connect Configuration & Implementation (1/2-day) Mfg Pt #1912101220	1	One-Time Fee		$0.00
	Jamf Subtotal for Implementation/Support (One-Time)				$0.00
	GROUP TWO 3-year Total (this amount will be used to determine award)				**$0.00**

Revised 07/01/2022

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-247 - Science Supplies/Equip/Specimens/Lab. Chemicals (Catalog)

REQUESTED ACTION:

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY23-247 - Science Supplies, Equipment, Specimens, and Laboratory Chemicals (Catalog) with the following 7 Vendors: 1) Carolina Biological Supplies; 2)Fisher Scientific Company L.L.C.; 3) Flinn Scientific Inc.; 4) Hand2Mind Inc.; 5) Lakeshore Learning Materials; 6) School Specialty, LLC; 7) VWR International, LLC, and the budget authority in the amount of $236,400. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Invitation to Bid

FINANCIAL IMPACT:

$236,400. The funds will come from various school/department budgets throughout the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 3: Science Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

ITB-FY23-247 - Science Supplies, Equipment, Specimens, and Laboratory Chemicals (Catalog)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Renewal for Invitation to Bid (ITB) ITB-FY23-247 - Science Supplies, Equipment, Specimens, and Laboratory Chemicals (Catalog) with the following 7 Vendors: 1) Carolina Biological Supplies; 2)Fisher Scientific Company L.L.C.; 3) Flinn Scientific Inc.; 4) Hand2Mind Inc.; 5) Lakeshore Learning Materials; 6) School Specialty, LLC; 7) VWR International, LLC, in the amount of $236,400.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Science, Technology, Engineering, and Mathematics (STEM) teachers will have access to catalog supplies and equipment at discounted pricing as provided in the ITB documentation.
If the School Board votes "No"	• Supplies and materials will not be provided at a discounted rate and may require teachers to solicit bids for equipment prior to purchasing.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 3: Science Proficiency
Measurable Outcome(s)/Return on Investment	This 3-year solicitation with two renewal options has provided a 5-35% reduction in cost for science and STEM supplies and equipment since 2023. Continuation of the catalog contract results in maintaining the 5-35% reduction in supply costs for one additional year. Having affordable, discounted supplies promotes hands-on instruction to assist students with developing critical content while growing the percentage of Grade 8 students who demonstrate grade-level performance on the Florida Statewide Science Assessment or Biology EOC from 47 percent in June 2022 to 55 percent by June 2027. Discounted pricing as per the ITB is as follows:

	Carolina Biological 5% Fisher Scientific 33% Flinn Scientific 16% Lakeshore Equipment 5% School Specialty 35% Sargent Welch (VWR) 35% Wards Science (VWR) 20% Hand to Mind 15%

Background/History

The School Board of Broward County, Florida offers robust curriculum offerings in Science and STEM. These courses are often enhanced by hands-on opportunities that require the purchasing of supplies and materials for classroom instruction. Hands-on science improves student learning by making abstract concepts tangible, which increases retention, boosts engagement, and develops critical thinking skills (NEA, 2021). Continuation of this ITB catalog contract facilitates the continuation of discounted purchasing of science supplies throughout the District, and includes, but is not limited to, laboratory supplies, butterfly larvae, dissection kits, microscopes, aquarium supplies, micro slides, and geology models.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	The First Renewal term is July 1, 2026, through June 30, 2027.
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement (Yes/No):** No **Acquisition Method:** Pursuant to Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), Florida Administrative Code, the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the School District is capable of specifically defining the Scope of Work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. The funds will come from various school/department budgets throughout the District.
2. Funding is within both the general fund and capital projects funds budgets.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 – 6/30/2027	12 months	$236,304

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund and Capital Projects Funds	$236,400

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Schools will have access to a varied selection of supplies and materials to support hands-on instruction.
School Selection /Prioritization	All K-12 schools will have equal access to science supply vendors.
Community/ Stakeholder Engagement	This contract was competitively solicited in accordance with Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7). A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB-FY23-247_ScienceSupplies,Equip,Specimens&_LabChemicals.pdf
End-User Input	100% of District Schools utilize bid vendors for supply purchases.
Technology/Capital Expected	Not Applicable

Lifecycle/Replacement Cycle	

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	April 13, 2026
Previous Bid # (Ex: 10-004R):	FY23-247	**Buyer/PA:**	Tyrri Mccloud
New Bid Award Total:		**Bid Title:**	Science Supplies, Equipment, Specimens and Laboratory Chemicals (Catalog)
Previous Award Total:	$710,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2023	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	$484,236
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$484,236**
Average Monthly Expenditure:	$14,674
Unused Authorized Spending:	**$225,764**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
108220-FISHER SCIENTIFIC CO LLC		|	$ 185,405
100434-FLINN SCIENTIFIC INC		|	$ 109,288
106224-CAROLINA BIOLOGICAL SUPPLY CO		|	$ 79,057
140421-SCHOOL SPECIALTY LLC		|	$ 45,727
122897-VWR FUNDING INC		|	$ 44,274
145707-LAKESHORE LEARNING MATERIALS		|	$ 16,201
106273-HAND2MIND INC		|	$ 3,151
106589-SARGENT WELCH		|	$ 918
133747-HAND2MIND INC		|	$ 213
	PO VENDOR SPEND:		**$ 484,236**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 484,236**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Guy Barmoha
Fund		**Title**	Director
Functional Area		**Department/School Name**	Secondary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/6/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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4/21/2023
Revised Pages - 3

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY23-247 - Science Supplies, Equipment, Specimens and Laboratory Chemicals

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Science Supplies, Equipment, Specimens and Laboratory Chemicals).** Any questions regarding this ITB should be addressed to me, in writing via e-mail to **Karlene.grant@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)**

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **Karlene.grant@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Karlene Grant

Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

5/8/2023

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY23-247	**4/21/2023**	Karlene Grant 754-321-0542

BID TITLE:

Science Supplies, Equipment, Specimens and Laboratory Chemicals)

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ Bidder Acknowledgement Section 1	☒ Conflict of Interest Form Section 8, Attachment B	☒ Certificate of Debarment Section 8, Attachment C	☐ Manufacturers Authorization Special Condition __
☒ Bidder's Preference Statement Special Condition __	☒ Bid Summary Sheet Section 4	☒ S/M/WBE Assurance Statement Form 00471 (Attachment A)	☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)
☒ Descriptive Literature Special Condition ____	☒ Material Safety Data Sheets Special Condition __	☐ Bid Bond Special Condition ____	☐

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Friday, April 21, 2023	Release of ITB FY23-247
Friday, April 28, 2023	Vendor written questions due on or before 5:00 p.m. ET via email to: karlene.grant@browardschools.com
Monday, May 8, 2023	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Thursday, May 11, 2023	Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **Science Supplies, Equipment, Specimens and Laboratory Chemicals (Catalog)** with a single, fixed percentage discount as specified herein. The scope of requirements includes, but is not limited to laboratory supplies, butterfly larvae, dissection kits, microscopes, aquarium supplies, micro slides, geology models etc. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers.

SUBMIT IN TIME FOR BID OPENING:

- One (1) signed hard copy of Bidder's response, including a printed copy of the Pricing Spreadsheet **(no binders or binding is necessary - use of a staple or binder clip is preferred**).
- One (1) flash drive containing an identical electronic version of the bid (pdf format preferred) and the Pricing Spreadsheet as an Excel type (.xls) document.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

2. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Karlene Grant**, Purchasing Agent in Procurement & Warehousing Services, via email to Ms. Grant** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **7/1/2023** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

4. **RENEWAL:** The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

5. **AWARD:** In order to meet the needs of SBBC**, Bid Item 1** shall be awarded **by Group** up to the three (3) lowest responsive and responsible Bidders who comply with all specifications, terms, and conditions of this bid. The low bid will be awarded based on the three groups commonly used science supplies and equipment included on the Bid Summary Sheet. Unit Prices included on the Bid Summary Sheet shall be the basis for award and shall be held for the tenure of the contract. It is required that the brands offered meet the same generic specifications as stated on the Bid Summary Sheet. An excel file has been provided on Demandstar to be executed and submitted with your bid. These Awardees should be in a favorable position to compete for SBBC's business, and those who offer the lowest net prices should obtain the largest volume of business. For each bidder recommended for award in this category, SBBC reserves the right to compare the percentage discount offered in Bid Item 1 for each item vs. the percentage discount offered in Bid Item 2, therefore selecting the option that will result in greater savings for the District.

   Bid Item 2 shall be awarded **by Item** to one Primary and two Alternate responsive and responsible Bidders meeting all specifications, terms, and conditions. **Bid Item 1 products are excluded from this category.** To be considered for award, Bidder must offer a firm, fixed percentage discount from price list, for items specified on the Bid Summary sheet. Bidders are not required to bid on ALL items. The highest percentage discount from price list Bidder for each item shall be considered the Primary Awardee for that item. All other responsive Bidders for that item will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next highest percentage discount from price list will be the First Alternate Awardee, and the responsive Bidder with the next highest percentage discount from price list after the First Alternate Awardee will be the Second Alternate Awardee. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current

or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so. When a bid has Primary and Alternate Awardee(s) and the Primary Awardee is unable to perform during the term of the Contract, Procurement & Warehousing Services may negotiate with the Alternate Awardee for the same or lower unit prices as those submitted by the Primary Awardee.

Offering a percentage markup instead of a discount shall result in disqualification of bid item. Multiple discounts offered will be disqualified. Each bid item provides a section called "additional information" and the information provided, under each section, will not be used for award purposes. SBBC reserves the right to release new bids for any items that are included in catalogs submitted.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

6. **CATALOGS/PRICE LIST(S):** Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has a website with updated manufacturer list pricing with the SBBC discount schedule, state the web address on the Bid Summary Sheet. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of non-compliance to Special Condition . Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Bids submitted for other than will not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the Agreement on the cover of the MSRP price list distributed. Distributed catalog/price list(s) shall be at no charge to SBBC. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog will result in disqualification of bid for that item.

   If, during the Agreement period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to SBBC Supply Management & Logistics Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.

7. **SINGLE FIXED PERCENTAGE DISCOUNT OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's That will be used for the term of the Agreement. The single fixed percentage offered shall remain firm throughout the term of the Agreement. Supplies and equipment for this bid shall be defined as:

   a. **SUPPLIES**: Any catalog item whose net price is under $1,000.00.
   b. **EQUIPMENT**: Any catalog item whose net price is $1,000.00 or more.

   Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

8. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

9. **DELIVERY/ FREIGHT: (For Bid Item Only):** All Awardees shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Delivery or freight collect shall not be allowed. Delivery or freight charge shall be prepaid and added to the invoice as a separate amount on the invoice. SBBC may, at their option, pick-up items from Awardee's place of business. Catalog items that are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

10. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The awardee will be responsible for any disposition charges.

11. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time.

12. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this bid, it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST.** Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified in the bid. **FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE MAKE(S) AND MODEL(S) OFFERED IN THIS BID, WITH THIS BID OR UPON REQUEST, SHALL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**

13. **ADDING OR DELETING SITES:** SBBC may, during the term of the Agreement, add or delete service, wholly or in part, at any SBBC site. In the event that a site listed herein is deleted, the quoted cost for the (s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the Agreement, the Bidder shall invoice the same amount as prices quoted herein for similar

14. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

15. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D TO BE CONSIDERED FOR AWARD.** Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.** Bidders whose principal place of business is outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the Bidder Preference form, Section 8, Attachment D, and must submit this form with submitted bid.

16. **INSTRUCTION MANUALS:** Awardee is required to furnish instruction manuals when requested by SBBC. Each manual shall contain a definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures.

17. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT:**
    i. Purchase Order number
    ii. A complete description of the items
    iii. Itemized list price
    iv. Total dollar amount shall be net

    Invoices are to be mailed to **The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or to the address indicated on the Purchase Order.**

    Material back-ordered should be clearly indicated on the packing slip. Schools, departments and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

18. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

19. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

20. **SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement & Warehousing Services, a Material Safety Data Sheet (SDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide SDS, as requested, shall result in the disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer or a legible copy made from the same. The Awardee shall be responsible, during the term of the Agreement, to provide the SBBC Procurement & Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.
    a. The SDS must include the following information in English:
        i. The chemical name and the common name of the toxic substance, where applicable.
        ii. The hazards or other risks in the use of the toxic substance, including:
            1. The potential for fire, explosion, corrosive interaction and reactivity;
            2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
            3. The primary routes of entry and symptoms of overexposure.
        iii. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
        iv. The emergency procedure for spills, fire, disposal and first aid.
        v. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
        vi. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    Risk Management reserves the right to reject any SDS sheet regardless if the product offered is an approved product. A rejection of an SDS sheet shall result in the disqualification of the bid item.

21. **MINIMUM ORDER** : The actual quantity ordered may be as low as one each or unit, which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit that shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.

22. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

23. **MODEL UPDATES:** If the awarded **model is discontinued** by the manufacturer during the Agreement period, the Awardee must advise SBBC Procurement & Warehousing Services, in writing, of the non-availability of the Agreement item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original Agreement item. The new model must be the same make as the awarded Agreement item or a brand and model that is listed as an approved brand for that bid item and must be offered at the Agreement price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

24. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control; and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial; and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

25. **WARRANTY:** The manufacturer's standard warranty must be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.

26. W-9 FORMS: All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

27. SUPPLIER REGISTRATION: To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

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SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Three (3) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   TAB 1 - COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

   TAB 2 – ITEM 1 – GROUP PRICING

   TAB 3 – ITEM 2 – CATALOG DISCOUNT

2. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

3. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet **is: a) no longer available** and has been replaced with a new updated model with new specifications, the Bidder should contact the Purchasing Agent and **submit complete descriptive literature** on the new model number as soon as possible. The Purchasing Agent will release a revised Bid Summary sheet via an Addendum posted to DemandStar.

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SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

3. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

5. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

7. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

8. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this Agreement.

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SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC)
SUPPLIER DIVERSITY PROGRAM (SDOP)
AFFIRMATIVE PROCUREMENT INITIATIVES (API)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330.
Please visit our website to access the SBBC's SDOP Policy 3330:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Policy%203330_Revised%204.21.2020.pdf

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
In accordance with SBBC Policy No. 3330, Section E.7.b., The GSC has recommended, the Academic Student Services department ("end-user") use a form of vendor rotation in the "bid" selection process. To include at least one (1) SBBC Certified SMWBE in the bid process.

All Bidders/Proposers must complete Document 00471 at the time of submission (see Attachment A).

The SBBC-Certified S/M/WBE firms should provide one of the following types of evidence of SBBC-Certification:
a. SBBC S/M/WBE Certificate or
b. SBBC Letter of S/M/WBE Certification

For Information on "How to become certified", visit our website at www.browardschools.com/Page58415
Also visit browardschools.com/Page/59879 for the list of current SBBC Certified Firms.

1. MONTHLY UTILIZATION REPORT

If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.
If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).
Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.
Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.
The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the certification webpage.
You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

2. FORM 00480 – S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM (See Attachment A)

Access the certified S/M/WBE directory at browardschools.com/SDOP

The certified S/M/WBE directory is available at browardschools.com/SDOP

SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the Agreement. SBBC shall provide the estimated Agreement amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated Agreement amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. (continued….)

37. (Continued):
    Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

    b) By Awardee: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of Awardee, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement agreement for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this ITB and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. (continued….)

57. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
   a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This ITB award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the ITB award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **E-VERIFY**: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Awardee shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems. (continued……)

66. **IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

As part of such compliance, Awardee shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Awardee retaliate against any person for reporting instances of such discrimination. Awardee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

70. **NO WAIVER OF SOVEREIGN IMMUNITY**: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this ITB. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471

1. Document 00471 - Bidder/Proposer Assurance Statement

All Proposers/Bidders must submit Doc. 00471

SOLICITATION #:

A prospective S/M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit ***Document 00471 – Bidder/Proposer Assurance Statement*** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER _____

Submitting Firm is a SBBC Certified S/M/WBE: YES ☐ NO ☐
If "Yes", select the S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

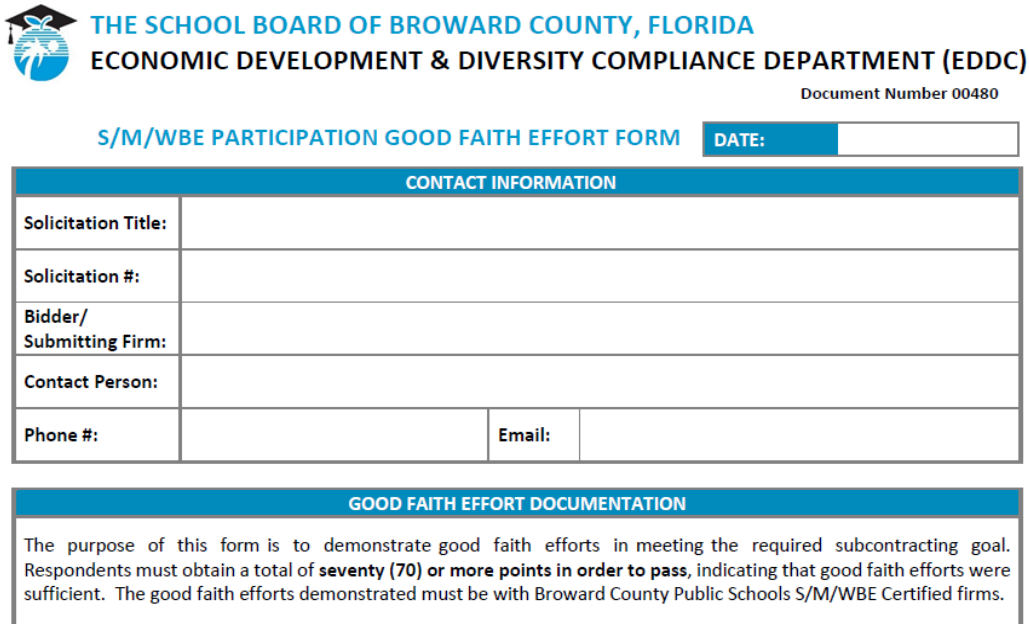
The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for S/M/WBE.

_____ _____
(Signature and Date) *(Title)*

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS (continued)

2. Document 00480 - Good Faith Effort Form

Document Link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00480%20Good%20Faith%20Effort%20Form.pdf
Document Preview:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM | DATE:

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Bidder/ Submitting Firm:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- The certified S/M/WBE directory is available at browardschools.com/SDOP

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ Signature

_____ Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – BIDDER PREFERENCE

See Special Condition 15

LEGAL OPINION OF BIDDER PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public agreements to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public agreements to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public agreements to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public agreements to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ or Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT G – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Karlene Grant
BID: FY23-247
Science Supplies, Equipment, Specimens and Laboratory Chemicals

SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the Agreement period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-13.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY24-014 - Physical Examinations for School Bus Drivers

REQUESTED ACTION:

Approve the First Renewal between The School Board of Broward County, Florida (SBBC), and the following two Vendors: 1) Urgent Medical Center, Inc.; 2) Julia Kyung Yoo, Inc., and budget authority in the amount of $40,220. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letters-2
- Evaluation
- Invitation to Bid

FINANCIAL IMPACT:

$40,220. Funding is included in the transportation department general fund budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: May 26, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: 754 321-2650

EXECUTIVE SUMMARY

ITB-FY24-014 - Physical Examinations for School Bus Drivers

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Renewal between The School Board of Broward County, Florida (SBBC), and the following two Vendors: 1) Urgent Medical Center, Inc.; 2) Julia Kyung Yoo, Inc., and budget authority in the amount of $40,220.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• This ITB Renewal ensures there is no breach of safety policies or procedures while adhering to the District's Safe Drive Plan Policy 5300.1.
Statutory Requirement	• This ITB Renewal ensures that the District adheres to the Florida Statutes 1012.45, CFR 49 CFR 383.71(h) by certifying that School Bus Operators are physically capable of safely operating and transporting students. • Code of Federal Regulations - 49 CFR 391.41. • Florida Administrative Code (6A.3).
If the School Board votes "Yes"	• The School Board ensures that The School Board of Broward County, Florida (SBBC), Transportation & Fleet Services Department complies with U.S. Department of Transportation regulations requiring school bus operators to maintain a valid medical certification and Commercial Driver License (CDL) to operate a commercial vehicle. Florida Administrative Code (6A-3) further requires the district to ensure that school bus operators are physically capable of operating vehicles in accordance with 49 CFR 391.41. If the School Board approves the proposed requirement for bus operator physical examinations, the district will proceed with implementation in alignment with established timelines. All bus operators will be scheduled for required physicals based on certification and compliance deadlines, with priority given to those with imminent renewal dates. The Transportation Department, in coordination with Human Resources and Risk

	Management, will oversee scheduling, tracking, and documentation.
If the School Board votes "No"	• SBBC will continue operating under current practices and existing regulatory requirements for bus operator health certifications; however, this decision would result in noncompliance with Florida Administrative Code (6A-3) and 49 CFR 391.41, which require operators to be medically certified. As a result, Broward County Public Schools may be unable to ensure that all bus operators meet required physical qualifications, potentially leading to a shortage of eligible drivers and disruptions to student transportation services.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• This ITB ensures there is no breach of safety policies or procedures while adhering to the District's Safe Drive Plan, Federal and State mandates by certifying that School Bus Operators are physically capable of safely operating and transporting students.

Background/History
The Scope of this ITB Renewal includes providing physical examinations to school bus drivers to comply with the requirements of the Federal Motor Carrier Safety Administration Department of Transportation rules and regulations of 49 CFR 391.41 using form MCSA-5875. It is also a requirement by the Florida Department of Transportation that school bus drivers must maintain a valid physical.

Physicals are performed at the awardee's facility or on-site at each of the five transportation terminals in Pompano Beach, Oakland Park, Davie, and two locations in Pembroke Pines.

Aareement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	First Renewal Term: July 1, 2026, through June 30, 2027
Multi-Year Agreement:	Yes. Original Agreement Term: July 1, 2023, through June 30, 2026; First Renewal Term: July 1, 2026, through June 30, 2027; Second Renewal Term: July 1, 2027, through June 30, 2028.
Procurement Method:	**Piggyback Agreement**: No

	Acquisition Method: Pursuant to Purchasing policy 3800, Section (III, B) and Rule 6A-1.012(7) Florida Administrative Code, in the submittal of responses to Invitation to Bid (ITB), The School Board may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal. The School Board is not required to request proposals for purchases made from contracts of the Department of Management Services as referenced in subsections (2) and (5) of 6A-1.012, Florida Administrative Code.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funding is included in the transportation department general fund budget.
2. This item requests budget authority in the amount of $40,220 to cover the projected expenses for FY27.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 – 6/30/2027	12 months	$40,220

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund	$40,220

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed requirement for bus operator physical examinations is expected to have an indirect but important impact on schools by supporting safe and reliable student transportation. Ensuring that all bus operators meet established medical and fitness standards reduces the risk

	of service disruptions and enhances overall student safety. Schools may experience minor operational adjustments during implementation, particularly if operators require time off to complete examinations; however, these impacts will be mitigated through coordinated scheduling and substitute coverage planning.
School Selection /Prioritization	While the requirement applies District-wide to all bus operators, prioritization for scheduling physical examinations will be based on compliance timelines, licensure renewal dates, and operational need. Operators with upcoming certification expirations or those assigned to high-demand routes will be prioritized to ensure continuity of service. This phased approach allows the District to maintain transportation coverage while efficiently bringing all operators into compliance.
Community/ Stakeholder Engagement	The District has engaged key stakeholders throughout the development of this proposal, including transportation leadership, school administrators, employee associations, and risk management teams. Communication efforts have focused on reinforcing the importance of student safety and regulatory compliance. Stakeholder feedback has supported the implementation approach and emphasized the importance of clear communication and scheduling flexibility.
End-User Input	Input from bus operators and transportation staff informed the planning and rollout of the physical examination process. Key considerations included appointment accessibility, scheduling flexibility, cost coverage, and minimizing disruption to work schedules. Feedback highlighted the need for convenient examination locations and adequate notice for appointments. These insights were incorporated into the implementation plan to support employee participation and compliance.
Technology/Capital Expected Lifecycle/Replacement Cycle	The proposed initiative does not require significant new technology or capital investments. Existing human resources and transportation management systems will be used to track compliance, schedule examinations, and maintain records. No new capital assets are required, and there is no impact on existing asset lifecycle or replacement planning. Any associated costs are operational in nature and limited to standard medical examination expenses and administrative coordination.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-2
Exhibit C: Evaluation
Exhibit D: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	**Preparation Date:**	May 6, 2026
Previous Bid # (Ex: 10-004R):	FY24-014	**Buyer/PA:**	BELINDA J. DEFOOR
New Bid Award Total:	$160,335	**Bid Title:**	Physical Examinations for School Bus Drivers
Previous Award Total:	$130,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	34

SPEND REPORTING	
Purchase Order(s) Spend:	$110,060
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$110,060**
Average Monthly Expenditure:	$3,237
Unused Authorized Spending:	**$19,940**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
122855-URGENT MEDICAL CENTER INC	N/A		$ 110,060
	PO VENDOR SPEND:		**$ 110,060**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 110,060**

NOTES (Type Below): General Budget. Only one of the three vendors has been utilized.

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Simone Clowers
Fund	General Fund	**Title**	Executive Director
Functional Area		**Department/School Name**	Transportation & Fleet Services
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/7/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 14, 2026

Julia Kyung Yoo, Inc. d/b/a
You Chiropractic and Wellness
Attn: Julia Kyung Yoo
2211 East Sample Road, Suite 202
Lighthouse Point, FL 33064

Email: Juliayoo4510@gmail.com
Phone: 954-943-6336

Subject:	Letter of **Renewal** of the Contract (Second Alternate)
ITB #:	FY24-014
ITB Title:	Physical Examinations for School Bus Drivers

Dear Ms. Kyung Yoo:

The above-referenced contract expires on 6/30/2026. You are listed as the Second Alternate. In accordance with Section 5 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/17/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Belinda Defoor

Belinda Defoor, BSME
Purchasing Agent III

VENDOR RESPONSE

4/20/26
Signature/Date - Authorized Representative

Kyung Yoo
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 14, 2026

Urgent Medical Center, Inc
Attn: Jackie Torres
6931 W. Broward Blvd
Plantation, FL 33317

Email: jtorres@integratedmedicine.org
Phone: 954-321-5191

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-014
ITB Title:	Physical Examinations for School Bus Drivers

Dear Ms. Torres:

The above-referenced contract expires on 6/30/2026. In accordance with Section 5 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/17/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Belinda Defoor

Belinda Defoor, BSME
Purchasing Agent III

VENDOR RESPONSE

4/14/26
Signature/Date - Authorized Representative

Jacqueline Torres
Printed Name - Authorized Representative

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #:	**Bid Title:**
Purchase Order #:	**Product/Service Provided:** Physical Examination
Supplier (Company) Name: Urgent Medical Center	
Contact Name: Jcqueline Torres	**Contact Phone #:** (754) 321 - 5191

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☒
Delivery as scheduled or promised	☐	☐	☐	☐	☒

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☒

3.) Will you use this supplier again? ☒ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☒
Quality as compared to similar products/services	☐	☐	☐	☐	☒
Prices as compared to similar products/services	☐	☐	☐	☒	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☒

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Amorell Hinds-Hew	**Title:** Accounting Specialist II	**Contact Phone #:** (754) 321 - 4412
School/Department: BCSB - Transportation Fleet & Services		
Participant's Signature: Amorell Hinds-Hew	**Date:** 04/23/2026	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida
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Kevin P. Tynan
Dr. Vickie L. Cartwright
Superintendent of Schools

December 1, 2022

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: FY24-014 – Physical Examinations for School Bus Drivers

The School Board of Broward County, Florida (SBBC) is interested in receiving Bids in response to the attached Invitation to Bid (ITB) for **Physical Examinations for School Bus Drivers**. Any questions regarding the ITB should be addressed to me, in writing via e-mail to **daisy.chentes-hernandez@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any Bidder, or lobbyist for a Bidder, is prohibited from having any communication concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after the Procurement & Warehousing Services Department releases a solicitation to the General Public. **All communication must go through the designated Purchasing Agent managing the Bid**. Any information that amends any portion of the ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on the SBBC.

In order to assure that your bid is in full compliance with all requirements of this ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A).** The SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program (SDOP). The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board Agreements. S/M/WBE Vendors utilized for this solicitation **must be certified by the SBBC's SDOP Office prior to the submission of the Bid Proposal**. For information on S/M/WBE Certification or Policy 3330, contact the SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit: http://www.browardschools.com/sdop.
- **REQUIREMENTS.**
  In Section 1 of the ITB is a listing of submittals that are required to be part of your Bid Package. Please make sure that all required submittals have been included as part of your Bid Package.
- **COMPLETION OF BIDS.**
  The Bid Summary Sheets, upon which the Bidder submits their company prices, should be completed electronically (use Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an *Authorized Representative of the Bidder*. The SBBC reserves the right to reject any bid which is not completed in full.
- **PRICING CORRECTIONS.**
  The SBBC reserves the right to *not* tabulate any illegible entries, pencil bids, or price corrections not initialed, and to reject any bid containing any of these errors.
- **DUE DATE.**
  Bids are due at the TSSC Building, in the Procurement & Warehousing Services Department, 3rd Floor, Suite 323, on the date and time stated on Page 1 of the ITB. In order to have your Bid considered, it must be received on or before the date and time due. ***Note: Bids received after 2:00 p.m. ET on the date due will not be considered.***
- **STATEMENT OF "NO BID".**
  If you are ***not*** submitting a Bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via e-mail to daisy.chentes-hernandez@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services Department when creating future ITBs.

Thank you for your interest in The School Board of Broward County, Florida. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Sincerely,

Daisy Chentes-Hernandez

Daisy Chentes-Hernandez
Purchasing Agent I

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

JANUARY 12, 2023

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY24-014	**December 1, 2022**	**Daisy Chentes-Hernandez (754) 321-0543**

BID TITLE:

PHYSICAL EXAMINATIONS FOR SCHOOL BUS DRIVERS

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.
I agree that this bid cannot be withdrawn within 90 days from date due.

PLEASE SIGN ALL ORIGINALS IN BLUE INK

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your Bid is in compliance with *Bid Requirements*, please verify that the submittals indicated by the ☒ below have been submitted.

☒ **ITB / Bidder Acknowledgement** **Section 1** (REQUIRED)

☒ **Bid Summary Sheet** **Section 4**, Excel File (REQUIRED)

☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)

☒ **Conflict of Interest Form** **Section 8**, (**Attachment B**) (REQUIRED)

☒ **Certificate of Debarment** **Section 8**, (**Attachment C**) (REQUIRED)

☒ **Drug Free Workplace – General Condition 50**, (**Attachment D**)

☒ **W-9 Form** Section 3 -Special Condition 17

☐ Other _____ Special Condition ____

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the *"Statement of No Bid"* attached as the last page of this ITB.

SECTION 2 – CALENDAR

December 1, 2022	Release of ITB FY24-014
December 15, 2022	Vendor written questions due on or before 5:00 p.m. ET via email to: **daisy.chentes-hernandez@browardschools.com**
*January 12, 2023	*Bids due on or before 2:00 p.m. ET. Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (3rd Floor) 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704
January 26, 2023	Posting of Recommendation Tabulation

NOTE: *If you plan to hand-deliver your proposal,* ***(please remember to bring your photo ID)****, ensure to arrive early enough to find a parking spot, walk to the building, then sign in at the Security Desk (1st Floor), and finally go to the* ***Third Floor*** *to* ***have your proposal "time-stamped" by the Procurement Receptionist*** *(Suite #323).*

** These are public meetings. The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at (754) 321-2150 or Teletype Machine (TTY) (754) 321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at (754) 321-2150 or Teletype Machine (TTY) (754) 321-2158.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids for **Physical Examinations for School Bus Drivers** as specified herein. The scope of requirements includes, but is not limited to providing physical examinations to school bus drivers meeting the requirements of the Federal Motor Carrier Safety Administration (FMCSA), Department of Transportation rules and regulations of §391.41 using form MCSA-5875. Prices quoted shall include inside delivery to . SBBC locations may issue open (blanket) Purchase Orders as required. Receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, services shall be ordered on an as-needed basis through the use of an order form. Services received as a result of an open order, where an order form has not been released, shall not be accepted and no cost shall be incurred by SBBC as a result.

SUBMIT IN TIME FOR BID OPENING:

- One (1) SIGNED Hard-Copy of Bidder's response, including a printed copy of the Pricing Spreadsheet (no binders or binding is necessary - use of a staple or binder clip is preferred).
- One (1) Flash Drive containing an Identical Electronic Version of the Bid (PDF Format) and the Pricing Sheet as an Excel Spreadsheet (.xls Format) document.

NOTE: If there is a discrepancy between the Hard-Copy and the Electronic Version (on the Flash Drive), the Original Hard-Copy shall govern.

2. **TERM / RENEWAL:** The award of this bid shall establish a contract for the period **beginning July 1, 2023 and continuing through June 30, 2026.** Bids will not be considered for a shorter period of time. Items will be ordered on an as-needed basis. If only one bid is received, the term of the contract will be reduced to one year. The term of the bid shall be for approximately three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two (2) additional one-year periods and, if needed, six (6) months beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current Agreement period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

3. **AWARD:** Bid shall be awarded in its **ENTIRETY** up to the five lowest responsive and responsible Bidders meeting all specifications, terms and conditions of the ITB. The lowest Awardee for the services shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the next lowest Bidder if: a) the lowest or next lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest or low Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC. Unit prices must be stated in the space provided on the Bid Summary Sheet.

   After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in this ITB, Section 7 – General Conditions, #58 (Nonconformance to Agreement Conditions) and #60 (Termination).

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed written and sent via email to: **Ms. Daisy Chentes-Hernandez, Purchasing Agent I, Procurement and Warehousing Services Department at** daisy.chentes-hernandez@browardschools.com, who is authorized only to direct the attention of prospective Bidders to various portions of the Bid so they may read and interpret such for themselves. Neither **Ms. Chentes-Hernandez,** nor any employee of SBBC, is authorized to interpret any portion of the Bid or give information as to the requirements of the Bid in addition to that contained in the written Bid document. **ALL Questions must be submitted on or before November 17, 2022**. Interpretations of the Bid, or additional information as to its requirements, where necessary, shall be communicated to Bidders only by a written Addendum. Any verbal or written information obtained other than by information in this ITB document, or by Addenda, shall not be binding on SBBC.

SECTION 3 – SPECIAL CONDITIONS

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the contract period The Bidder(s) agrees to this condition by signing its bid.

6. **AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION:** Bidder must supply with this ITB or upon written request, a copy of their "Authorization to Disclose Protected Health Information to Employer" form that will be used under this contract. **Failure to provide an *Authorization to Disclose Protected Health Information* form, used by the Bidder, shall result in disqualification of the Bid.**

7. **INVOICING:** Invoices **MUST** include **PURCHASE ORDER NUMBER**, **INVOICE DATE**, **NAME OF EXAMINEE, PAGE NUMBER** *(formatted X of X)* and unit price provided on the Bid Summary Sheet. Invoices shall be submitted **in duplicate** to **The School Board of Broward County, Florida, Student Transportation & Fleet Services, Attn: Accounts Receivable, 3831 NW 10th Avenue, Oakland Park, Florida 33309-4645**. SBBC is not obligated to pay for services not invoiced within 90 days of service. SBBC reserves the right to adjust the invoice for services not rendered. Invoices billed at a different rate or unit of measure shall be rejected and returned to the Awardee for correction.

8. **REQUIRED FORM/DEFAULT CRITERIA:** Awardee shall be responsible for accurately completing all required sections of the Federal Motor Carrier Safety Administration (FMCSA) form MCSA-5875 **(Attachment F)**. This form may be changed or updated by Federal Motor Coach Safety Administration (FMCSA) or Department of Transportation (DOT) during the term of this contract. Any changes, revisions or modifications issued by FMCSA or DOT to this form shall be incorporated into this ITB. **Three occurrences of incomplete or improperly performed physical examinations and/or failure to comply with any of the requirements of the bid may cause the Awardee to be in default of this contract.**

9. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.

10. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and delivery problems.

11. **MINIMUM ORDER:** Price or quantity restrictions stated by any Bidder shall not be considered for award. Any bid which stipulates minimum order by quantity or dollar amount shall not be considered for award. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.

12. **SBBC DISCLOSURE OF EDUCATION RECORDS:** Although no student education records shall be disclosed pursuant to this ITB, should the Awardee(s) come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

13. **SBBC DISCLOSURE OF EMPLOYEE RECORDS:**

    (a) SBBC will provide Awardee(s) records listed in this section for employment health testing and physical examinations in accordance with Federal Motor Carrier Safety Administration regulations.

SECTION 3 – SPECIAL CONDITIONS

(b) The following employee records will be provided at the time of testing:

1. First Name;
2. Last Name;
3. Date of Birth;
4. Street Address;
5. Driver License Number/Issuing State;
6. Personal Phone Number; and
7. Medical Information (in selected instances) will be given by SBBC to Vendor.

(c) SBBC will obtain written consent from each employee prior to disclosing the records listed above. Awardee(s) shall not re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

14. **NOTICE PROVISION:** Should your firm become an Awardee under this ITB, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title:_____

Mailing Address:_____

Email:_____

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email:_____

15. **SAFEGUARDING CONFIDENTIAL EMPLOYEE RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any Awardee(s) shall 1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records, 2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law, 3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement, 4) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information, 5) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes, 6) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and 7) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

16. **HIPAA COMPLIANCE.** Awardee(s) acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to employee records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Attachment G**. PHI may be used and disclosed only in compliance with HIPAA.

SECTION 3 – SPECIAL CONDITIONS

Note: Attachment G does not need to be submitted with your bid. This Agreement will be sent to you once the Recommendation Tabulation posting has come down. The purchasing agent will fill out the Agreement and will send the Agreement to you for signature.

17. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found by clicking on the following link at: https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit with their Bid.

18. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: https://service.ariba.com/Register.aw/124990047/aw?awh=r&awssk=sBki8ENW&dard=1&ancdc=1 Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

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SECTION 4 – SPECIFICATIONS & BID SUMMARY SHEET

SPECIFICATIONS

1. Awardee(s) shall conduct school bus driver physicals in accordance with the Federal Motor Carrier Safety Administration (FMCSA) Department of Transportation rules and regulations of §391.41.

2. The estimated quantities provided are meant for Bidder's guidance only. Awardee(s) should expect to conduct at least 1,100 physicals during each fiscal year (July 1 – June 30). These numbers are estimates only and may increase or decrease and are not a guarantee of the number of examinations to be performed.

3. All medical examiner(s) shall meet criteria as outlined on the Federal Motor Carrier Safety Administration (FMCSA) Department of Transportation rules and regulations of §391.41 (Form MCSA-5875) (**Attachment F**) and be listed on the National Registry of Certified Medical Examiners. Their website is as follows: https://nationalregistry.fmcsa.dot.gov/NRPublicUI/home.seam

4. Physicals shall be performed at the Awardee's facility or on-site at each of the five (5) transportations terminals (listed below) with preferably a mobile testing facility (van).

   - **North Area Transportation Terminal**, 2300 NW 18th Street, Pompano Beach, FL 33069
   - **Central Area Transportation Terminal**, 3831 NW 10th Avenue, Oakland Park, FL 33309
   - **Central West Area Transportation Terminal**, 2320 College Avenue, Davie, FL 33317
   - **South Area Transportation Terminal**, 900 South University Drive, Pembroke Pines, FL 33025
   - **South West Area Transportation Terminal**, 20251 Stirling Road, Pembroke Pines, FL 33332

5. Awardee's facilities shall provide service seven (7) days per week; Monday through Friday for a minimum of eight (8) consecutive hours per day with hours between 8:00 a.m. and 5:00 p.m. Saturday and Sunday for a minimum of four (4) consecutive hours per day with hours between 9:00 a.m. and 4:00 p.m.

6. Awardee(s) shall meet reporting criteria as specified by the Florida Department of Education reporting guidelines for each employee or potential employee and directly to the Director of Transportation or authorized designee.

7. Employees who require follow-up medical reviews, testing or consultation to physicals performed under this contract shall do so with their personal physician or specialist. Awardee(s) shall be required to obtain the results or appropriate documentation of any follow-up work performed by employee's personal physicians and assess the information appropriately, prior to providing recommendation or certification that a School Board employee is medically qualified to drive a school bus.

8. Awardee(s) should be able to screen employee medical records and make determinations for removal of employees who are considered to be medically "at risk".

9. Awardee(s) shall perform its service with care, skill and diligence in accordance with the applicable professional standards currently recognized by such profession and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all findings.

10. Awardee(s) shall assign key personnel and key personnel alternates to perform this contract and work closely with Broward County School's staff for the duration of this contract. Broward County School's Transportation Department shall be notified at least two (2) weeks in advance when an individual assigned as a key personnel or alternate will no longer serve in this position for the duration of the contract.

11. Awardee(s) represents and warrants to the School Board that it is experienced in and thoroughly familiar with all aspects to perform the Specifications as stated herein.

SECTION 4 – SPECIFICATIONS & BID SUMMARY SHEET

BID SUMMARY SHEET

BID SUMMARY SHEET: Vendor **MUST** fill out the Excel "Bid Summary Sheet" electronically with the corresponding price per unit of measure as stated. No handwritten summary sheets will be accepted.

COMPANY REPRESENTATIVE: Vendor **MUST** fill out the Excel "Bid Summary Sheet" with their contact information.

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SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Professional Liability/Errors & Omissions.** Awardee shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

3. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

4. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

5. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

7. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

8. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

9. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

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SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP). The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, *Supplier Diversity Outreach Program and Guidelines*. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets significant business presence requirements as defined in Policy 3330. To access the SBBC's SDOP Policy 3330, please visit our website at: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Policy%203330_Revised%204.21.2020.pdf.

The Economic Development & Diversity Compliance Department (EDDC) works to increase the participation of *Small, Minority, and Women-Owned Business Enterprises(S/M/WBE)* in construction and purchasing contracts. It is the intent of the School Board of Broward County, Florida (SBBC) to have a diverse group of Vendors/Suppliers to participate in the procurement process.

For information on how to become an SBBC-Certified Vendor/Supplier, click on the following certification webpage link: https://www.browardschools.com/Page/58415.

NONDISCRIMINATION.
Each Bidder hereby certifies and agrees that the following information is correct. In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES.
In accordance with SBBC Policy No. 3330, Section E.7.b., The GSC has recommended, the Transportation & Fleet Services department ("end-user") use a form of vendor rotation in the "Bid" selection process. To include at least one (1) SBBC-Certified S/M/WBE in the bid process. **All Bidders/Proposers** must complete Document 00471 at the time of submission (see Attachment A). The *SBBC-Certified S/M/WBE firms should provide one of the following types of evidence of SBBC-Certification:

a. SBBC S/M/WBE Certificate or
b. SBBC Letter of S/M/WBE Certification

***For information on "How to Become an SBBC-Certified Vendor/Supplier", please visit the Broward County Public Schools website (certification webpage) at:** https://www.browardschools.com/Page/58415**.**

Also, for the current list of SBBC-Certified firms, please visit our website at: browardschools.com/Page/59879 **.**

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SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the Agreement. SBBC shall provide the estimated Agreement amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated Agreement amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. (continued….)

37. (Continued):
    Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

    b) By Awardee: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of Awardee, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement agreement for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this ITB and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. (continued….)

57. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
   a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This Agreement award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the Agreement award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **E-VERIFY**: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Awardee shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems. (continued……)

66. **IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

As part of such compliance, Awardee shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Awardee retaliate against any person for reporting instances of such discrimination. Awardee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

70. **NO WAIVER OF SOVEREIGN IMMUNITY**: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this ITB. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

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ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) DOCUMENTS/FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471 – Bidder/Proposer Assurance Statement

All Proposers/Bidders MUST SUBMIT Doc. 00471

SOLICITATION #:

A prospective S/M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit ***Document 00471 – Bidder/Proposer Assurance Statement*** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

_____

Print Name of Prime Bidder/Proposer

Submitting Firm is a SBBC-Certified S/M/WBE: ☐ YES ☐ NO
If "Yes", select the S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

Note: The Bidder/Proposer Assurance Form MUST BE SUBMITTED with the SBBC Certification for S/M/WBE.

_____ _____

Signature of Prime Bidder/Proposer Date

_____

Title of Prime Bidder/Proposer

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS (continued)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

MONTHLY UTILIZATION REPORT.

Monthly Utilization Reports are used to report payments made to the participating SBBC-Certified S/M/WBE subcontractor(s) listed in the original proposal submitted. The Monthly Utilization Reports are due each month at the beginning of the month.

If awarded, the Awardee shall login to the SDOP Management System (SMS) *each month* by clicking on the following link: https://browardschools.smwbe.com/ *(use your email address as your username)*.

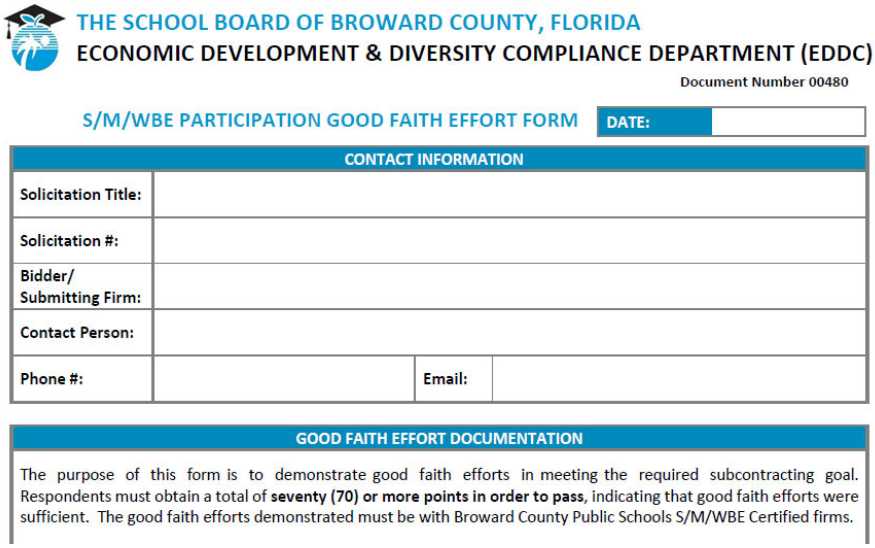
If you are an SBBC-Certified S/M/WBE Prime – Self Performing, monthly payments received must also be reported each month at the beginning of each month through the SMS, by also clicking on the previous link provided, and by using your email address as your username as well.

*Note: After two weeks, the system will no longer be open – **for that reporting period** – and a request must be submitted to the Economic Development & Diversity Compliance Department's (EDDC) Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.*

If you are currently an SBBC-Certified S/M/WBE, or are currently a Prime or Subcontractor with a local public or county agency, your firm may already have an existing account.

FORM 00480 – THE BIDDER/PROPOSER S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM.

A link to the form is provided below:
browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf. The following is a partial preview of the form:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM DATE:

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Bidder/ Submitting Firm:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

Note: You may also access the SBBC-Certified S/M/WBE directory at: browardschools.com/SDOP.

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____

Signature Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name

_____

Name(s) and Title(s) of Authorized Representative(s)

_____ _____

Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT D – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,
by _____
(Print Individual's Name and Title)
for_____, whose business address is
_____
_____,

and if applicable, whose Federal Employer Identification Number (FEIN) is _____. However, if the entity has no FEIN, be sure to include the Social Security Number of the individual signing this sworn statement here _____.

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ or Produced Identification ☐ Type of Identification _____

Notary Public State of: _____ My commission expires: _____

_____ _____
(Printed Name of Notary Public) (Notary Public Signature)

(place seal/stamp in space above)

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT F
FORM MCSA-5875 – MEDICAL EXAMINATION REPORT FORM

The link for this form can be found at this website.
https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/2022-03/Medical%20Examination%20Report%20Form%20MCSA-5875.pdf
Note: Document is 9 Pages.

Form MCSA-5875 **OMB No.: 2126-0006 Expiration Date: 03/31/2025**

Public Burden Statement
A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to be approximately 25 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examination Report Form
(for Commercial Driver Medical Certification)

MEDICAL RECORD #
_____
(or sticker)

SECTION 1. Driver Information *(to be filled out by the driver)*

PERSONAL INFORMATION

Last Name: _____ First Name: _____ Middle Initial: ___ Date of Birth: _____ Age: ___

Street Address: _____ City: _____ State/Province: _____ Zip Code: _____

Driver's License Number: _____ Issuing State/Province: _____ Phone: _____

E-Mail *(optional)*: _____ CLP/CDL Applicant/Holder*: ○ Yes ○ No

Driver ID Verified By**: _____

Has your USDOT/FMCSA medical certificate ever been denied or issued for less than 2 years? ○ Yes ○ No ○ Not Sure

*CLP/CDL Applicant/Holder: See instructions for definitions.

**Driver ID Verified By: Record what type of photo ID was used to verify the identity of the driver, e.g., CDL, driver's license, passport.

ATTACHMENT G
HIPAA BUSINESS ASSOCIATE AGREEMENT

(DO NOT FILL OUT – THIS IS A SAMPLE AGREEMENT FOR VIEWING PURPOSES ONLY)

This Business Associate Agreement ("***Agreement***") is made and entered into as of this_____day of _____, 2022 the "***Effective Date***"), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "***SBBC***" or "***Covered Entity***"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

[INSERT NAME OF COMPANY]
(hereinafter referred to as "Business Associate"),
whose principal place of business is
[*ADDRESS, City, State 12345]*

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("***PHI***") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

NOW, **THEREFORE**, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:
   (a) "**Breach**" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

(b) "**Business Associate**" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "**Designated Record Set**" has the same meaning as the term "designated record set" in 45 CFR§164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "**EDI Rule**" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "**Electronic PHI**" or **"ePHI"**, shall mean PHI that is transmitted by or maintained in electronic media.

(f) "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996.

(g) "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R.§160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R.§164.502(g).

(i) "**Minimum Necessary**" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) "**Omnibus Rule**" means the HIPAA Omnibus Rule of 2013.

(k) "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R.§160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R.§164.103.

(n) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) **"Security Rule"** shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) "**Unsecured PHI**" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 2 – SPECIAL CONDITIONS

2. **Obligations and Activities of Business Associate Regarding PHI.**

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach.

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
    b. The unauthorized person who used the PHI or to whom the disclosure was made;
    c. Whether the PHI was actually acquired or viewed; and
    d. The extent to which the risk to the PHI has been mitigated.
2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3. **Permitted Uses and Disclosures of PHI by "Business Associate".**

(a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

(b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

(d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. **Obligations of SBBC Regarding PHI.**

(a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

(d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. **Security of Electronic Protected Health Information.**

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" **(as defined in 45 C.F.R. §160.103)** ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. **Compliance with EDI Rule.** Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. **Subsequent Legislative or Regulatory Changes.** Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

8. **Amendment.** The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. **Term and Termination.**

(a) **Term:** This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

(b) **Termination for Convenience:** This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

(c) **Termination for Cause by SBBC:** Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate(s) knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

(d) **Effect of Termination:** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

10. Indemnification.

(a) **By SBBC:** SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) **By Business Associate:** Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

11. No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

22. **Notices.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Privacy Officer, Risk Management Department The School Board of Broward County, Florida 600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301

To Business Associate: _____
_____
_____
_____

With a Copy to: _____
_____
_____
_____

23. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. **Captions.** The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

November 22, 2022

ADDENDUM NO. 1

ITB FY24-014

BID NAME: PHYSICAL EXAMINATION FOR SCHOOL BUS DRIVERS

TO ALL BIDDERS:
CALLED FOR: DECEMBER 1, 2022, @ 2:00 PM

Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your submitted Proposal. By virtue of signing the "Required Response Form", Section 1 of **ITB #FY24-014**, Bidders certifies acceptance of this Addendum.

Sincerely,

Daisy Chentes-Hernandez

Daisy Chentes-Hernandez
Purchasing Agent I

cc: Kay Blake, Director/Officer I, Transportation & Fleet Services;
Vincent Harrell, Supervisor, Transportation & Fleet Services

QUESTIONS & ANSWERS

- **QUESTION #1:** How much is the allotted value for the contract resulting from this ITB?

  ANSWER TO QUESTION #1: The alloted value for the contract from this ITB is unknown at this time.

- **QUESTION #2:** Section 4 lists that a Bid Summary Sheet must be completed, however we do not see that document included with the ~~RFP~~ **ITB** - would you be able to provide the Bid Summary Sheet?

  ANSWER TO QUESTION #2: Yes. The omission of the Bid Summary Sheet was done in error. When Addendum #1 is posted, the Bid Summary Sheet will be downloaded into DemadStar.

- **QUESTION #3:** Will a BAA be required to be submitted with our response?

  ANSWER TO QUESTION #3: Please see Attachment G of the ITB.

- **QUESTION #4:** We see a sample BAA included with the ITB document but it is not listed on page 1 as a required document for submission.

  ANSWER TO QUESTION #4: Please see Page 5 of the ITB, Special Condition 16 – HIPPA Compliance. This Agreement will be sent to Awardee's after the posting of the Recommendation Tabulation.

- **QUESTION #5:** Do you have an estimated daily volume for services needed?

  ANSWER TO QUESTION #5: Approximately 10-15 physical exams needed daily.

- **QUESTION #6:** I.E What volume would require weekend vs. weekday hours of availability?

  ANSWER TO QUESTION #6: We schedule weekend services on an as-needed basis (approximately 10-15 physical exams are conducted daily).

- **QUESTION #7:** How many physicals exams would be needed from each of the 5 transportation station?

  ANSWER TO QUESTION #7: Approximately 10 physicals exams are conducted daily regardless of location.

- **QUESTION #8:** Why is this ~~RFP~~ **ITB** being issued?

  ANSWER TO QUESTION #8: Specifications have changed, and the current contract ends June 30, 2023.

- **QUESTION #9:** Does Broward County Schools have a current contract for nursing services?

  ANSWER TO QUESTION #9: Yes. However, this question is not applicable to this ITB.

- **QUESTION #10:** Who are the current incumbent vendors?

  ANSWER TO QUESTION #10: To see the current incumbent vendors please click on the following link: PHYSICAL EXAMINATIONS FOR SCHOOL BUS DRIVERS

- **QUESTION #11:** What are the current incumbent vendor bill rates?

  ANSWER TO QUESTION #11: To see the current incumbent vendor bill rates please click on the following link: PHYSICAL EXAMINATIONS FOR SCHOOL BUS DRIVERS

- **QUESTION #12:** How many registered nurses are you looking to place?

  ANSWER TO QUESTION #12: This question is not applicable to this ITB.

- **QUESTION #13:** Is Broward County Schools satisfied with the current vendors? If not, why not?

  ANSWER TO QUESTION #13: Yes.

- **QUESTION #14:** How many FTES are currently working under this contract in each discipline?

  ANSWER TO QUESTION #14: This question is not clearly written. Therefore, at this time there is no response.

- **QUESTION #15:** How many exams are performed per year under this contract?

  ANSWER TO QUESTION #15: Approximately 1350 exams.

- **QUESTION #16:** What type of staff are performing the exams?

  ANSWER TO QUESTION #16: The answer to this question is provided in the ITB.

- **QUESTION #17:** Can a Nurse Practitioner and Physician Assistant perform the exams?

  ANSWER TO QUESTION #17: The answer to this question is provided in the ITB.

- **QUESTION #18:** What is required to be done in each exam?

  ANSWER TO QUESTION #18: The answer to this question is provided in the ITB.

- **QUESTION #19:** What is the current $ value spent per year?

  ANSWER TO QUESTION #19: The current dollar value spent per year for this ITB is $52,000.

- **QUESTION #20:** Can you provide the previous 3 years budget spend?

  ANSWER TO QUESTION #20: Not available.

- **QUESTION #21:** Is pricing by exam cost or hourly staffing rate?

  ANSWER TO QUESTION #21: Please refer to the ITB Bid Summary Sheet.

- **QUESTION #22:** Is there a minimum number of exams per day per location?

  ANSWER TO QUESTION #22: No.

- **QUESTION #23:** When do you anticipate the award to be made and services to start?

  ANSWER TO QUESTION #23: We anticipate the award to be made in June, 2023. The services will start JULY 1, 2023.

This concludes Addendum No. 1 for ITB FY24-014 – Physical Examination for School Bus Drivers
All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

December 1, 2022

ADDENDUM NO. 2

ITB FY24-014

BID NAME: PHYSICAL EXAMINATION FOR SCHOOL BUS DRIVERS

TO ALL BIDDERS:
CALLED FOR: JANUARY 12, 2023, @ 2:00 PM

Please Note: The Bid Opening Date for this ITB has been extended from DECEMBER 1, 2022, to **JANUARY 12, 2023**.

This Addendum is for informational purposes only and need not be returned with your submitted Proposal. By virtue of signing the "Required Response Form", Section 1 of **ITB #FY24-014**, Bidders certifies acceptance of this Addendum.

Sincerely,

Daisy Chentes-Hernandez

Daisy Chentes-Hernandez
Purchasing Agent I

cc: Kay Blake, Director/Officer I, Transportation & Fleet Services;
Vincent Harrell, Supervisor, Transportation & Fleet Services

This concludes Addendum No. 2 for ITB FY24-014 – Physical Examination for School Bus Drivers
All other terms and conditions remain the same.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

December 1, 2022

ADDENDUM NO. 3

ITB FY24-014

BID NAME: PHYSICAL EXAMINATION FOR SCHOOL BUS DRIVERS

TO ALL BIDDERS:
CALLED FOR: JANUARY 12, 2023, @ 2:00 PM

Please Note: Since the Bid Opening Date for this ITB was extended from DECEMBER 1, 2022, to **JANUARY 12, 2023**, the following pages of the ITB were revised to reflect the new dates:

Page 1 – Section 1-Invitation To Bid/Bidder Acknowledgement.

- The Bid Release Date was changed from November 3, 2022, to **December 1, 2022**.
- The Bid Due Date was changed from December 1, 2022, to **January 12, 2023**.

Page 2 – Section 2-Calendar.

- The Bid Release Date was changed from November 3, 2022, to December 1, 2022.
- Vendor Written Questions Due Date was changed from November 17, 2022, to **December 15, 2022**.
- The Bid Due Date was changed from December 1, 2022, to January 12, 2023.
- The Posting Date of Recommendation Tabulation was changed from December 15, 2022, to **January 26, 2023**.

This Addendum is for informational purposes only and need not be returned with your submitted Proposal. By virtue of signing the "Required Response Form", Section 1 of **ITB #FY24-014**, Bidders certifies acceptance of this Addendum.

Sincerely,

Daisy Chentes-Hernandez

Daisy Chentes-Hernandez
Purchasing Agent I

cc: Kay Blake, Director/Officer I, Transportation & Fleet Services;
Vincent Harrell, Supervisor, Transportation & Fleet Services

This concludes Addendum No. 3 for ITB FY24-014 – Physical Examination for School Bus Drivers
All other terms and conditions remain the same.

The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

JANUARY 12, 2022

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY24-014	**December 1, 2022**	**Daisy Chentes-Hernandez (754) 321-0543**

BID TITLE:
PHYSICAL EXAMINATIONS FOR SCHOOL BUS DRIVERS

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.
I agree that this bid cannot be withdrawn within 90 days from date due.

PLEASE SIGN ALL ORIGINALS IN BLUE INK

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your Bid is in compliance with *Bid Requirements*, please verify that the submittals indicated by the ☒ below have been submitted.

☒ **ITB / Bidder Acknowledgement** **Section 1** (REQUIRED)

☒ **Bid Summary Sheet** **Section 4**, Excel File (REQUIRED)

☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)

☒ **Conflict of Interest Form** **Section 8**, (**Attachment B**) (REQUIRED)

☒ **Certificate of Debarment** **Section 8**, (**Attachment C**) (REQUIRED)

☒ **Drug Free Workplace – General Condition 50**, (**Attachment D**)

☒ **W-9 Form** Section 3 -Special Concdition 17

☐ Other _____ Special Condition ____

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the *"Statement of No Bid"* attached as the last page of this ITB.

SECTION 2 – CALENDAR

December 1, 2022	Release of ITB FY24-014
December 15, 2022	Vendor written questions due on or before 5:00 p.m. ET via email to: **daisy.chentes-hernandez@browardschools.com**
*January 12, 2023	*Bids due on or before 2:00 p.m. ET. Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (3rd Floor) 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704
January 26, 2023	Posting of Recommendation Tabulation

NOTE: *If you plan to hand-deliver your proposal,* ***(please remember to bring your photo ID)****, ensure to arrive early enough to find a parking spot, walk to the building, then sign in at the Security Desk (1st Floor), and finally go to the* ***Third Floor*** *to* ***have your proposal "time-stamped" by the Procurement Receptionist*** *(Suite #323).*

** These are public meetings. The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at (754) 321-2150 or Teletype Machine (TTY) (754) 321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at (754) 321-2150 or Teletype Machine (TTY) (754) 321-2158.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-14.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY24-065 – Special Education Materials, Supplies, Equipment, and Repair

REQUESTED ACTION:

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-065 – Special Education Materials, Supplies, Equipment, and Repair with the ten Vendors listed in the Requested Action of the Executive Summary, with budget authority in the amount of $600,000. Curriculum Advantage d/b/a Classworks is not renewing. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letters-10
- Evaluations-10
- Invitation to Bid

FINANCIAL IMPACT:

$600,000. Fund is included in the existing grant allocation to support this renewal. 2026-2027 - Funded by IDEA Entitlement IDEA Grant

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

ITB-FY24-065 – Special Education Materials, Supplies, Equipment, and Repair

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Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-065 – Special Education Materials, Supplies, Equipment, and Repair with the following ten Vendors: 1) ACE Educational, Inc.; 2) Attainment Company, Inc.; 3) Dawn Goldstein, LLC; 4) DK Marsch, Inc. d/b/a Destination Knowledge; 5) Fun and Function LLC; 6) Lakeshore Learning Materials, LLC; 7) School Health Corporation; 8) School Outfitters, LLC; 9) School Specialty, LLC; 10) Super Duper Inc. d/b/a Super Duper Publications, with budget authority in the amount of $600,000. Curriculum Advantage d/b/a Classworks is not renewing.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• School Board Policy 4800 – Exceptional Student Education Policies and Procedures requires Broward County Public Schools to provide specialized materials, equipment, and assistive technology necessary for students with disabilities to receive a Free Appropriate Public Education (FAPE).
Statutory Requirement	• Florida Statute § 1003.01 – Exceptional Students • Florida Statute §1003.575 – Assistive Technology Devices Both statutes require Districts to provide appropriate instructional materials, equipment, and assistive technology for students with disabilities.
If the School Board votes "Yes"	• The School Board of Broward County, Florida (SBBC), will continue providing specialized equipment and materials necessary to implement students' Individualized Education Plans (IEPs). • Students will maintain access to assistive technology, diagnostic tools, therapy equipment, hearing aid purchase and repair, mobility equipment, and specialized curriculum materials. • SBBC will remain compliant with School Board Policy 4800, Individuals with Disabilities Education Act (IDEA) requirements, and Florida Statutes governing services for students with disabilities.

If the School Board votes "No"	• SBBC may not be able to provide required assistive technology, diagnostic materials, therapy equipment, and other specialized resources necessary to support students' IEPs. • This could result in non-compliance with federal IDEA requirements, Florida statutes, and School Board Policy 4800, potentially impacting the District's ability to provide FAPE to students with disabilities.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 2: Equity • Guardrail 3: School Support • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• This ITB supports student access to instructional materials, assistive technology, and specialized equipment required to implement IEPs. Access to these resources supports improved academic engagement, measurable progress toward IEP goals, and compliance with federal and state requirements under the IDEA. Additionally, the ITB ensures timely access to essential resources that support equitable educational opportunities for students with disabilities across the District.

Background/History
The Scope of Requirements includes but is not limited to assistive technology, diagnostic and testing materials, hearing aids, equipment and supplies, mobility assistance equipment, PT/OT supplies, special education curriculum materials and software, speech therapy materials, vision aids, equipment, and supplies, or any another catalog that provides supplies and/or equipment for assisting and educating individuals with disabilities, and the repair of hearing aids for Individuals with Disabilities.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	The original Agreement term is from August 1, 2023, through July 31, 2026, with two additional one-year renewal options.
Multi-Year Agreement:	Yes. The ITB was originally approved for a 36-month term with two additional one-year renewal options. The renewal ensures continuity of resources and operational efficiency while allowing the District to maintain stable vendor relationships and predictable pricing for specialized Exceptional Student Education (ESE) materials and equipment.

Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800 and Rule 6A-1.012(1)(b), Florida Administrative Code, an Invitation to Bid (ITB) is a written competitive solicitation used when the School District can clearly define the scope of work for a service or establish precise specifications for the commodities being purchased. Invitations to Bid are publicly posted and require vendors to submit sealed competitive bids.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funding is included in the IDEA Grant.
2. The ESE Department reviews and monitors expenses within the Special Revenue – Other Fund IDEA Grant.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 – 7/31/2027	12 months	$600,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	11 months	Special Revenue Other: IDEA Grant	$550,000
FY28	1 month	Special Revenue Other: IDEA Grant	$50,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Schools will benefit from continued access to specialized materials, assistive technology, diagnostic tools, and therapy supplies required to implement students' IEPs. These resources directly support educators, therapists, and service providers in meeting the diverse learning and accessibility needs of students with disabilities.
School Selection /Prioritization	Resources are distributed District-wide and allocated based on individual student needs as specified in their IEPs. Any school serving students requiring specialized ESE resources will receive the necessary materials.
Community/ Stakeholder Engagement	Not applicable
End-User Input	Not applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-10
Exhibit C: Evaluations-10
Exhibit D: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 15, 2026
Previous Bid # (Ex: 10-004R):	FY24-065	**Buyer/PA:**	CYNTHIA GOMEZ
New Bid Award Total:	$3,100,000	**Bid Title:**	Special Education Materials, Supplies, Equipment, and Repair
Previous Award Total:	$2,500,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	8/1/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	$1,464,952
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,464,952**
Average Monthly Expenditure:	$44,392
Unused Authorized Spending:	**$1,035,048**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
145707-LAKESHORE LEARNING MATERIALS	N/A		$ 974,180
140421-SCHOOL SPECIALTY LLC	N/A		$ 303,981
100611-SUPER DUPER INC	N/A		$ 108,916
111966-FUN AND FUNCTION LLC	N/A		$ 30,253
106424-SCHOOL HEALTH CORPORATION	N/A		$ 23,957
138644-ACE EDUCATIONAL INC	N/A		$ 16,910
106498-ATTAINMENT COMPANY	N/A		$ 6,688
101680-SCHOOL OUTFITTERS LLC	N/A		$ 58
108833-REALLY GOOD STUFF LLC	N/A		$ 9
	PO VENDOR SPEND:		**$ 1,464,952**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,464,952**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2610097800	**Name** (First & Last)	Andrea Ciotti
Fund	4230	**Title**	Director
Functional Area	5250000000000000	**Department/School Name**	Exceptional Student Education
Commitment Item	56420000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/14/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Rebeka Holland
ACE Educational Inc. d/b/a ACE Educational Supplies
6919 W. Broward Blvd.Ste. 210
Plantation, FL 33317

Email: rebeka@ACEeducational.com
Phone: 786-222-5800

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Holland:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Rebeka Holand
Signature/Date - Authorized Representative

Rebeka Holand
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

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Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Autumn Garza
Attainment Company, Inc.
1158 Clarity Street
Verona, WI 53593-0160

Email: autumn@attainmentcompany.com
Phone: 800-327-4269

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Garza:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Autumn Garza

Signature/Date - Authorized Representative

Autumn Garza, President & CEO

Printed Name - Authorized Representative

Established 1915
BROWARD County Public Schools

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Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Dawn Goldstein
Dawn Goldstein, LLC d/b/a Freely Reading
2901 SW 86th Way
Davie, Florida 33328

Email: dawn@freelyreading.com
Phone: 754-800-2001

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Goldstein:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

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Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Dawn Cardenas 2/6/26
Signature/Date - Authorized Representative

Dawn Cardenas
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

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Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Kristine Marsh
DK Marsh, Inc. d/b/a Destination Knowledge
9120 58th Drive E
Bradenton, Florida 34202

Email: kmarsh@destinationknowledge.com
Phone: 800-889-4886

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Marsh:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

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Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

03/02/2026
Signature/Date - Authorized Representative

Kristine Marsh
Printed Name - Authorized Representative

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County Public Schools

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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Zena Hirsch
Fun and Function, LLC
PO Box 11
Merion, Pennsylvania 19066

Email: bids@funandfunction.com
Phone: 800-231-6329

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Hirsch:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

L. Ehrn

Signature/Date - Authorized Representative

Libby Ehrentreu, Bids Manager

Printed Name - Authorized Representative

John Wesley White
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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Johann Lopez
Lakeshore Learning Materials, LLC
2695 E. Dominguez Street
Carson, California 90895

Email: biddept@lakeshorelearning.com
Phone: 800-424-4772

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Hirsch:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Fabian 02/09/2026
Signature/Date - Authorized Representative

Fabian Soriano-Leyva - Bid Analyst
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Sam Medine
School Health Corporation
5600 Apollo Drive
Rolling Meadows, Illinois 60008

Email: bids@schoolhealth.com
Phone: 866-323-5465

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Mr. Medine:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Andrew Wlezen
Signature/Date - Authorized Representative

Andrew Wlezen
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Jamie Buchanan
School Outfitters
3736 Regent Avenue
Cincinnati, Ohio 45212

Email: contracts@schooloutfitters.com
Phone: 866-619-3776

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Buchanan:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Jack Gartner
Signature/Date - Authorized Representative

Jack Gartner
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Sarah Peterson
School Specialty, LLC
W6316 Design Drive
Greenville, Wisconsin 54942

Email: bidnotices@schoolspecialty.com
Phone: 877-882-5856

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Peterson:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Sarah L. Peterson 2/9/2026
Signature/Date - Authorized Representative

Sarah Peterson, Assistant Secretary
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
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Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 6, 2026

Daphne Sanders
Super Duper Inc. d/b/a Super Duper Publications
5201 Pelham Road
Greenville, South Carolina 29615

Email: bids@superduperinc.com
Phone: 800-277-8737

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-065
ITB Title:	Special Education Materials, Supplies, Equipment & Repair

Dear Ms. Sanders:

The above-referenced contract expires on 7/31/2026. In accordance with Special Conditions Section 3.4 the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/1/2026 through 7/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

VENDOR RESPONSE

Daphne Sanders February 9, 2026
Signature/Date - Authorized Representative

Daphne Sanders
Printed Name - Authorized Representative

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: ACE Educational, Inc.	
Contact Name: Rebeka Holland	**Contact Phone #:** (954) 756 - 6139

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: Natalia Morón		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

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For assistance with this form contact us at
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GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Attainment Company, Inc.	
Contact Name: Autumn Garza	**Contact Phone #:** (800) 327 - 4269

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: *Natalia Morón*		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

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GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Dawn Goldstein, LLC d/b/a Freely Reading	
Contact Name: Dawn Goldstein	**Contact Phone #:** (754) 800 - 2001

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: Natalia Morón		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

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GENERAL INFORMATION

Bid #: FY22-038	**Bid Title:** Radio Maintenance and Repair (Warranty Program)
Purchase Order #:	**Product/Service Provided:** Radio Maintenance/Repair
Supplier (Company) Name: EconoComm, Inc. dba Mobile Communications	
Contact Name: Janet Hercules	**Contact Phone #:** (954-)581 - 4960

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Vndor has been very responsive to repair needs

EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature: Natalia Morón		**Date:** 4/16/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Fun and Function, LLC	
Contact Name: Ruby Silber	**Contact Phone #:** (800) 231 - 6329

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: Natalia Morón		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Lakeshore Learning Materials	
Contact Name: Tony Chaidez	**Contact Phone #:** (305) 619 - 4852

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: *Natalia Morón*		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: School Health Corporation	
Contact Name: Rachelle Shipp	**Contact Phone #:** (866) 323 - 5465

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: Natalia Morón		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

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GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: School Outfitters	
Contact Name: Jason Rapp	**Contact Phone #:** (800) 260 - 2775

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3456
School/Department: ESE/9762		
Participant's Signature: Natalia Morón		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

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GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: School Specialty, LLC	
Contact Name: Gleivys Sanchez	**Contact Phone #:** (786) 390 - 7650

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: Natalia Morón		**Date:** 02/12/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: ITB-FY24-065	**Bid Title:** Special Education Materials, Supplies, Equipment & Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Super Duper Inc. d/b/a Super Duper Publications	
Contact Name: Daphne Sanders	**Contact Phone #:** (800) 277 - 8737

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Natalia Morón	**Title:** Curriculum Supervisor	**Contact Phone #:** (754) 321 - 3453
School/Department: ESE/9762		
Participant's Signature: *Natalia Morón*		**Date:** 02/12/2026

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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Earlean C. Smiley Ed.D.
Interim Superintendent

5/10/2023

Revised Pages – 3,4,5

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY24-065 – Special Education Materials, Supplies, Equipment & Repair

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) FY24-065 for **Special Education Materials, Supplies, Equipment & Repair** Any questions regarding this ITB should be addressed to me, in writing via e-mail to **karlene.grant@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)**

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **karlene.grant@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Karlene Grant
Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB) Revised

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

6/6/2023

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY24-065	**5/10/2023**	**Karlene Grant** **754-321-0542**

BID TITLE:
SPECIAL EDUCATION MATERIALS, SUPPLIES, EQUIPMENT & REPAIR

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ **Bidder Acknowledgement** **Section 1**	☒ **Conflict of Interest Form** **Section 8, Attachment B**	☒ **Certificate of Debarment** **Section 8, Attachment C**	☐ Manufacturers Authorization Special Condition ___
☒ **Bidder's Preference Statement** **Special Condition 15**	☒ **Bid Summary Sheet** **Section 4**	☐ Samples Special Condition ___	☐ Assurance Statement (Attachment A)
☐ Descriptive Literature Special Condition ____	☒ **Safety Data Sheets** **Special Condition 19**	☐ Bid Bond Special Condition ___	☐ S/M/WBE Participation Schedule (Attachment A)

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Wednesday, May 10, 2023	Release of ITB FY24-065
Wednesday, May 31, 2023	Vendor written questions due on or before 5:00 p.m. ET via email to: **karlene.grant@browardschools.com**
Tuesday, June 6, 2023*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Friday, June 9, 2023	Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **Special Education Materials, Supplies, Equipment and Repair** as specified herein. The scope of requirements includes, but is not limited to assistive technology, diagnostic and testing materials, hearing aids, equipment and supplies, mobility assistance equipment, PT/OT supplies, special education curriculum materials and software, speech therapy materials, vision aids, equipment, and supplies, or any another catalog that provides supplies and/or equipment for assisting and educating individuals with disabilities, and the repair of hearing aids for Individuals with Disabilities. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

SUBMIT IN TIME FOR BID OPENING:

- One (1) signed hard copy of Bidder's response, including a printed copy of the Pricing Spreadsheet **(no binders or binding is necessary - use of a staple or binder clip is preferred).**
- One (1) flash drive containing an identical electronic version of the bid (pdf format preferred) and the Pricing Spreadsheet as an Excel type (.xls) document.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

2. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Karlene Grant, Purchasing Agent in Procurement & Warehousing Services, via email to karlene.grant@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **8/1/2023** or upon approval by the Board, whichever is later, and continuing through **7/31/2026**. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

4. **RENEWAL:** The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

5. **AWARD: Group 1** of this bid shall be awarded **BY ITEM** to one primary and up to two alternate responsive and responsible Bidders meeting all specifications, terms, and conditions. To be considered for award, Bidder must offer single fixed percentage discount from price list, for items specified on the Bid Summary sheet. Bidders are not required to bid on ALL items. The highest percentage discount from price list Bidder for each item shall be considered the Primary Awardee for that item. All other responsive Bidders for that item will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next highest percentage discount from price list will be the First Alternate Awardee, and the responsive Bidder with the next highest percentage discount from price list after the First Alternate Awardee will be the Second Alternate Awardee. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so. When a bid has Primary and Alternate Awardee(s) and the Primary Awardee is unable to perform during the term of the Contract, Procurement & Warehousing Services may negotiate with the Alternate Awardee for the same or lower unit prices as those submitted by the Primary Awardee.

   Group 2 shall be awarded **BY ITEM** to one primary and up to two alternate responsive and responsible Bidders meeting all specifications, terms, and conditions offering services for the **repair of hearing aids**. SBBC reserves the right to request additional documentation to verify Awardee's qualification and/or experience in providing these services. SBBC reserves the right to award in ANY combination that will serve the interests of the District.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

6. **CATALOGS/PRICE LIST(S):** Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has a website with updated manufacturer list pricing with the SBBC discount schedule, state the web address on the Bid Summary Sheet. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of non-compliance to Special Condition. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Bids submitted for other than **Special Education Materials, Supplies, Equipment and Repair for Individuals with Disabilities** will not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the Agreement on the cover of the MSRP price list distributed. Distributed catalog/price list(s) shall be at no charge to SBBC. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog will result in disqualification of bid for that item.

   If, during the contract period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to SBBC Supply Management & Logistics Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.

7. **SINGLE FIXED PERCENTAGE DISCOUNT OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's That will be used for the term of the Agreement. The single fixed percentage offered shall remain firm throughout the term of the Agreement. Supplies and equipment for this bid shall be defined as:

   a. **SUPPLIES**: Any catalog item whose net price is under $1,000.00.
   b. **EQUIPMENT**: Any catalog item whose net price is $1,000.00 or more.

   Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. Net pricing is acceptable. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

8. **BALANCE–OF–LINE OPTION:** Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decrease throughout the term of the Agreement. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

9. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation that would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

10. **DELIVERY/ FREIGHT:** All Awardees shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC**. Delivery or freight collect shall not be allowed**. Delivery or freight charge shall be prepaid and added to the invoice as a separate amount on the invoice. SBBC may, at their option, pick-up items from Awardee's place of business. Catalog items that are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

11. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The awardee will be responsible for any disposition charges.

12. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time.

13. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

14. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D TO BE CONSIDERED FOR AWARD.** Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.** Bidders whose principal place of business is outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the Bidder Preference form, Section 8, Attachment D, and must submit this form with submitted bid.

15. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.**
    i. Purchase Order number
    ii. A complete description of the items
    iii. Itemized list price
    iv. Total dollar amount shall be net

    Invoices are to be mailed to **The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or to the address indicated on the Purchase Order.**

    Material backordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

16. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

17. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

18. **SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement & Warehousing Services, a Material Safety Data Sheet (SDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide SDS, as requested, shall result in the disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer or a legible copy made from the same. The Awardee shall be responsible, during the term of the Agreement, to provide the SBBC Procurement & Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.
    a. The SDS must include the following information in English:
        i. The chemical name and the common name of the toxic substance, where applicable.
        ii. The hazards or other risks in the use of the toxic substance, including:
            1. The potential for fire, explosion, corrosive interaction and reactivity;
            2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
            3. The primary routes of entry and symptoms of overexposure.

iii. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
iv. The emergency procedure for spills, fire, disposal and first aid.
v. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
vi. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Risk Management reserves the right to reject any SDS sheet regardless if the product offered is an approved product. A rejection of an SDS sheet shall result in the disqualification of the bid item.

19. **MINIMUM ORDER:** The actual quantity ordered may be as low as one each or unit, which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit that shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.

20. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

21. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control; and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial; and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

22. **WARRANTY:** The manufacturer's standard warranty must be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.

23. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

24. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **SPECIFICATIONS:** The scope of requirements includes, but is not limited to assistive technology, diagnostic and testing materials, hearing aids, equipment and supplies, mobility assistance equipment, PT/OT supplies, special education curriculum materials and software, speech therapy materials, vision aids, equipment, and supplies, or any another catalog that provides supplies and/or equipment for assisting and educating individuals with disabilities.

2. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Four (4) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   TAB 1 - COMPANY REPRESENTATIVE

   TAB 2 – ITEM 1 Discount Percentage

   TAB 3 – ITEM 2 Repair of Hearing Aids

   TAB 4 – Additional Information

3. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet (Tab 1), the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

4. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet **is: a) no longer available** and has been replaced with a new updated model with new specifications, the Bidder should contact the Purchasing Agent and **submit complete descriptive literature** on the new model number as soon as possible. The Purchasing Agent will release a revised Bid Summary sheet via an Addendum posted to DemandStar.

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SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

3. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

5. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, FL 33301.

7. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

8. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

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SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC)
SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)
AFFIRMATIVE PROCUREMENT INITIATIVES (API)
API ITB S/M/WBE Local Bidder Pricing reference

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS
To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:
a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully

SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) (Continued)

residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, SM/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract: As a result, A Small,Minority Woman Owned Business (SMWBE) Local Pricing Preference Incentive has been applied to this solicitation and resulting contract.
Small,Minority Woman Owned Business (SMWBE) Local Pricing Preference Incentive: After all other Bidding Preference Laws has been applied, Responsive, Responsible, SBBC Certified S/M/WBE bidder/proposer(s), meeting requirements, and who's bid comes within two percent (2%) of the lowest non-SBBC certified bidder shall be awarded a local pricing incentive as described in the *Local SMWBE Pricing InventiveTable below:*

Local SMWBE Pricing Incentive Table

SMWBE Bidder Pricing % Multiplier	Example of Proposed Local Pricing Incentive Total IF SMWBE Bidder's Total is $500,000
100% or .1	$500,000
99% or .99	$495,000
98% or .98	$490,000

S/M/WBE availability data to be collected by the School .Board through its Centralized Bidder Registration (CBR) system, and the utilization of SMWBEs.

*****NOTE TO BIDDERS******

All Bidders/Proposers must complete Document 00471 at the time of submission (see Attachment A).
It is the responsibility of the SMWBE proposer/bidder to provide (with bid documents) one of the following evidence of SBBC-Certification:

The SBBC-Certified S/M/WBE firms should provide one of the following types of evidence of SBBC-Certification:

a. SBBC S/M/WBE Certificate or
b. SBBC Letter of S/M/WBE Certification

Also visit browardschools.com/Page/59879 **for the list of current SBBC-certified firms.**

SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) (Continued)

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements:

If Awarded, the Awardee shall Log into the *SDOP Management System (SMS)* to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

The following form is due at the time of Bid submittal (See Attachment A)

1. Bidder/Proposer Assurance Statement – Form 00471

MONTHLY UTILIZATION REPORT

If Awarded, the Awardee shall Log into the *SDOP Management System (SMS)* monthly to report payments made to the SMWBE subcontractor listed in the Original Proposal submitted.

To log into the system: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already be in the SMS System, and an account already exists.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period –, and a request must be submitted to the EDDC Team for assistance at eddcbiteam@browardschools.com.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/Page/59879

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SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the Agreement. SBBC shall provide the estimated Agreement amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated Agreement amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. (continued….)

37. (Continued):
    Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

    b) By Awardee: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of Awardee, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement agreement for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this ITB and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The School Board of Broward County, Florida, M/WBE certified vendor;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. (continued….)

57. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
   a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This ITB award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the ITB award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **E-VERIFY**: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Awardee shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems. (continued……)

66. **IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

As part of such compliance, Awardee shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Awardee retaliate against any person for reporting instances of such discrimination. Awardee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

70. **NO WAIVER OF SOVEREIGN IMMUNITY**: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this ITB. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:

A prospective M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit ***Document 00471 – Bidder/Proposer Assurance Statement*** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER_____

M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

.

_____ _____

(Signature and Date) *(Title)*

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS (continued)

The following form is due **after** Bid has been awarded:

Monthly Utilization Report

If Awarded, the Awardee shall Log into the *SDOP Management System (SMS)* monthly to report payments made to the SMWBE subcontractor listed in the Original Proposal submitted.

To log into the system: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already be in the SMS System, and an account already exists.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period –, and a request must be submitted to the EDDC Team for assistance at eddcbiteam@browardschools.com.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

- SDOP website with list of Certified S/M/WBE Vendors: https://www.browardschools.com/Page/59879
- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ Signature

_____ Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – BIDDER PREFERENCE

See Special Condition 15

LEGAL OPINION OF BIDDER PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public agreements to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public agreements to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public agreements to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public agreements to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ or Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT G – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: KARLENE GRANT
BID: FY24-065-Special Education Materials, Supplies, Equipment & Repair

SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the Agreement period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-15.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY24-106 – HVAC – Daikin Equipment & Parts

REQUESTED ACTION:

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-106 – HVAC – Daikin Equipment and Parts to the following two Vendors: 1) Daikin Applied Americas, Inc. d/b/a Daikin Applied; 2) Blizzard Air Conditioning, LLC. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheeet
- Renewal Letters-2
- Evaluations-5
- Invitation to Bid

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark Dorsett
Title: Chief Operations Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

ITB-FY24-106 – HVAC – Daikin Equipment & Parts

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-106 – HVAC – Daikin Equipment and Parts to the following two Vendors: 1) Daikin Applied Americas, Inc. d/b/a Daikin Applied; 2) Blizzard Air Conditioning, LLC.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes. The maintenance and repair of HVAC equipment is required, as noted in the State Requirements for Educational Facilities (SREF), Florida Department of Education, Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• If the School Board votes yes, the ability to purchase Heating, Ventilation, and Air Conditioning (HVAC) Equipment and Parts directly from the Manufacturer in a timely manner, yielding cost savings to the District.
If the School Board votes "No"	• If the School Board votes no, the PPO Department will not have the ability to purchase HVAC Equipment and Parts expeditiously and receive delivery in a timely manner. Receipt of the HVAC services, also included in this bid, will be eliminated. If purchases are made through other Vendors, there will be a markup in prices. Delayed purchases can have an impact on indoor air quality if equipment and parts are not readily available.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Reliable, economical air conditioning services at all Schools and Facilities – District-wide.

Background/History
This bid is utilized the PPO Department to purchase HVAC Equipment and Parts to maintain air conditioning services in all Schools and Facilities – District-wide.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	The original Agreement is for a term of 36 months, beginning July 19, 2023, through July 18, 2026, with two one-year renewal options.
Multi-Year Agreement:	The original Agreement expires on July 18, 2026. The First Renewal Term began on July 19, 2026, through July 18, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Blizzard Air Conditioning, LLC.
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), Florida Administrative Code, the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the School District is capable of specifically defining the Scope of Work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. There is a financial impact to the District of $4,619,000.
2. The Agreement will be funded from the PPO Department's General Fund budget and Safety & Security.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/19/2026 – 7/18/2027	12 months	$4,619,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	PPO Department General Fund Budget/Safety & Security	$347,436
FY28	11 months	PPO Department General Fund Budget/Safety & Security	$318,483

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Yes. The impact on schools is the installation, repair, and preventive maintenance of chillers, cooling towers, air handlers, and various other HVAC Equipment – District-wide.
School Selection /Prioritization	Installations and repairs are performed during preventive routine maintenance and upon receipt of emergency requests.
Community/ Stakeholder Engagement	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-2
Exhibit C: Evaluations-5
Exhibit D: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	April 14, 2026
Previous Bid # (Ex: 10-004R):	FY24-106	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:		**Bid Title:**	HVAC - Daikin Equipment & Parts
Previous Award Total:	$4,619,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/19/2023	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	7/18/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	$950,762
P Card Purchases:	$4,703
Total Invoiced-to-Date Amount (PO + Pcard Pur	**$955,465**
Average Monthly Expenditure:	$28,953
Unused Authorized Spending:	**$3,663,535**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
130359-DAIKIN APPLIED AMERICAS INC		|	$ 950,762
	PO VENDOR SPEND:		**$ 950,762**
	P-CARD SPEND:		**$ 4,703**
	TOTAL SPEND:		**$ 955,465**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various Schools and Admin Sites	**Name** (First & Last)	Mark D. Dorsett
Fund	1000	**Title**	Chief Operations Officer (Task Assigned)
Functional Area	8104721500000000/7400794500000000	**Department/School Name**	Physical Plant Operations
Commitment Item	53510000/568X0000/56810000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**4/29/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 14, 2026

Daikin Applied Americas Inc.
Attn: Guillermo Feria
15712 SW 41st ST Suite#6
Davie, FL 33331

Email: guillermo.feria@daikinapplied.com
Phone: 954-862-8500

Subject:	Letter of **Renewal** of the Contract
Quote #:	FY24-106
Quote Title:	HVAC - Daikin Equipment & Parts

Dear Mr. Feria,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 2.01 - Term of Agreement of the Quote, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/19/2026 through 7/20/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this Quote award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded Quote and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/18/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo

Manager, Construction Sourcing

VENDOR RESPONSE

Signature/Date - Authorized Representative

Guillermo Feria - District Service Manager

Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 14, 2026

Blizzard Air Conditioning LLC
Attn: Roberto Villaverde
12201 SW 128th CT Ste 107
Miami, FL 33186

Email: info@blizzardairfl.com
Phone: 305-699-8868

Subject:	Letter of **Renewal** of the Contract
Quote #:	FY24-106
Quote Title:	HVAC - Daikin Equipment & Parts

Dear Mr. Villaverde,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 2.01 - Term of Agreement of the Quote, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/19/2026 through 7/20/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this Quote award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded Quote and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 3/18/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo

Manager, Construction Sourcing

VENDOR RESPONSE

Signature/Date - Authorized Representative

Roberto Villaverde / President

Printed Name - Authorized Representative

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY24-106	**Bid Title:** HVAC - Daikin Equipment & Parts
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Daikin Applied Americas, Inc. d/b/a Daikin Applied	
Contact Name:	**Contact Phone #:** ( ) -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☐ Yes ☑ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Anthony King	**Title:** AC Foreman	**Contact Phone #:** (754) 321 - 4642
School/Department: A C		
Participant's Signature:		**Date:** 4/14/26

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

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(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-038	**Bid Title:** Radio Maintenance and Repair (Warranty Program)
Purchase Order #:	**Product/Service Provided:** Radio Maintenance/Repair
Supplier (Company) Name: EconoComm, Inc. dba Mobile Communications	
Contact Name: Janet Hercules	**Contact Phone #:** (954-)581 - 4960

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☑	☐	☐
Quality as compared to similar products/services	☐	☐	☑	☐	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

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5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Vndor has been very responsive to repair needs

EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature:		**Date:** 4/16/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

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2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

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Compliance with specifications	☐	☐	☑	☐	☐
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Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

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EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature:		**Date:** 4/16/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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GENERAL INFORMATION

Bid #: FY22-038	**Bid Title:** Radio Maintenance and Repair (Warranty Program)
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Supplier (Company) Name: EconoComm, Inc. dba Mobile Communications	
Contact Name: Janet Hercules	**Contact Phone #:** (954-)581 - 4960

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3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
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Prices as compared to similar products/services	☐	☐	☑	☐	☐

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5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

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EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature: Salvatore Damico		**Date:** 4/16/2026

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-038	**Bid Title:** Radio Maintenance and Repair (Warranty Program)
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Contact Name: Janet Hercules	**Contact Phone #:** (954-)581 - 4960

SECTION 1: SUPPLIER EVALUATION

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SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
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Quality as compared to similar products/services	☐	☐	☑	☐	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

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EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature:		**Date:** 4/16/2026

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Earlean C. Smiley, Ed.D.
Interim Superintendent

5/24/2023

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY24-106- HVAC – Daikin Equipment & Parts

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **HVAC – Daikin Equipment & Parts**. Any questions regarding this ITB should be addressed to me, in writing via e-mail to **edgar.lugo@browardschools.com** . Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)**

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **edgar.lugo@browardschools.com** . Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Edgar Lugo
Manager, Construction Sourcing

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

6/2/2023

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY24-106	**5/24/2023**	Edgar Lugo 754-321-0508

BID TITLE:

HVAC – DAIKIN EQUIPMENT & PARTS

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ Bidder Acknowledgement Section 1	☒ Conflict of Interest Form Section 8, Attachment B	☒ Certificate of Debarment Section 8, Attachment C	☒ Manufacturers Authorization Special Condition 7
☒ Bidder's Preference Statement Special Condition __	☒ Bid Summary Sheet Section 4	☒ S/M/WBE Participation Schedule (Attachment A)	☒ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)
☐ Descriptive Literature Special Condition ____	☐ Material Safety Data Sheets Special Condition __	☐ Bid Bond Special Condition ____	☐ Descriptive Literature Special Condition ____

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Wednesday, May 24, 2023	Release of ITB FY24-106
Wednesday, May 31, 2023	Vendor written questions due on or before 5:00 p.m. ET via email to: Edgar.lugo@browardschools.com
Friday, June 2, 2023*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Wednesday, June 7, 2023	Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on HVAC – Daikin Equipment & Parts. as specified herein. The scope of requirements includes, but is not limited to, HVAC – Daikin Equipment & Parts. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

   - **One original, signed, clearly marked, and complete bid hard-copy must be submitted in a sealed package by the bid due date. Failure to comply with the original hard-copy requirements may result in disqualification.**

   - **One IDENTICAL electronic version of the original hard copy of the bid, on a flash drive, should also be delivered with the proposal to support the bid analysis. The electronic files should be in PDF format except for the Bid Summary Spreadsheet (when applicable), which should be both in the PDF and MS Excel (.xls) formats. If there is a discrepancy between the original hard-copy and the electronic copy, the original hard-copy shall govern**.

2. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Edgar Lugo**, Manager, Construction Sourcing in Procurement & Warehousing Services, via email to edgar.lugo@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning upon approval by the Board**.** Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

4. **RENEWAL:** The term of the bid shall be for 3 year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, six (6) months beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current Agreement period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

5. **AWARD:** Bid shall be awarded by ITEM to ALL responsive and responsible bidders meeting all specifications, terms, and conditions. The GREATEST SINGLE-FIXED PERCENTAGE DISCOUNT from manufacturer's suggested retail price list (MSRP) for each item shall be considered the Primary Awardee for that item. All other responsive Bidders for that item will be Alternate Awardees ranked by the SINGLE-FIXED PERCENTAGE DISCOUNT from manufacturer's suggested retail price list (MSRP) they submitted. Offering a percentage mark-up instead of discount shall result in disqualification of bid item. Multiple discounts offered will result in disqualification of bid item. SBBC reserve the right to release new bids for any item(s) that are included in catalogs/prices lists submitted, is a package order, has special requirements or is in the best interest of SBBC. Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has a website with updated manufacturer list pricing with the SBBC discount schedule, state the web address on the Bid Summary Sheet. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of non-compliance to Special Condition. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Bids submitted for other than will not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the Agreement on the cover of the MSRP price list distributed. Distributed catalog/price list(s) shall be at no charge to SBBC. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog will result in disqualification of bid for that item.

   If, during the Agreement period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to SBBC Supply Management & Logistics Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County,

Florida (approximately 350) at no cost to SBBC, if necessary. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

6. USE OF BID: When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

*Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

7. BIDDER QUALIFICATIONS:

a. MANUFACTURER'S CERTIFICATION: Bidder must have each manufacturer certify that Bidder is an authorized dealer to sell, warranty and service that manufacturer's product. Bidder may submit a letter from the manufacturer or other authenticated certification document. The certification must be returned with the bid in time for bid opening or with 24 hours of request from SBBC. Failure to submit the completed certification shall result in the disqualification of the bid submitted.

8. SINGLE FIXED PERCENTAGE DISCOUNT OFFERED: Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's That will be used for the term of the Agreement. The single fixed percentage offered shall remain firm throughout the term of the Agreement. Supplies and equipment for this bid shall be defined as:

a. **SUPPLIES**: Any catalog item whose net price is under $1,000.00.
b. **EQUIPMENT**: Any catalog item whose net price is $1,000.00 or more.

Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

9. BALANCE–OF–LINE OPTION: Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decrease throughout the term of the Agreement. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

10. EMERGENCY ORDERS: Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

11. DELIVERY/ FREIGHT:

a. Delivery must be completed in accordance to order terms and conditions.

b. Deliveries for emergency orders must be completed within 3 to 5 business days after receipt of the order (ARO).

c. All Awardees shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Delivery or freight collect shall not be allowed. Delivery or freight charge shall be prepaid and added to the invoice as a separate amount on the invoice. SBBC may, at their option, pick-up items from Awardee's place of business. Catalog items that are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

12. ACCEPTANCE OF MATERIALS: The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to

cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The awardee will be responsible for any disposition charges.

13. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time.

14. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

15. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D TO BE CONSIDERED FOR AWARD.** Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.** Bidders whose principal place of business is outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the Bidder Preference form, Section 8, Attachment D, and must submit this form with submitted bid.

16. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **Physical Plant Operations, 3810 NW 10 Avenue, Fort Lauderdale, Florida 33309 or to the address indicated on the Purchase Order.**
    i. Material release number OR the control number
    ii. Purchase Order number
    iii. A complete description of the items
    iv. Itemized list price
    v. Total dollar amount shall be net

17. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

18. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

19. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

20. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control; and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and

iii. The effect on pricing or availability of supply is substantial; and

iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

21. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

22. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

23. **SAMPLES:** If bidding other than the manufacturer and models specified on the Bid Summary Sheet, the **exact** sample of the bid item offered must be furnished to SBBC Procurement & Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, **in time for bid opening or upon request,** at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER, AND BID ITEM NUMBER.** SBBC shall **REJECT** any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3).

24. **WARRANTY:** The manufacturer's standard warranty must be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the product.

25. **CENTRAL WAREHOUSE RECEIVING HOURS** Central Warehouse is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except for holidays. No delivery can be accepted after 2:00 p.m.

26. **CENTRAL WAREHOUSE DELIVERY AND PALLETS:**

a. On large orders, half trailer or larger, the Awardee shall call SBBC, Materials Logistics Center at 754-321-4721 prior to delivery to arrange for a delivery schedule.

b. The product must be shipped shrink-wrapped on 48" x 40", four-way flush pallets or otherwise referred to as the Grocery Manufacturer Association (GMA) pallets. No pallet exchange. **Central Warehouse shall not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Central Warehouse reserves the right to reject the shipment. The acceptable pallet grades shall be:

i. **Premium** – A very clean pallet that has probably been used only a few times. There is little if any repairs to the pallet. The pallet shall have no plates and no companion stringers.

ii. **Grade #1 or A Grade** – This is a GMA repaired, close to its original condition. Broken stringers may have been replaced or repaired with metal plates. All damaged deck boards are replaced. This is a fairly clean pallet that is structurally sound.

iii. **Grade #2 or B Grade** – This is a GMA, which has had stringer damage that has been repaired by attaching an additional stringer alongside the damaged one. This is commonly referred to as a companion stringer, block stringer, and double stringer. The "B" grade pallets usually have two (2) or less repaired stringers. The deck configuration of the "B" grade pallet is not always consistent because these pallets have been repaired many times.

27. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

28. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Two (2) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   TAB 1 - COMPANY REPRESENTATIVE

   TAB 2 - MANUFACTURES

2. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

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SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

3. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

5. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. SBBC will send an email notification within three (3) business days after receipt of the award letter.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

7. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

8. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

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SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)
Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise

annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, SM/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract: As a result, A Small, Minority Woman Owned Business (SMWBE) Local Pricing Preference Incentive has been applied to this solicitation and resulting contract.

Small, Minority Woman Owned Business (SMWBE) Local Pricing Preference Incentive: After all other Bidding Preference Laws has been applied, Responsive, Responsible, SBBC Certified S/M/WBE bidder/proposer(s), meeting requirements, and who's bid comes within two percent (2%) of the lowest non-SBBC certified bidder shall be awarded a local pricing incentive as described in the *Local SMWBE Pricing Inventive Table below*:

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Local SMWBE Pricing Incentive Table

SMWBE Bidder Pricing % Multiplier	Example of Proposed Local Pricing Incentive Total IF SMWBE Bidder's Total is $500,000
100% or .1	$500,000
99% or .99	$495,000
98% or .98	$490,000

S/M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of SMWBEs.

*****NOTE TO BIDDERS******

All Bidders/Proposers must complete Document 00471 at the time of submission (see Attachment A).

It is the responsibility of the SMWBE proposer/bidder to provide (with bid documents) one of the following evidence of SBBC-Certification:

The SBBC-Certified S/M/WBE firms should provide one of the following types of evidence of SBBC-Certification:

a. SBBC S/M/WBE Certificate

or

b. SBBC Letter of S/M/WBE Certification

Also visit browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements:

If Awarded, the Awardee shall Log into the *SDOP Management System (SMS)* to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

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SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com on June 7, 2023, at 3 PM and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the Agreement. SBBC shall provide the estimated Agreement amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated Agreement amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. (continued….)

37. (Continued):
    Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

    b) By Awardee: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of Awardee, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement agreement for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this ITB and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The School Board of Broward County, Florida, M/WBE certified vendor;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. (continued….)

57. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
   a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This ITB award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the ITB award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

    Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **E-VERIFY**: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Awardee shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems. (continued……)

66. **IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

    As part of such compliance, Awardee shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Awardee retaliate against any person for reporting instances of such discrimination. Awardee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

70. **NO WAIVER OF SOVEREIGN IMMUNITY**: Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this ITB. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

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ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. BIDDER / PROPOSER ASSURANCE STATEMENT:

Attachment A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471

Bidder/Proposer Assurance Statement
All Proposers/Bidders must submit Doc. 00471

SOLICITATION #:

A prospective S/M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit ***Document 00471 – Bidder/Proposer Assurance Statement*** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER _____

Submitting Firm is a SBBC Certified S/M/WBE: YES ☐ NO ☐
If "Yes", select the S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for S/M/WBE.

_____ *(Signature and Date)*

_____ *(Title)*

Economic Development & Diversity Compliance Department
7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 • (754) 321-1517 www.BrowardSchools.com/SDOP

Monthly Utilization Report:

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Monthly%20Utilization%20Report_MUR_020222.pdf

Document Preview:

2. MONTHLY UTILIZATION REPORT

If Awarded, the Awardee shall Log into the *SDOP Management System (SMS)* monthly to report payments made to the SMWBE subcontractor listed in the Original Proposal submitted.

To log into the system: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already be in the SMS System, and an account already exists.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period –, and a request must be submitted to the EDDC Team for assistance at eddcbiteam@browardschools.com.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/Page/59879.

The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the certification webpage.
You may also access the certified S/M/WBE directory at browardschools.com/SDOP.
The certified S/M/WBE directory is available at browardschools.com/SDOP.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____
Signature Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – BIDDER PREFERENCE

See Special Condition 15

LEGAL OPINION OF BIDDER PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public agreements to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public agreements to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public agreements to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public agreements to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORK PLACE

MUST BE COMPLETED BY ALL BIDDERS.

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ or Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this Agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT G – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: EDGAR LUGO
BID: FY24-106 – HVAC – Daikin Equipment & Parts

SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the Agreement period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-16.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY22-015 – Casualty Actuarial Services

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AMI Risk Consultants, Inc., District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Second Amendment
- Renewal Letter/Evaluation
- Affidavits-2

FINANCIAL IMPACT:

$8,000. The funds will come from the General Fund operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:
Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

RFP-FY22-015 – Casualty Actuarial Services with AMI Risk Consultants, Inc.

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AMI Risk Consultants, Inc.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• None
Statutory Requirement	• None
If the School Board votes "Yes"	• Approving the Second Amendment and additional budget authority, SBBC will have a firm to analyze past claims data and estimate the probability of future claims.
If the School Board votes "No"	• By not approving this Second Amendment and additional budget authority, SBBC will not have a firm to analyze past claims data and estimate the probability of future claims.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The use of actuarial science will allow assessment of risk and ensure financial stability against District losses.

Background/History
AMI Risk Consultants, Inc., SBBC's actuary, utilizes mathematics, statistics, and financial theory to evaluate risk and uncertainty. Actuaries analyze data to estimate the likelihood of future events such as accidents, claims, and lawsuits, as well as calculate financial costs associated with liability/workers' compensation risk.

This financial analysis allows our District to establish liability and workers' compensation reserves. Actuaries use probability distributions to model the chances of future events like insured losses. Statistical techniques allow them to analyze past claims data and estimate the probability of future claims.

Actuarial calculations must comply with regulatory requirements, which vary by region. New risks, such as climate change and pandemics, pose a challenge due to a lack of historical data.

Risk Management will exercise this 1-year extension to continue the use of actuarial science to assess risk and ensure financial stability against District losses.

Historically, actuarial services play a crucial role in setting reserves and managing risk. The services noted above are used to set reserves to protect the District from financial loss.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 1, 2026, through June 30, 2027
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section (III, B) and Rule 6A-1.012(7), Florida Administrative Code, in the submittal of responses to Requests for Proposals, SBBC may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to SBBC of $8,000.
2. This Agreement will be funded through the SBBC's General Fund.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 – 6/30/2027	12 months	$8,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund – 1000	$8,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Second Amendment
Exhibit E: Renewal Letter/Evaluation
Exhibit F: Affidavits-2

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	**Preparation Date:**	March 2, 2026
Previous Bid # (Ex: 10-004R):	FY22-015	**Buyer/PA:**	BELINDA J. DEFOOR
New Bid Award Total:	$40,000	**Bid Title:**	Casualty Actuarial Services
Previous Award Total:	$32,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	6/1/2022	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	45

SPEND REPORTING	
Purchase Order(s) Spend:	$32,000
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$32,000**
Average Monthly Expenditure:	$711
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
102578-AMI RISK CONSULTANTS INC	MBE, SBE	Asian-Pacific American-Male	$ 32,000
	PO VENDOR SPEND:		**$ 32,000**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 32,000**

NOTES (Type Below): 1. Funding for this item is included within the FY26 Board-approved District budget.
2. The funds will come from the General Fund operating budget.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Non-Minority Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1350097110	**Name** (First & Last)	Aston Henry
Fund	1212	**Title**	Director
Functional Area	7790000000000000	**Department/School Name**	Risk Management
Commitment Item	53150000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	4/27/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Laurie Rich Levinson, Chair
Patricia Good, Vice Chair
Lori Alhadeff
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Dr. Vickie L. Cartwright
Superintendent of Schools

March 29, 2022

Aguedo M. Ingco, President
AMI Risk Consultants, Inc.
1336 Southwest 146th Court
Miami, Florida 33184

RE: RFP-FY22-015 - Casualty Actuarial Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and AMI Risk Consultants, Inc. This is the result of the School Boards' approval on March 15, 2022, for item OO-8. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Charles High, Purchasing Agent
Aston Henry, Director, Risk Management
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2022-03-15	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY22-015 - Casualty Actuarial Services**

REQUESTED ACTION: **Approve the recommendation to award the above-referenced Request for Proposal (RFP); Contract Term: June 1, 2022 through June 30, 2025; 3 Years; User Department: Risk Management; Award Amount: $24,000; Awarded Vendor(s): AMI Risk Consultants.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Safety, Security, & Risk Mitigation

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **YES**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics**? **YES**

If YES, identify the primary metric and include the corresponding figures in the table below.

If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.

Primary Goal & Metric:

Safe & Supportive Environment | ***Safety Preparedness***

Level	Baseline	2024 Target	Most Current
District Total	N/A	TBD	

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

This RFP provides an actuarial review and written report with an opinion with respect to the funding requirements for the District's Casualty Self-Insurance Program.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

RELATED ITEMS

OO-15 - 3/10/21

EE-18 - 3/03/20

EXHIBITS

Executive Summary

Financial Analysis Worksheet

Agreement

Recommendation Tabulation

Supplier Evaluation

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. N/A
2.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item? **NO**

If YES, How much additional funding is necessary to implement this item?

If NO, How much existing funding will be spent to implement this item? $24,000

SOURCE OF FUNDS: Risk Management's operating budget.

Spending Authority

Is additional spend authority required for this item? **YES**

If YES, How much additional spending authority is necessary to implement this item? $24,000

Staffing

Is additional staff required in relation to the implementation of this item? **NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Aston Henry Phone: 754-321-1901

Name: Mary C. Coker Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Jermaine Fleming, Acting, Chief Strategy & Operations Officer

Signature

Dr. Jermaine Fleming, Acting

Electronic Signature

Form \$4189 Revised 1/20

VLC/JSM

Approved in Open Board Meeting On: March 15, 2022

By: Laurie Rich Levinson

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AMI RISK CONSULTANTS, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1336 SW 146th Court, Miami, Florida 33184

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY22-015 – Casualty Actuarial Services (hereinafter referred to as "RFP"), dated November 16, 2021, and amended by Addendum No. 3, dated December 15, 2021, Addendum No. 2, dated December 15, 2021 and Addendum No. 1, dated December 10, 2021 all of which are incorporated by reference herein, for the purpose of receiving proposals for casualty actuarial services; and

WHEREAS, VENDOR offered a proposal dated December 14, 2021 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall commence on June 1, 2022 ("Effective Date"), and conclude on June 30, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of this Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one (1) year periods and, if needed, one hundred eighty (180) calendar days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement executed by both parties.

2.02 **Description of Services Provided**. VENDOR shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment A – Scope of Services**.

2.03 **Priority Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

First: This Agreement, then;
Second: Addendum No. 3, then;
Third: Addendum No. 2, then;
Fourth: Addendum No. 1 then;
Fifth: RFP FY22-015 – Casualty Actuarial Services, then;
Sixth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost of Services and Payment**.

(a) Cost. SBBC shall pay VENDOR for Services rendered under this Agreement at a single flat fee of Eight Thousand Dollars and 00/100 Cents ($8,000.00) per annual review to include all requested services as outlined in **Attachment A**. A single hourly rate structure for any incidental work required under this Agreement will be as follows:

Senior Consultant	$175.00/hour One Hundred Seventy-Five Dollars and 00/100 Cents per hour
Consultant	$175.00/hour One Hundred Seventy-Five Dollars and 00/100 Cents per hour
Technical Review	$175.00/hour One Hundred Seventy-Five Dollars and 00/100 Cents per hour
Lead Actuary	$175.00/hour One Hundred Seventy-Five Dollars and 00/100 Cents per hour
Support	$110.00/hour One Hundred Ten Dollars and 00/100 Cents per hour

Costs to SBBC shall not exceed the total amount as stated on the Purchase Order(s). VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at a single flat fee or an hourly rate less than its original Proposal price at any time during the term of this Agreement.

(b) Payment. SBBC shall pay VENDOR for the cost of Services satisfactorily rendered for each year. VENDOR shall submit an appropriate invoice each fiscal year (July 1st through June 30th of the following fiscal year) VENDOR shall submit to the Risk Management Department, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301, an appropriate invoice to be paid net thirty (30) calendar days after the issuance of the same invoice.

2.05 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director – Risk Management Department The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Aguedo M. Ingco, President AMI Risk Consultants, Inc. 1336 SW 146th Court Miami, Florida 33184
With a Copy to:	Mario R. Madarang/Administrative Officer AMI Risk Consultants, Inc. 1336 SW 146th Court Miami, Florida 33184

2.07 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.08 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards

established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability**. This section shall survive the termination of all performance or obligation under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance during the term of this Agreement with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compenation insurance and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to

remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 **Annual Appropriation.** SBBC's performance and obligations of SBBC under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Incorporation by Reference**. **Attachment A** attached hereto and referenced herein shall be are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment

compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension or existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and

without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Laurie Rich Levinson, Chair

ATTEST:

Date MAR 15 2022

_____
Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2022.02.18 17:40:09 -05'00'

Office of the General Counsel

Note: AMI Risk Consultants, Inc.

FOR VENDOR:

(Corporate Seal)

AMI RISK CONSULTANTS, INC.

ATTEST:

By _____

Michael Ingco , Secretary

Print Name: Aguedo M. Ingco

-or-

Title: President

_____

Witness

_____

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this February 15, 2022 (*date*) by Aguedo M. Ingco, President (*name of officer or agent, title of officer or agent*) of AMI Risk Consultants, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 15th day of February, 2022.

My Commission Expires:

_____

Signature – Notary Public

(SEAL)

Notary Public State of Florida
Mario Rubi Madarang
My Commission GG 248212
Expires 09/04/2022

Mario Rubi Madarang

Printed Name of Notary

GG 248212

Notary's Commission No.

ATTACHMENT A
SCOPE OF SERVICES

1. The Actuarial Review, VENDOR's Analysis and Report shall address separately each of the following coverage (programs) in SBBC's Self-Insured Program:
   (a) Workers Compensation/Employers Liability
   (b) General Liability
   (c) Auto Liability
   (d) Professional Liability

2. The Actuarial Review, Analysis and Report is to address on an individual occurrence basis each listed coverage separately:
   (a) Each fiscal year since inception of the Self-Insured Programs.
   (b) Aggregate, all years combined from the inception of the Self-Insured Programs to current fiscal year.
   (c) The fiscal year commencing **July 1, 2022**
   (d) The fiscal year commencing **July 1, 2023**
   (e) The fiscal year commencing **July 1, 2024**

3. For each of the fiscal years since inception of the Self-Insured Programs ending as of June 30, 2022, VENDOR shall provide its best estimate of the total ultimate incurred losses (including allocated loss adjustment expense, incurred but not reported claims and adverse development). (Waiver of Sovereign Immunity in Tort Actions; Limitation on Attorney Fees; Statute of Limitations; Exclusions; Indemnification; Risk Management Program).

4. Awardee shall estimate for each future policy year listed below the ultimate incurred loss (including allocated loss adjustment expense, incurred but not reported claims and adverse development) resulting from future anticipated occurrences from:
   (a) **July 1, 2022** to **June 30, 2023**
   (b) **July 1, 2023** to **June 30, 2024**
   (c) **July 1, 2024** to **June 30, 2025**

5. For the aggregate of all fiscal years starting at the inception of the self-insured programs and ending **June 30, 2022**, VENDOR shall provide an estimate and the rationale for the estimate, of the actual cash requirements which will be required for payment of losses (including allocated loss adjustment expense) during the **July 1, 2022** to **June 30, 2023** year. In addition, VENDOR shall provide similar data on the cash requirements for losses, which both occur and will be paid during the **July 1, 2022** to **June 30, 2023**.

6. VENDOR shall provide estimates and the rationale for funding to meet Governmental Accounting Standards Board Statement No. 10 (GASB 10) requirements.

7. VENDOR shall provide estimates for reserves on a discounted and an undiscounted basis.

8. VENDOR shall provide estimates for funding levels on future loss payments with respect to two different confidence intervals with SBBC determining the confidence levels prior to commencement of the Actuarial Services.

9. In order to offer a basis for comparison of future funding, VENDOR shall provide separate estimates based on alternatives of no excess Insurance (or statutory cap) and excess Insurance. These estimates are based on Section 768.28, Florida Statutes, and similar to the Insurance maintained by SBBC, and based on the premise that SBBC's Property and Casualty Insurance Consultant is not aware of any credible data based on the impact of Section 768.28, Florida Statutes.

10. SBBC maintains excess coverage for Workers' Compensation/Employers' Liability as described in the introduction Section of this RFP. In order to offer a basis on limits on worker's compensation for comparison of future funding, Awardee should provide separate estimates, for **July 1, 2022** to **June 30, 2023, July 1, 2023** to **June 30, 2024**, and **July 1, 2024** to **June 30, 2025** (if Agreement is renewed, **July 1, 2025** to **June 30, 2026** and **July 1, 2026** to **June 30, 2027**) based on alternate self-insured retention's of $1,000,000, $1,250,000 and $1,500,000.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Dr. Allen Zeman
Maura McCarthy Bulman
Rebecca Thompson
Lori Alhadeff
Dr. Jeff Holness
Brenda Fam, Esq
Nora Rupert

Dr. Howard Hepburn
Superintendent of Schools

April 22, 2025

AMI Risk Consultants, Inc.
1336 Southwest 146th Court
Miami, Florida 33184

RE: RFP-FY22-015 - Casualty Actuarial Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and AMI Risk Consultants, Inc. This is the result of the School Board's approval on April 15, 2025, for Item OO-17. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Belinda Defoor, Purchasing Agent III
Aston Henry, Director, Risk Management
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-04-15	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY22-015 - Casualty Actuarial Services
ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AMI Risk Consultants, Inc. for a term that commences on July 1, 2025, and concludes on June 30, 2026. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendment
- Renewal Letter

FINANCIAL IMPACT:

$8,000. The new total spending authority will be $32,000. The funding source will be the departmentâ€™s general fund and operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Romaneir D. Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: April 15, 2025

By: Debra Hixon

School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AMI RISK CONSULTANTS, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
1336 SW 146th Court, Miami, Florida 33184

WHEREAS, SBBC and AMI entered into an Agreement that commenced on June 1, 2022, and expires on June 30, 2025, regarding RFP FY22-015 Casualty Actuarial Services ("Agreement"); and

WHEREAS, section 2.01 of the Agreement permits two (2) additional one (1) year extension periods; and

WHEREAS, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2025, through June 30, 2026 through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2025 ("Effective Date") through June 30, 2026, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

(a) **The following provision - section 2.03 - replaces the respective provision in the Agreement, by interlineation, as follows:**

2.03 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

First:	this First Amendment to Agreement; then
Second:	the Agreement; then
Third:	Addendum No. 3, then
Fourth:	Addendum No. 2; then
Fifth:	Addendum No. 1; then
Sixth:	RFP FY22-015 – Casualty Actuarial Services; then
Seventh:	Proposal submitted in response to the RFP by VENDOR

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

ATTEST:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon

Debra Hixon, Chair

Date: 04-15-2025

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2025.03.18 08:27:03 -04'00'

Note: AMI Risk Consultants, Inc. - First Amendment - RFP FY22-015 Casualty Actuarial Services

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

Michael Ingco , Secretary

-or-

Witness

Witness

AMI RISK CONSULTANTS, INC.

By: _____
Signature

Printed Name: Aguedo M. Ingco

Title: President

Date: March 17, 2025

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this March 17, 2025 (*date*) by Aguedo M. Ingco (*name of officer or agent, title of officer or agent*) of AMI Risk Consultants, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☒did/☐did not first take an oath this 17th day of March, 2025.

My Commission Expires:

(SEAL)

Notary Public State of Florida
Mario Rubi Madarang
My Commission HH 303224
Expires 9/4/2026

Signature – Notary Public

Mario Rubi Madarang
Printed Name of Notary

HH 303224
Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO VENDOR AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AMI RISK CONSULTANTS, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
1336 SW 146th Ct., Miami, Florida 33184

RECITALS

A. **WHEREAS**, on March 15, 2022, SBBC and VENDOR entered into an Agreement that commenced on June 1, 2022, and expired on June 30, 2025, regarding RFP FY22-015 Casualty Actuarial Services ("Agreement").

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods, and if needed, one hundred eighty (180) calendar days beyond the expiration date of the final extension period.

C. **WHEREAS,** on April 15, 2025, SBBC and VENDOR entered into a First Amendment to Agreement wherein the parties exercised the first of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2025, through June 30, 2026, through the First Amendment to Agreement ("First Amendment").

D. **WHEREAS,** SBBC and VENDOR wish to exercise the second of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2026, through June 30, 2027, and desire to amend certain provisions of the Agreement through this Second Amendment to Agreement ("Second Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provision – section 2.03 - replaces the respective provision in the Agreement, by interlineation, as follows:

> 2.03 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement documents, the Agreement documents shall take precedence in the order listed below.
>
> (a) this Second Amendment to Agreement; then
> (b) the First Amendment to Agreement; then
> (c) the Agreement; then
> (d) Addendum No. 3; then
> (e) Addendum No. 2; then
> (f) Addendum No. 1; then
> (g) RFP FY22-015 – Casualty Actuarial Services; then
> (h) Proposal submitted in response to the RFP by VENDOR.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2026.05.14 17:17:07 -04'00'

Note: AMI Risk Consultants, Inc. - Second Amendment

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR

(Corporate Seal)

ATTEST:

Corporate Secretary Signature
Print Name: Michael Ingco
-or-

Witness Signature
Print Name:

Witness Signature
Print Name:

AMI RISK CONSULTANTS, INC.

By: Signature

Print Name: Aguedo M. Ingco

Title: President

Date: May 11, 2026

The Following Notarization is Required for Every Agreement Without Regard to Whether the VENDOR Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 11, 2026 (*date*) by Aguedo M. Ingco (*name of officer or agent, title of officer or agent*) of AMI Risk Consultants, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (type of identification) as identification and who did first take an oath this 11th day of May, 2026.

My Commission Expires:

(SEAL)

Notary Public State of Florida
Mario Rubi Madarang
My Commission HH 303224
Expires 9/4/2026

Notary Public Signature

Mario Rubi Madarang
Printed Name of Notary

HH 303224
Notary's Commission No.

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 17, 2026

AMI Risk Consultants, Inc.
Attn: Mario Madarang
1336 SW 146th Ct.
Miami, FL 33184

Email: mariom@amirisk.com

Subject:	Letter of **Renewal** of the Contract
RFP #:	RFP FY22-015
RFP Title:	Casualty Actuarial Services

Dear Mr. Madarang:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.3 - Term of Agreement of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 3/4/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Belinda Defoor

Belinda Defoor
Purchasing Agent III

VENDOR RESPONSE

03/18/2026
Signature/Date - Authorized Representative

Aguedo M. Ingco, President
Printed Name - Authorized Representative

Cc: Aston Henry, Director, Risk Management

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-038	**Bid Title:** Radio Maintenance and Repair (Warranty Program)
Purchase Order #:	**Product/Service Provided:** Radio Maintenance/Repair
Supplier (Company) Name: EconoComm, Inc. dba Mobile Communications	
Contact Name: Janet Hercules	**Contact Phone #:** (954-)581 - 4960

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☐ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Vndor has been very responsive to repair needs

EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature: Aston A. Henry, Jr.		**Date:** 4/16/2026

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: AMI Risk Consultants, Inc.

Entity's Address: 1336 SW 146th Ct., Miami, FL, 33184

Entity's Email Address: bobingco@amirisk.com

Entity's Phone Number: (305) 273-1589

Entity's FEIN: 65-0339007

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Aguedo M. Ingco

Title of Entity's Officer or Representative: President

Date: May 22, 2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: AMI Risk Consultants, Inc.

Entity's Address: 1336 SW 146th Ct., Miami, FL, 33184

Entity's Email Address: bobingco@amirisk.com

Entity's Phone Number: (305) 273-1589

Entity's FEIN: 65-0339007

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Aguedo M. Ingco

Title of Entity's Officer or Representative: President

Date: May 22, 2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-180 - Virtual Instruction Program, K12 Florida L.L.C.

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and K12 Florida L.L.C., with a term that commences July 1, 2026, and concludes on June 30, 2027, with additional budget authority in the amount of $450,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive SummarY
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$450,000. The Agreement will be funded through earned FTE via the Florida Education Finance Plan.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR25-180 - Virtual Instruction Program, K12 Florida L.L.C.

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and K12 Florida L.L.C., with a term that commences July 1, 2026, and concludes on June 30, 2027, with additional budget authority in the amount of $450,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes, Florida Statute 1002.45.
If the School Board votes "Yes"	• SBBC maintains compliance with Florida Statute 1002.45 and is able to offer students in grades K-5 a virtual instruction program.
If the School Board votes "No"	• SBBC is not in compliance with Florida Statute 1002.45, and SBBC K-5 students will no longer have access to a virtual instruction program.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• SBBC will provide a Florida Department of Education-approved virtual instruction program to Broward County students to maintain compliance with F.S. 1002.45.

Background/History
K12 Florida L.L.C. is used by Broward Virtual School to provide a full-time virtual instruction program for grades K-5. This virtual instruction program option offers curriculum, instructional services, parent training, and technical support to the District. The proposed First Amendment Agreement keeps the District in compliance with Florida Statute 1002.45, which requires public School Districts to offer virtual instruction programs to public school students. The District has partnered with K12 Florida, L.L.C., an approved Florida Department of Education virtual instruction provider, since 2009.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: July 1, 2025, through June 30, 2026; First Amendment Term: July 1, 2026, through June 30, 2027.
Multi-Year Agreement:	Yes, this is a one-year agreement with two one-year renewal periods totaling $900,000. This multi-year contract provides the District with pricing continuity and protection against market fluctuations.
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant Purchasing Policy 3800, Section III, D, and Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Approval of this item will result in a financial impact to the District of $450,000.
2. The Agreement will be funded through earned FTE via the Florida Education Finance Plan.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/1/2026 – 6/30/2027	12 months	$450,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund	$450,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Enables operation of Broward Virtual School's K-5 Program.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	The vendor has met contract expectations since 2009.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	March 31, 2026
Previous Bid # (Ex: 10-004R):	AGR25-180	**Buyer/PA:**	Toni Coaxum
New Bid Award Total:	$900,000	**Bid Title:**	Virtual Instruction Program, K12 Florida LLC
Previous Award Total:	$450,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2025	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	8

SPEND REPORTING	
Purchase Order(s) Spend:	$333,120
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$333,120**
Average Monthly Expenditure:	$41,640
Unused Authorized Spending:	**$116,880**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
115425-K12 FLORIDA LLC		|	$ 333,120
	PO VENDOR SPEND:		**$ 333,120**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 333,120**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	3659139230	**Name** (First & Last)	Christopher McGuire
Fund	1000	**Title**	Principal
Functional Area	5652000000000000	**Department/School Name**	Broward Virtual School
Commitment Item	53690000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**4/30/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

June 26, 2025

Sales Contract Administrator
11720 Plaza America Drive, 9th Floor
Reston, VA 20190

RE: AGR25-180 - Virtual Instruction Program, K12 Florida, L.L.C)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and K12 Florida L.L.C. This is the result of the School Board's approval on June 17, 2025, for Item OO-3. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu, Executive Director

Opeations

JDA: bm
Attachment(s)

cc: Susanne Dale, Purchasing Agent II
Christopher McGuire, Principal, Broward Virtual Education
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-06-17	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-180 - Virtual Instruction Program, K12 Florida L.L.C.

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and K12 Florida L.L.C. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$450,000. Funds will come from the budget allocated to Broward Virtual School, Elementary Programs allocated.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 17, 2026

By: Debra Hixon

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

K12 Florida L.L.C.
(hereinafter referred to as "Vendor"),
a Delaware limited liability company,
whose principal place of business is
11720 Plaza America Drive, 9th Floor
Reston, VA 20190

WHEREAS, pursuant to Sections 1002.45(1)(b) and (2)(a), Florida Statutes, SBBC may contract with a Virtual Instruction Program (VIP) Provider approved by the State Board of Education, to provide students residing within the Broward County School District the option of participating in virtual instruction programs; and

WHEREAS, the State Board of Education renewed Vendor's approval as a VIP Provider for the 2025-2026 School Year; and

WHEREAS, Vendor is a VIP Provider offering online curriculum, instructional services, course materials, and technical support (collectively "Products and Services"); and

WHEREAS, SBBC desires and Vendor wishes to provide SBBC with the Products and Services for Grades K-12 VIP; and

WHEREAS, pursuant to SBBC Policy 3800, Section III, D, as authorized by Florida Administrative Code Rule 6A-1.012(11)(b), the requirement for requesting competitive solicitations for commodities or contractual services from three (3) or more sources is waived for the purchase of educational services and any type of copyrighted materials;

WHEREAS, pursuant to SBBC Policy 3800, Section III, E, as authorized by Florida Administrative Code Rule 6A-1.012(14), a district school board, when acquiring information technology, as defined in Section 282.004(20), Florida Statutes, may make any acquisition by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board; and

WHEREAS, pursuant to Section 282.004(20), Florida Statutes, "information technology" includes programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on July 1, 2025 ("Effective Date") and concludes on June 30, 2026 ("Initial Term"), unless terminated earlier pursuant to Section 3.05 of this Agreement. (See "State Board of Education Approval" for the 2025-2026 School Year attached hereto and incorporated into this Agreement by reference as **Exhibit 5**). There shall be no automatic renewals or extensions of this Agreement. Provided that Vendor remains an approved VIP Provider by the State Board of Education, this Agreement may be extended for two (2) additional twelve (12) month terms upon approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties.

2.02 **Scope of Services**. For the Term of this Agreement, Vendor shall provide SBBC with the Products and Services in compliance with this Agreement, the "Online Educational Products and Services Order" and the "Florida Attachment to the Online Educational Products and Services Order" (collectively "**Exhibit 1**"), the "Products and Services Agreement and Terms" ("**Exhibit 2**"), SBBC's Addendum to Vendor's "Products and Service Agreement ("**Exhibit 3**"), and the "K12 Florida L.L.C. Disclosure Requirements" ("**Exhibit 4**"), all of which are attached hereto and incorporated into this Agreement by reference, as follows:

(a) **Description of Educational Products**.

(1) K12 Content License. Annual courses are up to forty (40) weeks in length and Semester courses are up to twenty (20) weeks in length. Each course shall include the content described in the course catalog for the applicable school year. Vendor may from time to time, in its sole discretion, deliver or otherwise make available to SBBC certain updated courseware. SBBC acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials which SBBC may be responsible for procuring. A complete list of required materials for the applicable school year may be accessed at https: //fueleducation.my.site.com/servicestation/s/article/Materials-for-PowerSchool-Materials-Lists-and-Ordering.
Vendor's K12 Content License for SBBC includes:

a. FL K12 Grade K-5 Annual Course Content License: License for a Grade K-5 individual student enrollment in an annual course per school year, which includes content and hosting. Materials to be ordered separately by SBBC on an as-needed basis.

b. FL K12 Grade 6-12 Semester Course Content License: License for a Grade 6-12 individual student enrollment in a semester course, which includes content and hosting. Materials to be ordered separately by SBBC on an as-needed basis.

(2) FL VIP Comprehensive and Single Courses. FL VIP courses include three (3) components: (1) Course content with hosting service, (2) Instructional text or e-books and supplies for K-5 courses, and (3) a suite of learning tools tailored to SBBC's needs. Vendor's FL VIP Comprehensive and Single Courses for SBBC include:

a. FL VIP Comprehensive K-12: VIP Comprehensive K-12 Program with Vendor's teachers for up to six (6) courses per student per semester, which includes content hosting, instruction, materials, and advisor support for Grades 6-12.

b. FL VIP 6-12 Semester Course: VIP single semester course with Vendor's teacher, which includes content, hosting, instruction, and materials.

c. FL VIP K-5 Annual Course: VIP single annual course with Vendor's teacher, which includes content, hosting, instruction, and materials.

(3) Vendor Materials. This includes instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for SBBC students and Vendor's teachers. Vendor will reclaim durable Materials by informing SBBC which Materials need to be returned and providing pre-paid return shipping labels. Vendor Materials are intended solely for the use of the teachers and the students enrolled in Vendor's courses to whom Vendor provides the Materials. SBBC shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, SBBC will be invoiced for the component or Materials (plus shipping, if applicable). SBBC will provide Vendor with reasonable assistance in obtaining durable Materials from students and their parents. A complete list of required materials for the applicable school year may be accessed at https: //fueleducation.my.site.com/servicestation/s/article/Materials -for-PowerSchool-Materials-Lists-and-Ordering. Vendor's Materials for SBBC include:

a. Physical Course Materials: Leased Vendor student physical materials for individual students who are enrolled in one (1) course.

(b) **Description of Services**.

(1) Instructional Services. Vendor shall provide SBBC with licensed teachers for instruction to enrolled SBBC students for selected courses pursuant to this Agreement and **Exhibits 1, 2, 3**, and **4**.

(2) Hosting Solution. Vendor shall provide SBBC with the set-up configuration, and hosting of the applicable courseware necessary for the delivery of courses for the provision of the Products and Services pursuant to this Agreement and **Exhibit 1, 2, 3**, and **4**.

(3) Enrollment Services. Vendor shall provide SBBC with the following enrollment services pursuant to this Agreement and **Exhibits 1, 2, 3**, and **4**:

a. FL VIP Enrollment Services with School Placement: Access to K12's proprietary enrollment Parent Portal system via an URL unique to the school, dedicated landing page with lead form to capture school-specific leads, and dedicated toll-free number to the K12 enrollment center for school-specific

inbound inquiries. Enrollment operations include monitoring and reporting, and consultation and enrollment guidance from K12 enrollment center agents for interested families. Placement of school on K12 School Finder application.

2.03 **Cost of Services and Payment**.

(a) Cost. The cost to SBBC for Vendor's Products and Services for the term of this Agreement, and any extensions or renewals thereof, pursuant to **Exhibit 1** shall not increase and are as follows:

Product/Service	Quantity	Unit Price	Total Price
FLVIP Comprehensive K-12	As Ordered	$4,450.00	As Ordered
FL VIP 6-12 Semester Course	As Ordered	$400.00	As Ordered
FL VIP K-5 Annual Course	As Ordered	$800.00	As Ordered
FL K12 Grade K-5 Annual Course Content License	As Ordered	$250.00	As Ordered
FL K12 Grade 6-12 Semester Course Content License	As Ordered	$180.00	As Ordered
K12 K-12 Physical Course Materials	As Ordered	$100.00	As Ordered
FL VIP Enrollment Services with School Placement	1	$0.00	$0.00

(b) Payment.

1) Subsequent to the Effective Date of this Agreement, SBBC shall issue an appropriate purchase order to Vendor for the Products and Services necessary for the applicable school year.

2) Vendor shall submit proper and appropriate invoices for the specified Products and Services to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

3. SBBC shall make full payment for the undisputed amount of Vendor's proper and appropriate invoice for the specified Products and Services, within thirty (30) calendar days after receipt of Vendor's invoice.

4. SBBC may dispute a charge invoiced by Vendor or its Affiliates by submitting a good faith claim regarding the disputed amount within ninety (90) days after receipt of such invoice. Vendor will provide written notice of any price increase to SBBC at least ninety (90) calendar days prior to the start of the Renewal Period (if any) for which it would be applicable. SBBC may terminate the Agreement within thirty (30) days of such notice. Nothing herein is intended to serve as a waiver or limitation of SBBC's rights to terminate under Section 3.05 of this Agreement.

c) Ancillary Block. Ancillary Block means a block to SBBC's access of any and all products and services not included in the Services specified in Exhibit A , or any other authorized uses permitted by this Agreement. Vendor shall place an Ancillary Block on any and all products, or other unauthorized uses not included in the product listed in Exhibit A, or otherwise not authorized under this Agreement, to prevent SBBC from incurring additional charges. Vendor shall not invoice SBBC and SBBC is not responsible for any charges on products for which Vendor has placed or should have placed an Ancillary Block; this includes Excluded Charges, or any charges associated with exceeding the authorized use permitted by this Agreement.

2.04 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide Vendor with the education records listed in this section for the following purpose(s):

1) Students will utilize Vendor's student information management system and learning management system to complete coursework in accordance with Florida Statute Section 1002.45, Virtual Instruction Programs; and
2) Vendor's teachers will use such systems to record and report student grades and communication; and
3) Vendor will monitor student progress, communication, teacher practices, and student coursework.

(b) SBBC will provide Vendor with the following specified education records, via secure email:

1) Student First and Last Name
2) Parent First and Last Name
3) Student Grade Level
4) Student Date of Birth (DOB)
5) Parent Telephone Number
6) Parent E-mail Address
7) Parent Residential Address
8) Student Course Subject Titles
9) Student Grades
10) Teacher Feedback Notes
11) Student records pertaining to state assessments
12) Student special program participation records: English Language Learner (ELL) Plans, Individual Education Plans (IEP), 504 Plans, Gifted Education Plans (EP), when applicable

(c) In addition to the education records being disclosed by SBBC staff in this section, parents/guardians will input the information into Vendor's online platforms:

1) Student first and last name and grade level
2) Parent/guardian first and last name, email address, home address, telephone number
3) Student special program participation records (ELL (yes or no), IEP (yes or no), 504 Plans, EP (yes or no), when applicable

(d) Vendor shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into Vendor online platform, or when Vendor engages in passive

tracking of children's personal information, SBBC must obtain written verifiable consent from each student's parent/guardian as required by COPPA.

(e) FERPA Exception to Consent: Vendor is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student aged 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(f) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Vendor's privacy policies if any.

2.05 **Vendor Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. Vendor shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22

and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Vendor Re-Disclosure of SBBC Education Records.**
Vendor will re-disclose the education records listed in this agreement to the following third party recipients for the purposes listed:

Third Party	What data is shared/visible:	Reason:
Salesforce	Student and parent names, grade, DOB, telephone number, email, home address, IEP (yes or no), ELL status (yes or no), 504 Plan (yes or no),	For enrollment to the K12 systems
PowerSchool	Student and parent names, grade level, DOB, phone, email, address, courses, grades, teacher notes	Student Information System; Integrates student data from Salesforce to Canvas
Canvas (K12 OLS)	Student and parent names, grade level, DOB, phone, email, address, courses, grades, teacher notes	Student Learning Management System
iReady	Student name, grade level	Used as a supplement to prepare students for State testing
iXL	Student name, grade level	Used to help support remediation in Reading and Math

2.07 **Third-Party Safeguarding the Confidentiality of Education Records**. For any and all education records that Vendor rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Vendor shall ensure that those Third Parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Vendor shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.08 **No Disclosure of SBBC Employee Records**. SBBC shall not disclose any employee records to Vendor pursuant to this Agreement. However, should Vendor come into contact with Employee Records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.09 **Vendor Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **Auditing of Data Protection Controls.**

(a) Vendor or any of Vendor's subcontractors with access to SBBC data shall provide an attestation stating Vendor and/or Vendor's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used comply with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by Vendor or by any of Vendor's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) Protect SBBC against unauthorized access, unauthorized disclosure, and damage; and

2) Reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data; and
3) Ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet Vendor's objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) Monitor compliance with established security controls.

(c) Additionally, Vendor and/or Vendor's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. Vendor shall provide SBBC an attestation of continued compliance by Vendor and/or Vendor's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.11 **Inspection of Vendor's Records by SBBC**. Vendor shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of Vendor's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to Vendor's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement. SBBC's agent or its authorized representative shall provide Vendor with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the Vendor facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Principal, Broward Virtual School 1400 NW 44th Avenue Coconut Creek, FL 33066
To Vendor:	Sales Contract Administrator 11720 Plaza America Drive, 9th Floor Reston, VA 20190
With a Copy to:	Office of General Counsel

2.13 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.14 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, Vendor, when executing, renewing, or extending an agreement with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of Vendor under penalty of perjury stating that Vendor does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject Vendor to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if Vendor is found to have submitted a false affidavit.

2.15 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Vendor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Vendor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Vendor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Vendor further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Vendor (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if Vendor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.16 **Background Screening**. Vendor shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Vendor's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Vendor or its personnel providing any services under this Agreement. Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to Vendor and its personnel. The parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit Vendor to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.17 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Vendor shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Vendor shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Vendor does not transfer the public records to SBBC. Upon completion of the Agreement, Vendor shall transfer, at no cost, to SBBC all public records in possession of Vendor or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Vendor transfers all public records to SBBC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.18 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.19 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By Vendor. Vendor agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Vendor, its agents, servants, or employees; the equipment of Vendor, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Vendor or the negligence of Vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Vendor, SBBC, or otherwise.

2.20 **Insurance Requirements**. Vendor shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Vendor shall have and maintain General Liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence for Bodily Injury/Property Damage; $1,000,000.00 General Aggregate; and Limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

(b) Professional Liability & Omissions. Vendor shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, Vendor shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Vendor shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If Vendor does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by Vendor must be furnished to SBBC stating the following: "Vendor does not own any vehicles. If Vendor acquires any vehicles during the term of the Agreement, Vendor agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Vendor to remedy any deficiencies. Vendor must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. Vendor is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.21 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.22 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.23 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.24 **Incorporation by Reference**. **Exhibits 1, 2, 3, 4,** and **5**, attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon

Debra Hixon, Chair

Date: 6/17/2025

ATTEST:

Dr. Howard D. Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.05.02 11:57:18 -04'00'

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

Signature

Malcolm Richards

Print Name of ~~Official Company Registered Secretary~~

Witness #2

-or-

Witness

Margaret Helmick

Witness

K12 Florida L.L.C.

By:

Signature

Patrick Neeman

Print Name

SVP, Finance

Title

Date: 4/23/2025

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Virginia

COUNTY OF Fauquier

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4/23/25 (*date*) by Elizabeth Hoylman (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced drivers license (*type of identification*) as identification and who ☐did/☐did not first take an oath this 23 day of April, ~~2022.~~ 2025

My Commission Expires: 10/31/28

Elizabeth Hoylman

Signature – Notary Public

Elizabeth Hoylman

Print Name of Notary

8115029

Notary's Commission No.

(SEAL)

Elizabeth Smith Hoylman
Commonwealth of Virginia
Notary Public
Commission No. 8115029
My Commission Expires October 31, 2028

K12 Learning Academy

This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2025 (the "Order Effective Date"), is between Broward County Schools("Customer"), 600 SE Third Ave Ft. Lauderdale, FL 33301 and K12 Florida LLC ("K12"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____

Name (Print): _____ Title: _____

Accepted By K12:

Signature: _____ Date: 4/23/2025

Name (Print): Patrick Neuman Title: SVP Finance

1. Period: 7/1/2025 through 6/30/2028 and is not eligible for a renewal period.
2. Territory: Students served by Broward County Schools, FL
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
As Ordered	FL VIP Comprehensive K-12	VIP Comprehensive K-12 Program with K12 teachers for up to 6 courses per student per semester. Includes content, hosting, instruction, materials, and advisor support for grades 6-12.	$4,450.00	As Ordered
As Ordered	FL VIP 6-12 Semester Course	VIP single semester course with K12 teacher. Includes content, hosting, instruction and materials.	$400.00	As Ordered
As Ordered	FL VIP K-5 Annual Course	VIP single annual course with K12 teacher. Includes content, hosting, instruction and materials.	$800.00	As Ordered
As Ordered	FL K12 Grade K-5 Annual Course Content License	License for a grade K-5 individual student enrollment in an annual course per school year. Includes content and hosting. Materials ordered separately.	$250.00	As Ordered
As Ordered	FL K12 Grade 6-12 Semester Course Content License	License for a grade 6-12 individual student enrollment in a semester course. Includes content and hosting. Materials ordered separately. One (1) credit courses are invoiced for each semester.	$180.00	As Ordered
As Ordered	K12 K-12 Physical Course Materials	Leased K12 student physical materials for one student enrolled in one course	$100.00	As Ordered
1	FL VIP Enrollment Services with School Placement	Access to K12's proprietary enrollment Parent Portal system via a URL unique to the school, dedicated landing page with lead form to capture school-specific leads and dedicated toll-free number to the K12 enrollment center for school-specific inbound inquiries. Enrollment operations include monitoring and reporting, and consultation and enrollment guidance from K12 enrollment center agents for interested families. Placement of school on K12 School Finder application.	$0.00	$0.00

K12 reserves the right to replace or substitute any product offerings set forth in this Order for another similar product or service, subject to availability.

4. Description of Educational Products.

K12 Content License:

Each course includes content as described in the course catalog. K12 may from time to time, in its sole discretion, deliver or otherwise make available to the Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at-
https://fueleducation.my.site.com/servicestation/s/article/Materials-for-PowerSchool-Materials-Lists-and-Ordering
Semester courses are up to twenty (20) weeks in length, and annual courses are up to forty (40) weeks.

FL VIP Comprehensive and Single Courses:
The FL VIP courses include three components: (1) Course content with hosting service, (2) Materials (for K-5 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books and supplies (collectively, Materials) for K-5 students. Materials for Customers teachers and High School students are ordered separately. A complete list of required materials may be accessed at -
https://fueleducation.my.site.com/servicestation/s/article/Materials-for-PowerSchool-Materials-Lists-and-Ordering
K12 will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. K12 Materials are intended solely for the use of the teachers and the students enrolled in K12 courses to whom K12 provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide K12 with reasonable assistance in obtaining durable Materials from students and their parents.

K12 Materials:
Instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for students and/or instructors. A complete list of required materials may be accessed at -
https://fueleducation.my.site.com/servicestation/s/article/Materials-for-PowerSchool-Materials-Lists-and-Ordering
K12 will reclaim durable Materials by informing the Customer and/or its students which Materials need to be returned and provide pre-paid return shipping labels. K12 Materials are intended solely for the use of the teachers and the students enrolled in K12 courses to whom K12 provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customers will provide K12 with reasonable assistance in obtaining durable Materials from students and their parents.

5. Description of Services.

Instructional Services:
Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution:
The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

Enrollment Services:
Customer will be provided the enrollment services as described in Section 3. Customer grants K12 and its affiliates a limited license for the Period to use its logo and provided intellectual property solely for the performance of this Order. For the avoidance of doubt, information that K12 obtains with respect to leads generated including contact information shall be owned by K12 and its affiliates.

6. Billing Terms.
Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced quarterly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 28 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FL VIP Products:
K12 will invoice Customer for courses and educational tools and services quarterly in the months of September, December, March and June with Invoices payable in accordance with the Terms. Materials will be invoiced upon shipment.

Materials Refund Policy:
Materials costs are refunded 50% if the student is withdrawn within fourteen (14) days of order placement. There is no refund or credit on materials for withdrawals occurring after fourteen (14) days. No other refunds, credits or cancellations are allowed.

EXHIBIT A

EXHIBIT A

FLORIDA ATTACHMENT TO THE
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.

Section 1: Florida VIP Program Requirements

The following Florida Virtual Instruction Program requirements noted in §1002.45 of the Florida Statutes shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

a) Contract Requirements

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

Requirement	Text	K12 Response	Statute Reference
Curriculum Plan	"Set forth a detailed curriculum plan that illustrates how students will be provided services and be measured for attainment of proficiency in the State Academic Standards for each grade level and subject. The plan must also include the following: • Provide the current incoming baseline standard of student academic achievement, the outcomes to be achieved, the method of measurement that will be used, and a detailed description of: 1. How the baseline student academic achievement levels and prior rates of academic progress will be established. 2. How these baseline rates will be compared to rates of academic progress achieved by the same students while enrolled in the virtual instruction program. 3. To the extent possible, how the rates of progress will be evaluated and compared with the rates of progress of other closely comparable student populations. • Require the approved virtual instruction program provider to annually submit an accountability report that contains demographic information and student achievement performance data, that	K12 has provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**. K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program. K12 agrees to provide Customer a consolidated annual accountability report.	§ 1002.45 (4)(a) F. S.

EXHIBIT A

	links baseline student data to the provider performance projections identified in the Contract."		
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	K12 provides a percentage grade to the Customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	**DISPUTE RESOLUTION:** The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.	§ 1002.45 (4)(c) F. S.
Termination	"Specify authorized reasons for termination of the contract."	**NOTICE OF NON-RENEWAL:** The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides K12 with written notice of non-renewal as set forth under the section of these K12 Online Educational Products and Services Agreement Terms labeled Price And Payment. **TERMINATION FOR CAUSE:** Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.	§ 1002.45 (4)(d) F. S.

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		TERMINATION DUE TO ANNUAL FEE INCREASE: K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).	
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

b) Provider Requirements

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Anti-Discrimination	"Complies with the antidiscrimination provisions of § 1000.05"	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: https://www.k12.com/wp-content/uploads/2024/09/K12-Florida-L.L.C.-Anti-Discrimination-Policy.pdf	§ 1002.45 (2)(a)(2) F. S.
Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Florida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal history records"	Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256 Administrative Staff – All K12 administrative staff located at its Florida office are Florida residents. Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements. Additional information can be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(3) F. S.
Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies	Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-parent and teacher-student contact information for each course: a. How to contact the instructor via phone, e-mail, or online messaging tools. b. How to contact technical support via phone, e-mail, or online messaging tools. c. How to contact the administration office via phone, e-mail, or online messaging tools. d. Any requirement for regular contact with the instructor for the course and clear expectations for	K12 has detailed its Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies here: https://www.k12.com/wp-content/uploads/2024/09/K12-Florida-L.L.C.-Teacher-and-Parent-Responsibilities-and-Teacher-Student-and-Teacher-Parent-Interactions-Policy.pdf	§ 1002.45 (2)(a)(4)(a) – (e) F. S.

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	meeting the requirement.		
Prior Experience	"Possesses prior, successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program"	As one of the original companies to provide online K-12 education, K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(5) F. S.
Accreditation	"Is accredited by a regional accrediting association as defined by State Board of Education rule"	Cognia is a global nonprofit working in over 80 countries that offers accreditation and certification, assessment, professional learning, and improvement services within a framework of continuous improvement. Cognia renewed the Stride accreditation to 2026, please see the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including: a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board. b. Instructional content and services that align with, and measure student attainment of, student proficiency in the State Academic Standards. c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"	K12 represents and warrants that it complies with these requirements. Additional details may be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(7) F. S.
Publication Requirements	"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a	K12 makes all information requiring disclosure available for public review. This information can be found in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§ 1002.45 (2)(a)(8) F. S.

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	provider and in all contracts negotiated pursuant to this section: a. Information and data about the curriculum of each full-time and part-time program. b. School policies and procedures. c. Certification status and physical location of all administrative and instructional personnel. d. Hours and times of availability of instructional personnel. e. Student-teacher ratios. f. Student completion and promotion rates. g. Student, educator, and school performance accountability outcomes"		
Independent Audit	"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."	K12's parent company Stride, Inc., is publicly held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an independent audit is performed annually. The results of Stride, Inc.'s most recent audit, as well as all other required financial disclosures, can be found here: investors.k12.com	§1002.45 (2)(a)(10) F. S.
Monthly Financial Statements	"Require the approved virtual instruction program provider to submit a concise, uniform, monthly financial statement summary sheet in a form prescribed by the department."	K12 agrees to provide Customer with a consolidated monthly financial statement.	§1002.45 (10) F. S.

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c) **Virtual Instruction Program Requirements**

Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Course Alignment	"Align virtual course curriculum and course content to the State Standards under s.1003.41."	The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida State Standards. Additional details on K12 courses and curriculum can be found in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§1002.45 (3)(b) F. S.
Instructional Materials	"Provide each student enrolled in the program with all the necessary instructional materials."	Each student will be provided with required course materials as further detailed in the Order above.	§1002.45 (3)(c) F. S.
Materials for Students Qualifying for National School Lunch Act	"Provide each full-time student enrolled in the program who qualifies for	The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the	§1002.45 (3)(d) F. S.

	free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and 2. Access to or reimbursement for all Internet services necessary for online delivery of instruction."	National School Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the School Board.	§1002.45 (3)(e) F. S.

d) **Student Participation Requirements**

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: https://www.k12.com/wp-content/uploads/2024/09/K12-Florida-L.L.C.-Attendance-Participation-and-Performance-Policy.pdf	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: https://www.k12.com/wp-content/uploads/2024/09/K12-Florida-L.L.C.-State-Testing-Policies-and-Procedures.pdf	§1002.45 (6)(b) F. S.

Section 2: Florida VIP Full-Time Virtual and Homeschool Payment Terms

a) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Order. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

b) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL WITHDRAWAL AND REFUND:** When a student withdraws from a K12 course, or do not otherwise complete a course (as determined by then-current Florida law), Customer shall be entitled to a pro rata refund or credit for the specific course from which student withdrew or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost.

c) Note that Florida VIP Full-Time virtual students are not defined by number of courses, but rather as those students reported with both the K12 Florida provider code and the 7001 vendor code. Florida VIP Homeschool students are not defined by number of courses, but rather as those students reported with the K12 Florida provider code, the 7001 vendor code, and the N998 homeschool code

Section 3: Florida Public Records

K12 agrees that it will:

(a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Section 4: Program Monitoring

The parties acknowledge that Customer shall regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Order. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in F.S. 1002.3105(5), 1003.4281, or 1003.4282 (if applicable); 3) that K12 maintain the confidentiality of all education records and the information contain within; 4) that K12 shall not disclose, unless allowed by applicable law or this Order, any education records without the prior written consent of the parent or Customer; and 5) that K12, to the extent require by this Order and Florida law, supplied every student participant with all instructional materials.

Section 5: E-Verify

(a.) Pursuant to Fla. Stat. §448.095, K12 agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees during the term of this Agreement.

(b) Pursuant to Fla. Stat. §448.095, if K12 enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this Agreement, K12 must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. K12 understands that it must maintain a copy of such affidavit for the duration of the Agreement.

(c) If School Board has a good faith belief that K12 has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with K12. K12 is liable for any additional costs incurred by the School Board as a result of a termination of this Agreement pursuant to §448.095(2)(f).

(d) If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but K12 has otherwise complied with this subsection, School Board shall promptly notify K12 and order K12 to immediately terminate the contract with the subcontractor(s).

EXHIBIT A

EXHIBIT B

Products and Services Agreement and Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement may extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), if the parties so agree in writing.

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 Florida LLC or its Affiliates online courses, curriculum, learning management system, and applicable instructional tools and online services, for the Period and Renewal Period (if any). For Customers receiving multiple products and services by either K12 Florida LLC and/or its Affiliates, Customer agrees and understands that K12 Florida LLC and its Affiliates may share student "education records" as that term is defined by FERPA in order to effectively deliver such products and services to Customer.

INSTRUCTIONAL SUPPORT: Customer understands that K12 Florida LLC courses may be taught by a teacher who is state-certified but not by the State in which the Customer is located. The Customer hereby represents to K12 Florida LLC that State law authorizes such out-of-state licensed teachers for these online courses or that the Customer has received a waiver from the State to allow instruction by these K12 Florida LLC teachers. The Customer represents that K12 Florida LLC may rely on these statements.

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by K12 Florida LLC or its Affiliates, and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. Notwithstanding anything contained in this Agreement, if full payment is not timely received, K12 Florida LLC, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one-quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by K12 Florida LLC or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 Florida LLC and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 Florida LLC reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 Florida LLC will provide written notice of any price increase to Customer at least ninety (90) days prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 Florida LLC with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12 Florida LLC.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision, or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 Florida LLC as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide K12 Florida LLC with all information reasonably required by K12 Florida LLC to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that K12 Florida LLC is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 Florida LLC agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 Florida LLC has a legitimate educational interest for purposes of Customer disclosing to K12 Florida LLC students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 Florida LLC or its affiliates may provide Customer with confidential information (as designated by K12 Florida LLC) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

ENGLISH LANGUAGE LEARNERS, SPECIAL EDUCATION, AND DISABILITIES: If Customer is a public entity receiving federal Title III and/or Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of English Language Learner education and special education. Although K12 Florida LLC or its Affiliates may provide products and services that may be used in furtherance of professional development programs and/or language instruction education programs for English Language Learners, Customer is responsible for the provision and/or implementation of any services of any nature as required by Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the English Language Acquisition, Language Enhancement, and Academic Achievement Act or any similar law, whether federal, state or local. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 Florida LLC will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 Florida LLC may do so without incurring direct or indirect costs.

PUBLICITY: During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 Florida LLC and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 Florida LLC will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS: This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 Florida LLC or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12 Florida LLC or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 Florida LLC or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 Florida LLC or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 Florida LLC or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 Florida LLC or its Affiliates in accordance with its then-current practices, may request that Customer deliver to K12 Florida LLC or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY: K12 Florida LLC warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 Florida LLC MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 Florida LLC MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 Florida LLC WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 Florida LLC OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 Florida LLC DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 Florida LLC (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12 Florida LLC, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12 Florida LLC's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 Florida LLC or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12 Florida LLC's interests will be irreparably injured, the full extent of K12 Florida LLC's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 Florida LLC will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: K12 Florida LLC agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 Florida LLC related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 Florida LLC within thirty (30) days of its receipt of the Claim and b) Customer permits K12 Florida LLC to assume the control and defense of the Claim with counsel selected by K12 Florida LLC. IN NO EVENT SHALL K12 Florida LLC'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS, AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 Florida LLC HEREUNDER. IN NO EVENT SHALL K12 Florida LLC BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 Florida LLC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless K12 Florida LLC and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of K12 Florida LLC and subject to the conditions precedent that a) K12 Florida LLC provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) K12 Florida LLC permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under, or in connection with this Agreement, including without limitation the validity, interpretation, performance, and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of K12 Florida LLC and the Superintendent of the Customer or their respective

designees. The laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability, or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia for purposes of any action, suit, or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit, or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

ENTIRE AGREEMENT AND ADDITIONAL TERMS: This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein. By accepting this Agreement, Customer hereby agrees that any additional or different terms contained in Customer's purchase order or other related documents ("Purchase Order") shall be of no force or effect and shall not become part of this Agreement unless they are specifically accepted in signed writing by K12 Florida LLC. If Customer issues any Purchase Order, it shall be deemed solely for the administrative convenience of Customer and not binding on K12 Florida LLC, even if acknowledged or acted upon by K12 Florida LLC.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 Florida LLC may assign all of its rights and obligations under this Agreement to any person or entity that controls K12 Florida LLC, is controlled by K12 Florida LLC, or is under common control with K12 Florida LLC or to any successor in interest that acquires all or substantially all of the assets of K12 Florida LLC; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 Florida LLC is not a division or any part of Customer. Customer is not a division or any part of K12 Florida LLC. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 Florida LLC and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement; i) K12 Florida LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of K12 Florida LLC is an entity that controls, is controlled by, or under common control with, K12 Florida LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. K12 Florida LLC and its Affiliates shall be referred to collectively as K12 Florida LLC; j) With respect to instructional support, K12 Florida LLC and/or its Affiliates currently perform a name-based background screening on its employees and independent contractors, however, Customer is responsible for conducting any state-mandated background or unprofessional conduct related screenings; k); K12 Florida LLC reserves the right to replace or substitute any services or product offerings for another similar product or service, subject to availability. l) All written notices required by the terms of this Agreement will be addressed to the Superintendent (or equivalent role) of the Customer and to the General Counsel to the address or email stated in the Order (or otherwise agreed to by the parties). Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally or sent by e-mail (provided that confirmation of receipt is obtained), or sent by certified, registered or express mail, postage prepaid, and shall be deemed given and received when so delivered personally or sent e-mail, or if mailed, five (5) days after the date of mailing to the party to whom notice is to be given at the addresses set forth above, or to such other address as to which notice is so given.

EXHIBIT

SBBC's Addendum to Vendor's Product and Services Agreement and Terms

I. **Effect of Addendum. Vendor's Product and Services Agreement and Terms ("Exhibit 2")** is hereby amended to incorporate the terms and conditions of this Addendum **("Exhibit 3").** If there is a conflict between **Exhibits 2 and 3**, the terms and conditions of **Exhibit 3** will control. This Addendum is considered approved when both parties sign this Addendum.

II. **Modification of Terms and Conditions**. Terms and Conditions are modified as follows:

1. Period. Period means the "Term of Agreement" and is superseded by Section 2.01 of the Agreement.

2. Description of Services. This provision is superseded by Sections 2.02, 2.03, 2.04, 2.05, 2.06, and 2.07 of the Agreement.

3. Price and Payment. This provision is superseded by Section 2.03 of the Agreement.

4. Termination. This provision is superseded by Section 3.05 of the Agreement.

5. FERPA and Confidentiality. This provision is superseded by Sections 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, and 2.10 of the Agreement.

6. Publicity. SBBC does not agree to this provision. This provision shall not apply to SBBC.

7. Audit Rights. This provision is superseded by Section 2.11 of the Agreement.

8. Indemnification and Limitation of Liability. This provision is superseded by Section 2.19 and applicable portions of Sections 2.05, 2.16, 2.18, and 3.18 of the Agreement.

9. Dispute Resolution. This provision is stricken in its entirety and is replaced by Sections 3.06 and 3.08 of the Agreement.

10. Entire Agreement and Additional Terms. This provision is superseded by Section 3.09 of the Agreement.

11. Miscellaneous. This provision is superseded by Sections 2.12, 2.26, and 3.01 through 3.21 of the Agreement.

EXHIBIT 3

FOR SBBC:

(Corporate Seal)

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 6/17/2025

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.05.02 11:57:40 -04'00'

Office of the General Counsel

EXHIBIT 3

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

Signature

Malcolm Richards

Print Name of Official Company Registered Secretary

Witness #2

-or-

Witness

Margaret Helmick

Witness

K12 Florida L.L.C.

By:

Signature

Patrick Neeman

Print Name

Sup, Finance

Title

Date: 9/23/2025

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Virginia

COUNTY OF Fauquier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/23/25 (*date*) by Elizabeth Hayman (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced drivers license (*type of identification*) as identification and who ☐did/☐did not first take an oath this 23 day of April, ~~2022~~ 2025

My Commission Expires: 10/31/28

Elizabeth Hayman

Signature – Notary Public

Elizabeth Hayman

Print Name of Notary

8115089

Notary's Commission No.

(SEAL)

Elizabeth Leigh Hayman
Commonwealth of Virginia
Notary Public
Commission No. 8115089
My Commission Expires October 31, 2028

EXHIBIT 3

EXHIBIT C

K12 FLORIDA L.L.C. DISCLOSURE REQUIREMENTS

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT

- **Information and data about the curriculum of each full-time and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency. Post a list identifying the National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.**

K12 Florida L.L.C., currently authorized by the Florida Department of Education (FLDOE) to participate with school districts in their Virtual Instruction Programs as well as to provide virtual instruction services to district sponsored online schools and cyber charter schools, is an indirect wholly owned subsidiary of Stride, Inc. "Stride, Inc." is referred to as "K12" in this document, consistent with the company's branding. "Stride" is used in this document when it is part of a specific Stride entity's or product's name. "K12 Florida L.L.C." in this document refers to the K12 Florida Virtual Instruction Program Provider .

K12 has transformed the teaching and learning experience for millions of people by providing innovative, high-quality, tech-enabled education solutions, curriculum, and programs directly to students, schools, the military, and enterprises in primary, secondary, and post-secondary settings. K12 is a premier provider of K-12 education for students, schools, and districts, including career learning services through middle and high school curriculum. During school year 2023-2024, K12 supported over 194,000 students through its full-time public and private school programs. For adult learners, K12 delivers professional skills training in healthcare and technology, as well as staffing and talent development for Fortune 500 companies. K12 has delivered millions of courses over the past decade and serves learners in all 50 states and more than 100 countries.

K12 has invested in developing and acquiring curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities. The K12 suite of services and instructional curriculum and courseware, collectively referred to as the "K12 Curriculum", currently includes public and private K-12 options, Learning Academy) for districts (previously named the FuelEd Instructional Services Team), World Languages, Stride Skills Arcade, and Career Readiness Education (CRE) curriculum. The K12 curriculum also includes an array of Advanced Placement (AP) courses that is far larger than that in most conventional brick-and-mortar schools. K12 re-evaluates its AP catalog of courses in accordance with changing College Board guidelines and student and school requests. AP courses are college-level courses that follow curriculum frameworks specified by the College Board.
These courses are designed to prepare students for success on AP exams, providing students the opportunity to earn credit at many of the nation's colleges and universities. The list of Advanced Placement courses that have been officially approved through the College Board's AP audit process are listed in the High School Curriculum section below.

K12 provides a continuum of technology-based educational products and solutions to cyber charter schools, public school districts, public schools (including online schools), private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.

CURRICULUM AND COURSE CONTENT

The design, development, and delivery of K12's curriculum is grounded in a set of guiding principles that promote critical thinking and problem-solving skills to prepare students for the demands of the 21st Century. K12 uses "big ideas" in every subject area to organize the explicit learning objectives for each course. This approach enables teachers to easily connect their instruction to both content standards and to Florida's B.E.S.T. Standards. It also helps students understand how skills and standards are connected, providing a coherence to the teaching/learning process often missed when content standards are taught as independent, unrelated ideas.

K12 content experts have developed a clear understanding of those subjects, concepts, and skills (as determined by experience and research on learning and teaching) that are often difficult for students to grasp. Greater instructional effort is focused on the most important concepts and on the most challenging concepts and skills. K12 uses existing research, feedback from parents and students, and the judgement of experienced teachers to determine these priorities and to modify K12's learning systems to guide the allocation of each student's time and effort. It is important to emphasize that this personalized approach to instruction ensures that every student will receive the instructional support needed to master Florida's B.E.S.T. Standards.

In addition to aligning to the Florida standards (including the B.E.S.T. Standards and State Academic Standards) and the National Standards for Quality Online Courses, courses within the K12 curriculum both align to and support the State Academic Standards. The objectives are crafted from educational research, state and national standards, and deep content expertise. Each course clearly identifies the objectives to be mastered in each lesson, unit, and semester. The lesson objectives are clearly defined on the learning platform.

Several types of multimedia are standard in the K12 curriculum and used strategically to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods:

- *Audio*: Maximizes the learner's ability to process information without being overwhelmed by visuals
- *Photographs/Illustrations*: Help represent, organize, and interpret the content
- *Interactive Activities*: Are used to segment content, personalize learning, promote agency in learning, and offer the opportunity to engage in activities incrementally increasing in cognitive difficulty (See Interactive Framework, below)

- *Technology-Enhanced Items (TEI):* Offer students the opportunity to demonstrate varying depths of knowledge mimicking high-stakes testing demands
- *Animations/Videos*: Are used as concrete modeling of behavioral learning objectives, hooks to introduce real-world applications, and bring instruction to life

As an example of interactive activities, K12 Science courses include open-ended simulations giving students an environment to model natural phenomena. The open-ended simulations present the learner with the simplest case appropriate for their knowledge development and then provide the means to reshape the environment using increasingly more sophisticated tools or ideas. The simulations give students the opportunity to create and test models, to reinforce core lesson ideas, and to apply scientific and engineering practices in virtual labs.

Interactive Framework

The K12 curriculum provides an interactive framework designed to enable students to fully reap the benefits of the personalized online learning environment. Many digital curriculum courses created by other curriculum providers are simply online textbooks and lack robustness and implementation support. The K12 course experience is designed expressly for a digital learning environment that follows careful instructional design principles and is packed with rigorous content so that the learning experience creates a full story arc. K12 courses follow a framework of interactivity that is peppered with engaging media, video, and interactivity, fully using technology to enhance learning and engage students. Courses match interactivity level to the cognitive level of the task at hand based on research-backed principles of cognitive science, feedback from the students in the schools and programs served by K12, as well as feedback from parents and teachers.

Curriculum Overview

K12's courses are built on a consistent, predictable instructional model to ground students in what to expect and are packed with rigorous content, interactivity, and engaging media and video. The courses personalize learning in a variety of ways, from offering more scaffolded learner paths for students needing extra support, to matching readers to appropriately leveled texts. Courses are designed expressly for a digital learning environment, using technology and instructional design principles to enhance instruction and engagement, not just to deliver print-based instruction online. The result is a comprehensive online learning experience.

Elementary School Curriculum

Families with students enrolled in grades K-5 begin the school year with the "Introduction to Online Learning" course. This introductory course provides an overview of each curriculum area so students and Learning Coaches (usually guardians or parents but could be any caring adult who will support the student in their learning process) can familiarize themselves with the philosophy behind the curriculum methodology and overall course organization. Topics covered include:

- the online school tools like the daily plan, messages, and help
- course organization of lessons, including assessments, and
- strategies to get organized and be a successful student in online courses.

The lessons are interactive and include actual animations or graphics that are used in the courses themselves. By the end of their introductory course, students will be fully prepared to begin their lessons in the online school.

Elementary students take English language arts, math, science, history/social studies, art, music, health and physical education, and world languages. With hundreds of engaging lessons in each subject, students learn the fundamental skills and knowledge building blocks or schemas needed to master the major subject areas, meet state standards, and complete more advanced coursework. The curriculum includes formative and grade-specific assessments built in at regular intervals appropriate to each course and subject.

English Language Arts (ELA): Younger elementary students learn the basics of phonics and grammar and prepare for reading through systematic, multi-sensory activities. Students in grades K-2 have grade specific collections about fairy tales, folktales, rhymes, poems, and fables. Older elementary students continually sharpen their fluency—the ability to read on grade level with accuracy, automaticity, rate, and intonation—so that they can focus on comprehension as opposed to laboriously decoding text. Upper elementary students also develop literary analysis and comprehension skills by reading novels and nonfiction works. Students in grades 3-5 have their own grade specific collections of fiction and nonfiction texts called Expeditions in Reading.

K12's grades K-5 ELA courses help students develop reading and writing skills, while also inspiring a love of literature. The program features fiction and non-fiction works. K12's ELA curriculum supports students' development of analytical and critical thinking skills through engaging text-dependent questions and tasks—including inferential reading comprehension questions. Through the use of exemplars and short, targeted writing assignments, students practice vocabulary and learn the skills required for different forms of writing.

Math: K12's grades K-5 mathematics program is designed to establish mathematical fluency while also deepening the ability to reason mathematically (conceptual math). K12's suite of mathematics courses represents K12's second generation of research and development into effective approaches in early mathematics instruction and current e-learning instructional design.

K12's mathematics courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Spiraling practice and review ensures mastery of basic skills. Embedded online games and animations motivate and engage students in challenging work and help illustrate concepts, while challenge problems help students develop critical thinking skills. From helping younger students make the link between the concrete and the abstract to immersing older students in the symbolic manipulations of algebra, K12 mathematics provides a thorough mathematical grounding and foundation for middle school.

Science: Science K-5 courses are designed to be engaging through explicit instruction, integrated e- books, vocabulary terms, and both directed and exploratory laboratory experiences. The program brings all four domains of science (physical, life, earth, and space) alive, nurturing curiosity,

analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances. The lessons address interdisciplinary core ideas, make connections to the cross-cutting concepts, and provide opportunities for students to engage in science and engineering practices.

Social Studies: The K12 kindergarten history and social sciences program takes students on a world tour of the seven continents and provides an overview of American History through a series of biographies of famous Americans. The first grade history program tells the story of the geography and ancient history of Greece, Egypt, and China; as well as the origins of Judaism, Hinduism, Buddhism, and democracy.
Grades 2-4 focus on exploring community, civics, citizenship, and state history through ebooks, web explorations, and hands on projects. Students in second grade experience a broad introduction to social studies and build a base for future learning. Third graders explore the world around them through the lens of diverse social studies concepts and topics. Fourth graders investigate the geography, history, economics, and civics of the United States. Students in grades 5 and up explore major themes and topics in greater depth through an American Studies course.

The courses draw from the diversity of human experience to develop civic competencies in students. Students analyze and interpret significant events, patterns, and themes in their community's history, the United States, and the world. Students read about diverse peoples and locations to appreciate and compare cultures. They gain age-appropriate, foundational knowledge of how the United States government functions and the rights and responsibilities of its citizens. As they learn about, reflect on, and, in later grades, research American history, students make connections between the past and the present. They develop an understanding of economic and geographic concepts, strengthening their grasp of their individual role in the local, national, and international story.

Art: Grade K-5 art courses offer lessons in which students create art, present their work, respond to art, and formulate connections between art and their lives. The courses expose students to an assortment of art and artists from different times, places, and cultures. Students use a variety of techniques, processes, and materials to create art.

Music: K12's K-5 music courses offer engaging content across various styles and encourage students to explore rhythm, melody, movement, and expression through a mix of online and offline activities. Each course consists of six units, with six 30-minute lessons per unit, including video-based instruction for 3rd and 4th graders featuring animated characters. Students participate in observational assessments and have opportunities to express themselves through singing, dancing, and creative activities, while also making connections to other subjects. Additionally, each unit incorporates a book from the K12 Library for independent or guided reading, enhancing the overall learning experience.

Middle School Curriculum

Students in grades 6-8 begin the school year by attending either "Introduction to Online Learning: Middle School", which introduces new students to the online learning platform, or "Welcome to Stride Career Prep". These introductory courses provide an overview of each curriculum area so students and learning coaches can familiarize themselves with the philosophy behind the curriculum methodology and overall course organization. Topics covered include:

- the online school tools like the daily plan, messages, and help;
- course organization of lessons, including assessments;
- strategies to get organized and be a successful student in online courses;
- time management (including how to take advantage of the flexibility of online courses); and
- how to form a consistent plan each day.

The lessons are interactive and include actual animations or graphics that are used in the courses themselves. By the end of their respective introductory courses, students are fully prepared to begin their lessons in the online school.

Middle school students take English language arts, math, history and social sciences, science, and elective courses. For the 2024-2025 school year, elective courses include Chinese and Spanish world languages, Career Readiness Education, Coding Fundamentals: Intro, Computer Literacy, Game Design, Health, Intermediate American Art, Intermediate World Art, Introduction to the Internet, Journalism, Photography, Physical Education, Music, Web Design, and World of Computing. Skills recovery courses are also available for English Language Arts, History/Social Studies, Math, and Science. With hundreds of engaging lessons in each subject across our proprietary curriculum, students learn the fundamental skills and knowledge building blocks or schemas needed to master the major subject areas, meet state standards, and complete more advanced coursework. The curriculum includes formative and summative assessments built in at regular intervals appropriate to each course and subject.

English Language Arts: English language arts (ELA) courses are student-centric and designed to support the depth of knowledge required by today's standards and high-stakes testing environments. With rich content, designed to engage and motivate, and enough practice to support mastery—including built-in time for independent practice, and actionable formative data—these ELA courses include the tools and technology that equip students with the skills they need to be successful throughout their academic careers.

Throughout these courses, students engage in literary analysis and close reading of short stories, poetry, drama, novels, and informational texts. Students read "between the lines" to interpret literature and go beyond the text to discover how the culture in which a work of literature was created contributes to the theme and ideas it conveys. Instruction and reading strategies accompany reading selections to help engage students in the text and sharpen their comprehension. Students study a variety of media to understand informational and persuasive techniques, explicit and implied messages, and how visual and auditory cues affect messages.

Students express their ideas and knowledge using standard (formal) English in written and oral assignments. Analyzing and practicing the form and structure of various writing genres enhances students' communication skills. Vocabulary is taught explicitly and through an array of vocabulary acquisition strategies that give students the tools to independently increase their vocabulary. Students study grammar, usage and mechanics; and practice sentence analysis, sentence structure, and proper punctuation. Setting goals, implementing reading strategies, self-monitoring progress, and reflecting on successes and challenges help students become metacognitive learners. These courses include discussion activities that engage

EXHIBIT A

students in the curriculum while creating a sense of community.

Mathematics: In K12's grade 6 mathematics course, students deepen their understanding of multiplication and division of fractions to include dividing fractions by fractions, with an additional focus on increasing efficiency and fluency. Students gain a foundation in the concepts of ratio and rate as an extension of their work with whole-number multiplication and division. This foundation prepares them for work with proportional relationships in grade 7. Students also make connections among area, volume, and surface area, and continue to prepare for deep algebraic understanding by interpreting and using expressions and equations.

In K12's grade 7 mathematics course, students focus on real-world scenarios and mathematical problems involving algebraic expressions and linear equations. They also begin to apply their understanding of rational numbers with increased complexity. The course lays the foundation for exploring concepts of angle, similarity, and congruence as students work with scale drawings and construct and analyze relationships among geometric figures. Students also develop and apply understandings of proportional relationships.

K12's grade 8 mathematics course prepares students for more advanced study in algebra as students solve linear equations and systems of equations, work with radicals and integer exponents, gain conceptual understanding of functions, and use functions to model quantitative relationships. To prepare students for more advanced study in geometry, the course emphasizes the Pythagorean theorem and a deepening exploration of similarity and congruence.

Science: In grades 6-8 Earth Science, students explore topics such as the fundamentals of geology, oceanography, meteorology, and astronomy; earth's minerals and rocks; earth's interior; plate tectonics, earthquakes, volcanoes, and the movements of continents; geology and the fossil record; the oceans and the atmosphere; and the solar system and the universe. In grades 6-8 Life Science, students explore an amazing variety of organisms, the complex workings of the cell and cell biology, the relationship between living things and their environments, and discoveries in the world of modern genetics. Students tackle such topics as ecology, microorganisms, animals, plants, cells, species, adaptation, heredity, genetics, and the history of life on earth. In grades 6-8 Physical Science, among other subjects, students study the structure of atoms; the elements and the periodic table; chemical reactions; forces, including gravitational, motion, acceleration, and mass; and energy, including light, thermal, electric, and magnetism. Students' coursework provides opportunities for students to engage in science and engineering practices through laboratory experiments and engineering design challenges. With rich content, designed to engage and motivate, and practice to support mastery, these science courses include the tools and technology that students need to succeed.

History: Throughout these courses, grades 6-8 students sharpen their historical and critical analysis skills as they read primary sources and study historical accounts from a variety of perspectives. By analyzing current events, students reflect on changes and continuities within and between time periods and see how the historical events of yesterday impact the present day. Students examine relevant issues such as trade, globalization, the environment, conflict, and other topics that influence the world today and develop citizenship skills that will enable them to participate in their government and communities throughout their lives. By studying the physical and cultural traits that make regions unique, as well as studying their commonalities, and how geography has influenced American history, students expand their knowledge of the world around them. Students also learn and apply research skills as they undertake research projects, practice document and art analysis, and look at how historians draw conclusions about the past.

Art: K12's grades 6-8 art courses—including American Art and World Art—provide opportunities for students to investigate art and architecture from different cultures and eras, and create realistic and abstract works inspired by works they learn about, using many materials and techniques.

Music: Students become musicians as they explore and build foundational music skills. Students are encouraged to discover their musical potential through diverse learning activities that include singing, dancing, virtual instruments, listening maps, authentic sound recordings with famous past and present artists, an iSong player that allows students to customize key signatures, tempo, and lyrical highlighting, playing the recorder, and optional guitar lessons. Students study the musical elements of duration, pitch, design, tone color, expressive qualities and cultural context. Students are introduced to music from all over the world as they explore beat, meter, rhythm, melody, harmony, tonality, texture, form, tone color, dynamics, tempo, articulation, style, and music background, and learn to actively read and write music.

Elementary and Middle School Career and College Prep Curriculum

Career and College Prep (C&CP) as a program in the Elementary school setting is focused on Career Awareness. Selected and approved reading materials, under the direction of the teacher and/or Learning Coach can be used to access career related content, facilitating student awareness of career opportunities that can be intentionally aligned to industry gaps, areas of industry growth in the state and/or region where the student resides.

The goal of the middle school C&CP program is to create an experience that allows students to explore a number of careers and industry sectors, while understanding personal strengths and interest and potential intersection of these personal attributes and the workforce. By engaging students early and often, they will have the opportunity to create a vision for their high school years and beyond. Students engage in robust career and college exploration using quality tools such as Pathful Connect, as well as through exploratory activities like career fairs. Exploration, in addition to C&CP coursework and conversations with their counselor, aides the student in planning for high school. The student's pathway is chosen and documented by 8th grade.

Career Awareness
During the Career Awareness phase, students are exposed to a wide variety of career clusters as a foundation for future learning. Students will take part in awareness coursework, including introduction to career clusters, through Project Based Learning (PBL), and professional skills development. All these elements will begin to develop culture and community around discussion, collaboration, and reflection, preparing students for the high school C&CP experience.

Career Exploration
The Career Exploration phase of the middle school C&CP program allows students to focus their experience by selecting a C&CP exploratory course to begin the journey of more in-depth investigation of the specific careers in a cluster. During Career Exploration, students work with

counselors, teachers, and administrators to become more active in their planning towards high school graduation and professional skills development. Students will take part in exploration coursework, which will include a deeper focus around career clusters of interest, professional skills, and through PBL. This coursework will set the stage for students to plan which pathway(s) and certification(s) they want to pursue in high school. Virtual work-based learning will be facilitated by appropriate virtual work-based learning opportunities, all focused on the student's chosen career cluster. In the second semester of grade 8, students (ages 13+) will be introduced to Tallo, a closed network platform (not a social media site) that allows students to showcase their unique skills and abilities while connecting to opportunities such as post-secondary education, internships, jobs and scholarships. All posts are monitored by Tallo staff to ensure relevancy and appropriateness.

Middle school C&CP students are able to earn certifications through their CTE coursework. Middle school certifications validate fundamental technical and durable skills learned while preparing students for future success in earning industry certifications by increasing confidence and awareness of test structure.

Career and Technical Student Organizations (CTSOs), which were traditionally offered in high school, are available to middle school C&CP students. This allows students to have ongoing engagement opportunities with their peers, apply learned technical skills, and to cultivate and demonstrate leadership and other durable skills.

High School Curriculum

The "Introduction to Online Learning" course is an introduction to the virtual learning environment for high school students with information for Learning Coaches. Topics include an orientation to people and parts of an online school, the online school platform, opportunities for socializing, sample assessments, and tips about how to create an effective learning environment, manage time, and be successful. Each lesson has video tutorials, printable guides, and practice activities such as sending email or creating schedules and backup plans. Veteran students and Learning Coaches share personal experiences and advice. Other high school orientation courses offered include Welcome Back to Online Learning, Welcome to Online Career Learning, and Welcome to Stride Career Prep.

Whether targeting employment, enlistment, or post-secondary educational options such as community college, four-year university or trade school, high school students can choose from an array of appropriately paced course offerings in order to maximize their post-high school success.

K12 courses will meet all state graduation requirements, and the diversity of electives is designed both to help students earn their high school diploma and find their own path to post-high school success.

K12 continuously invests and develops techniques and features in the curriculum to improve accessibility and interoperability with mobile devices. Most K12-produced textbooks, reference guides, literature readers, and lab manuals are now offered in a digital, online format (PDFs, eBooks) and are optimized for use with mobile devices. New content is developed following mobile-first development practices and supports responsive design.

The K12 high school curriculum will provide students the opportunity to harness the power of individualized learning by choosing from comprehensive, honors, Advanced Placement®, or rapid credit recovery courses for English, math, science, history/social studies, Spanish, career readiness, and electives. Unlike other programs, where a student must be on a particular academic path, the K12 curriculum allows students to chart their own course, choosing from a variety of levels of courses designed to match various aptitudes and goals. So, if a student excels in mathematics and science, they may take all Honors/AP® courses in those subjects while choosing from comprehensive versions of English and history courses. These multiple course levels prevent students from being locked into one level of a particular subject and reflect and support the personal, natural progress and growth of each student.

Core Courses: Students work on extensive writing and research projects, and tackle problems that require more analytical thinking. Course projects and activities also require independent thinking and self-discipline.

Honors Courses: Students are expected to take more responsibility for their progress in the course and are held to a greater degree of accountability in which they must show even greater independence and self-discipline. Students synthesize and evaluate information and concepts from multiple sources and read texts typically assigned in college-level courses. Students also demonstrate college-level writing in essays that require analysis of primary and secondary sources, responsible use of evidence, and comprehensive citation of sources. Honors projects—emphasizing duration over time, group and collaborative work, and communication skills—are inspired by the principles embodied in the 21st Century Skills Initiative.

Advanced Placement (AP) Courses:

The College Board's AP Ledger updates occur through November for the previous school year. Currently, the FuelEd Instructional Services Team (aka Stride/K12 Learning Academy) AP Ledger has yet to be updated from the 2022-2023 school year. With this application, we have included a pdf of the FuelEd 2022-2023 AP Ledger (posted here https://apcourseaudit.inflexion.org/ledger/school.php?a=NTcwMDE=&b=MA==) and a pdf of the FuelEd Course Audit from AP Classroom for the 2023-2024 school year.

In SY2024-2025, K12 Florida L.L.C. is offering the following Advanced Placement courses:

Art History	French Language and Culture
Biology	Human Geography
Calculus AB	Macroeconomics
Calculus BC	Microeconomics

Chemistry	Psychology
Computer Science A	Spanish Language and Culture
Computer Science Principles	Statistics
English Language and Composition	U.S. Government and Politics
English Literature and Composition	United States History
Environmental Science	World History: Modern

Re-Taking Courses: K12 and its curriculum experts are prepared to meet all students where they are. The flexibility of courses and curriculum provides opportunities for students to take courses that they have failed to recover their GPA through grade forgiveness, as defined by the state department of education.

English: K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, which include opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary, grammar, usage, mechanics, and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

Math: Grades 9-12 Math balances mastery of fundamental skills with critical thinking and problem- solving. The program emphasizes an active, research-based approach to ensure that students understand mathematical concepts and are able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are animated to bring the math to life, while others allow students to interact with a partially completed problem. Offline components provide application and practice opportunities. In addition, teachers often record their instructional sessions and make them available to students for review. Many courses are available in various levels including Honors and AP.

The textbooks (in both offline and digital formats) provide reference information and more worked examples. Robust, well-sequenced problem sets that allow students to learn by practicing are offered in every math course whether online or offline. Each lesson also includes resources that help teachers and Learning Coaches support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics. Teachers may also use "Exit Tickets" after online instructional sessions. These Exit Tickets allow students to demonstrate what they have learned in that live session. Teachers use this information to personalize learning feedback to students.

History: K12 grades 9-12 history courses emphasize the narrative of history—a narrative story that includes great historical figures, everyday people, and the governments, arts, belief systems, and technologies they have developed in various cultures over time. Courses integrate topics in geography, civics, and economics into the study of history, were designed with state standards and national frameworks for content and skills in mind, and are offered at levels appropriate to students' needs.
World History, Modern World Studies, United States History, and Modern United States History combine stunning textbooks—in both conventional and online formats—published by K12 and integrated with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through discussion boards and a variety of research and skills activities. Economics and U.S. Government courses are also offered to meet graduation requirements.

Science: K12 offers a complete high school curriculum for students in grades 9-12. The curriculum includes courses in physical science, biology, earth science, chemistry, physics, astronomy, forensic science, and environmental science. K12 science courses provide hands-on exploration using real materials to conduct scientific laboratory investigations at home or through virtual laboratories that reflect actual laboratory experience in a virtual setting. Students taking these high school science courses become familiar with, and practice using, science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, data collection and analysis, and forming scientific conclusions. K12's high school science courses prepare students for college science courses by providing solid, scientifically accurate content, developing laboratory awareness and skills firmly anchoring students in scientific principles.

Electives

K12's curriculum is enhanced by a wide array of electives that enriches students' education in essential areas—including those identified by the 21st Century Skills and science, technology, engineering, and mathematics (STEM) initiatives—and will prepare students well for the world beyond high school.
K12's elective curriculum includes courses in:

- World Languages: High school level World Languages courses currently offered by K12 include Spanish, Chinese, American Sign Language, and AP Spanish Language and Culture.
- Science: Special interests in science can be pursued in Environmental Science, Astronomy, or Forensic Science.
- Social Science: Students interested in the social sciences can elect to explore Anthropology, AP Psychology, AP Microeconomics, Sociology, Archaeology, and Arts/AV Tech/Communications Explorations.

- Fine Arts: Electives in the arts include Fine Art and Music Appreciation.
- Technology and Computer Science: A variety of technology and computer science courses are offered, ranging from basic Computer Literacy to Computer Science. Students may explore career avenues with courses including Digital Arts, Image Design and Editing, Data Structures in C++, and Web Design. Technology and computer science courses are heavily project-based, and students complete the courses with portfolios of completed work.
- Business: Students are given additional opportunities to explore careers with Marketing and Accounting. They can get practical experience in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses with Personal Finance. Consumer Math's comprehensive review and study of arithmetic skills has both personal and vocational applications.
- Health and Physical Education: Students can earn credit and learn essential skills with the courses Health and Physical Education. Physical Education, which may be repeated for additional semesters as needed to meet state requirements, requires daily physical activity, verified by a parent or mentor. Physical Education is also available as credit recovery.
- Communications: Students can pursue their interests in communications with courses in Journalism, Public Speaking, or Creative Writing.
- Finding Your Path: This series of courses, which includes K12's school-counseling tool, help students navigate the unique challenges of each year of high school, plan ahead, and meet their goals.

High School Career and College Prep Curriculum

K12 recognizes that student plans after high school will vary and may include immediate immersion in the workforce as well as postsecondary education. K12 offers 37 innovative pathways aligned to 11 Career Clusters. The career clusters are Agriculture; Arts, A/V Tech, and Communications; Business Management and Administration; Marketing; Education and Training; Law, Public Safety, and Security; Health and Human Services; Hospitality and Tourism; Information Technology; Manufacturing and the Trades; and Engineering and STEM.

These pathways are frameworks used to organize courses, skills, and certifications based on relevant industry standards. Students enrolled in a pathway are engaged in an educational plan tailored toward specific occupations. Pathways are designed to provide a structured approach to career exploration and development, allowing students to make informed decisions regarding career-related goals.

K12 currently offers over 342 Career and College Prep courses ranging from career exploration courses to in-depth content. The curriculum and courses are designed to lead to post-secondary credentials, including industry-recognized certifications, and college credits in high-demand career fields by including school input in roadmap decisions, creating durable skills Learning Hub content, and seeking out quality curriculum vendors.

An example of a C&CP pathway program is K12's Information Support and Services pathway, in the Information Technology career cluster. The pathway starts with an exploration of fundamental IT concepts and IT careers. Students continue with coursework in computer science, cloud computing, and computer science e, completing the pathway with CompTIA coursework, exam prep, and certification, as well as the AWS Cloud Practitioner certification. Pathways in the IT program offer a number of industry recognized certifications such as CompTIA Network+, CompTIA Cloud Essentials+, CompTIA IT Fundamentals+ (ITF+), AWS Cloud Practitioner, CompTIA A+ Core, CompTIA Security+, ICT Gaming Essentials and CIW Site Development Associate. Students who enroll in their junior or senior years may take advantage of an accelerated program that enables them to earn credentials to be job-ready upon graduation.

Another example of a C&CP pathway is in K12's Therapeutics pathway, is the Health & Human Services career cluster. The pathway starts with an exploration of healthcare careers to ensure students understand the breadth and depth of options. Students continue with pre-requisite courses in anatomy, medical terminology, physiology, and professionalism in allied health. Students are then able to choose a focus from a number of healthcare areas, including Clinical Medical Assisting, Pharmacy Technician, Dental Assisting and more. K12's C&CP program is proud to offer 15 industry recognized healthcare related certifications, 11 of which are in partnership with MedCerts, another K12 company.

MedCerts is an online certification training provider focused on preparing students to earn short-term, industry-recognized healthcare and IT credentials. All programs are completely online, using interactive games, simulations, animations and more to teach the skills needed for national certification and starting a career in the healthcare industry. After program completion, students are eligible for national certification through an accredited, industry-recognized certifying body. Through MedCerts' high school model, K12 students can start as early as 11th grade and complete courses over the last two years of their high school education – serving as electives or CTE credits for their graduation requirements. They graduate with a diploma and the opportunity to be certified, leaving high school "Work Ready" and able to get their foot in the door at a healthcare organization ahead of their peers. With MedCerts' Articulated Credit partners, these students can use their certification toward college credits to stay ahead of the curve. An industry leader in online education, MedCerts has assisted over 80,000 students since 2009 and their full catalog features over 50 programs in the healthcare, IT and professional development industries.

SPECIFIC RESEARCH AND BEST PRACTICE USED IN DESIGN

Research-Based Curriculum

K12's assessment specialists are dedicated to reviewing and synthesizing research for course development teams. Both secondary research—cornerstone and cutting-edge research studies on curriculum and online learning completed by experts in their fields—and primary research—research on the efficacy and varying aspects of the curriculum--are conducted in house and by third parties. K12's curriculum is regularly updated based on the information gleaned from both primary and secondary research. From the amount of instructional time per subject and frequency and length of brain breaks, to the sequence and coherence of content to types of assessments, all modifications to the curriculum are evidence-based, data-driven, and backed by empirical research proven to be effective in improving learning.

User-Centric Design

User-centric design means making a product easy and enjoyable to use by understanding the people who use the product: students, Learning

Coaches, and teachers and other school personnel. It is an integral aspect of development. The User Experience Design Team at K12 seeks to understand users through observations and data. Information is organized to be effective for the user and aesthetically pleasing.

Interactive behaviors are designed to allow users to complete their goals or tasks. This process is iterative, using user feedback to inform both initial design and design enhancements.

Utilizing user research and analytics, information architecture, interaction design, content strategy, visual design, and usability testing, the team identifies problems that users encounter within the system and works to re-design aspects of the system to make it more intuitive and user-centered.

Since 2015, the K12 User Experience team has conducted over 275 studies with an outreach to over 100,000 participants. Their work has improved the overall usability of K12's platform, enabling students, teachers, and Learning Coaches to move through the system more easily, allowing them to focus on coursework instead of technical issues.

The group continues to pilot-test new laptops with students and learning coaches to improve the online school experience. Recently, the team performed seven separate studies of newly-redesigned learning components to improve aspects of the new interfaces. A recent feedback survey of K-5 learning coaches found the new K-5 Online School (OLS) with Strider the Fox and themes has increased student motivation to do schoolwork.

K12 continuously invests and develops techniques and features in the curriculum to improve accessibility and interoperability with mobile devices. Most K12-produced textbooks, reference guides, literature readers, and lab manuals are now offered in a digital, online format (PDFs, eBooks) and are optimized for use with mobile devices. New content is developed following mobile-first development practices and supports responsive design.

A Research-based Pedagogical Basis

Extensive and ongoing research ensures that the K12 curriculum is based on sound principles of instructional design and delivery. The research base includes:

- Cognitive Science Research on How Students Learn: aligns cognitive research, student performance measurement, and instructional strategies targeted to ensure best practice and student accessibility to K12 curriculum.
- Research on the Structure of Expert Knowledge: (including mathematicians, scientists, historians, writers, and others) to map the relationships among big ideas, facts, and skills in each subject area
- Research on General Instructional Principles: empirically-tested principles of online instruction using multimedia resources
- Research on Teaching Specific Topics and Addressing Possible Misconceptions: helping students overcome misconceptions related to complex instructional objectives
- National Standards for Quality Online Courses: including online course guidelines for content, instructional design, student assessment, technology, and course evaluation and support
- Proven Strong Student Achievement and Outcomes: performance evaluations based on a variety of assessment administered throughout the school year to inform and evaluate the teaching and learning cycle
- A Curriculum Designed to Meet Diverse Needs: providing unit-level and lesson-level goals and objectives, online and offline activities, and other attributes to meet diverse student needs
- Multiple Assessment Tools and Strategies: assessment tools and strategies linked to learning objectives allowing students to demonstrate what they have learned in a variety of ways

K12 Florida L.L.C. has submitted alignments to the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards for English Language Arts (ELA), Mathematics, and Social Studies to FLDOE following the timeline set by the Florida State Board of Education. As Florida adopts new subject area standards, K12 Florida L.L.C. will submit course alignments to Florida courses as required. The K12 curriculum is also aligned to the organization's mission to help students reach their full potential through inspired teaching and personalized learning.

National Standards for Quality Online Courses

In 2007, the International Association for K-12 Online Learning (iNACOL) published standards based closely on work originally formulated by the Southern Regional Education Board (SREB). iNACOL's standards outlined quality guidelines for online courses—covering content, instructional design, student assessment, technology, and course evaluation and support. Schools and other educational organizations used these standards as a rubric for evaluating the quality of any online courses they wished to offer. The iNACOL standards were revised in late summer 2011. K12's courses have been so widely recognized for embodying best practices for online learning that K12's curriculum department was invited to join the committee for revising the standards. Version 2—published in October 2011—included reformulated standards that were more easily applicable and verifiable in the growing landscape of different online scenarios.

Multiple Assessment Tools and Strategies

To assess the effectiveness of curriculum and instruction across public schools served by K12 (which, state by state, follow different standards and administer different assessments), K12 uses a variety of readiness, formative, summative, and state-required assessments at applicable grade levels. Readiness assessments offer an initial benchmark for student skill level in each core area, which allows teachers to differentiate instruction based on student needs. Formative assessments given during each instructional cycle provide detailed information which, through a variety of strategies, will improve instructional techniques and student learning while it's happening. Summative and state-required assessments are used to measure student learning at culminating points in a student's academic career, such as at the end of a semester or the end of the school year. Student performance is evaluated to inform and evaluate the teaching and learning cycle.

- K12 assessments employ a variety of formats, allowing students to demonstrate what they have learned in a variety of ways, from online computer-scored tests to extended performance tasks evaluated by the teacher. In many courses, teachers are provided detailed rubrics to guide evaluation.
- K12's assessments are consistently linked to clearly-stated learning objectives designed to capture varying depths of knowledge, including recall of factual information, deep understanding of concepts, strategic application of concepts and skills, and metacognitive knowledge. Instructional activities are built directly from the objectives and related to the assessment items, ensuring coherent alignment of objectives, instruction, and assessment.

- Appropriate assessments are built into almost every lesson to evaluate mastery and point the way to remediation or enrichment.

Technology-enhanced item types provide powerful opportunities for students to gain practice and familiarity with items mimicking the format of those they may encounter in testing scenarios today. These items allow students to demonstrate depth of knowledge and higher-order thinking ability. For this reason, a variety of item types, including drag and drop and fill in the blank, are used throughout the courses.

BASIS FOR AND FREQUENCY OF REVISION

K12 is committed to maintaining up-to-date, standards-based, fully aligned courses with enhanced course content, materials, instructions, and assessments. Larger updates are made over the course of each fiscal year (July through June). Leadership from Product Management, Curriculum Production, and Design teams partner to craft a proposed production roadmap whose initiatives are typically in response to some combination of user feedback, internal feedback, market research, primary and secondary curricular research, changes to academic standards, state requirements, requirements stemming from K12's various lines of business, and changes to internal platforms and technology. The proposed roadmap is reviewed with executive leadership and iterated upon until the initiatives for the year are confirmed. Larger updates may include, but are not limited to, entirely new course builds, major revisions to the content and/or design of existing courses, developing state-customized courses, rebuilding courses on a new platform, and creating new learning object collections for the Learning Hub—K12's content repository that empowers teachers to customize and differentiate courses.

Smaller updates and fixes that do not impact student progress in-year—such as typographical errors and confusing instructions—are made on an ongoing basis. These are often in response to user feedback from teachers, students, and families. Feedback is a crucial part of the course development process and maintenance of the course. Ultimately, all students and teachers benefit from updated courses with proven instructional methods and the latest technology.

EFFECTIVENESS OF THE K12 CURRICULUM

K12, using the K12 suite of services and instructional curriculum and courseware, has shown academic success and achievement in the schools it serves across the country.

Cognia Accreditation

AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, first accredited Stride in 2010 and then renewed its five-year quality assurance accreditation in 2018. In November 2018, AdvancED merged with Measured Progress and became "Cognia." Cognia is a global nonprofit working in over 80 countries that offers accreditation and certification, assessment, professional learning, and improvement services within a framework of continuous improvement. Cognia renewed the Stride accreditation to 2025.

Cognia conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure all learners realize their full potential. Cognia accreditation is a systems approach to improving learner performance results over time. This accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.

To earn and maintain accreditation, Stride must:

- Meet quality standards set forth by Cognia.
- Engage in a continuous process of improvement.
- Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).

Stride, Inc., Learning Solutions Instructional Services Team (serving the K12 Florida L.L.C. district virtual instruction programs and recently renamed the Stride/K12 Learning Academy), Florida Cyber Charter Academy at Clay County, Florida Cyber Charter Academy at Duval County, and Florida Cyber Charter Academy at Osceola County are each accredited by Cognia.

The Cognia™ School of Distinction program, a program that recognizes PreK–12 education institutions that exemplify excellence in education and service to learners, has been awarded to five schools served by Stride, Inc.: Idaho Technical Career Academy in 2021; Ohio Virtual Academy in 2022; The Keystone School and Oklahoma Virtual Charter Academy in 2023; and Wisconsin Virtual Academy in 2023 and 2024.

Western Association of Schools and Colleges (WASC) Accreditation

As one of six accrediting institutions in the United States, the Western Association of Schools and Colleges' (ACS WASC) mission is to "advance and validate quality ongoing school improvement by supporting its private and public elementary, secondary, and postsecondary member institutions to engage in a rigorous and relevant self-evaluation and peer review process that focuses on student learning." WASC recognizes institutions by granting accreditation to schools and programs that meet an acceptable level of quality in accordance with the established criteria. The accreditation process begins with an initial visit that helps the WASC team build their understanding of the school's purpose, its program, and operations. Schools are granted initial accreditation or candidacy and then have three years to address WASC's feedback and complete a self-study. The multifaceted self-study process involves, in part, all stakeholders, a self-study visit, an evaluation with respect to the ACS WASC criteria, and a schoolwide action plan. The follow-up process entails an annual assessment of the progress of the action plan and refinement of the plan as needed. In 2023, WASC awarded Stride Learning Academy a six-year accreditation through June 30, 2029 as a Supplementary Education Program (SEP).

Graduates of K12 Managed Public Schools

In 2007, K12 managed public schools graduated their first cohort of just 6 students. Including the first graduation cohort, 107,186 students have earned a high school diploma from online and blended schools using the K12 education program including 15,383 students who graduated by the end of the

spring term of SY2023-2024.Students graduating from K12 virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers--in the military, apprenticeship programs, on the job training, or directly into the workforce.

K12's Suite of Curriculum Content and Assessment
School leaders and teachers will review curriculum, assessments, and supplemental materials each year or upon a change in state standards and/or assessments, to ensure standards alignment and ability to differentiate instruction and assessment. This includes instructional mapping, which is a process for collecting and planning instruction using curriculum related data that identify core skills, processes employed, and priority standards for each subject area and grade level. Modifications will be made throughout the year as determined by the school leaders and teachers as necessary.

K12's highly credentialed subject matter experts bring their own scholarly and teaching backgrounds to course design and development and are required to maintain relationships with and awareness of guidelines from more than 60 national and international subject area associations including:

- AAAL—American Association for Applied Linguistics
- AAAS—American Association for the Advancement of Science
- AAPT – American Association of Physics Teachers
- AATF—American Association of Teachers of French
- AATG—American Association of Teachers of German
- AATSP—American Association of Teachers of Spanish and Portuguese
- Accessible Book Consortium
- ACL—American Classical League
- ACTE—Association for Career & Technical Education
- ACTFL—American Council on the Teaching of Foreign Languages
- ADA National Network
- ADP/Achieve.org—American Diploma Project from www.Achieve.org
- AdvanceCTE
- AERA—American Educational Research Association - http://www.aera.net
- APA—American Philological Association
- Assistive Technology Industry Association
- CCSSO—Council of Chief State School Officers – www.ccsso.org
- CEFR—Common European Framework of Reference for Languages
- Center for Civic Education
- Center on Online Learning and Students with Disabilities
- CLTA—Chinese Language Teachers Association
- CRESST—National Center for Research on Evaluation, Standards, & Student Testing – www.cresst.org
- Final Report 2008: Foundations for Success
- Getty Education Institute for the Arts
- Head Start
- IAD—International Dyslexia Association
- ILR—International Language Roundtable
- ILTA—International Language Testing Association
- IRA—International Reading Association
- IUPAC—International Union of Pure and Applied Chemistry
- MCREL—Mid Continent Research for Education and Learning
- NAEA—National Art Education Association
- NAEP—National Assessment of Educational Progress – www.nces.ed.gov/nationsreportcard
- NAS—National Academy of Science
- NASPE—National Association for Sport and Physical Education
- National Art Education Association
- National Association for Gifted Children
- National Association for Music Education
- National Center on Accessible Education Materials
- National Center on Universal Design for Learning

EXHIBIT 4

- National Geographic
- National Mathematics Advisory Panel
- NCAA
- NCEE—National Council on Economic Education
- NCES – National Center for Education Statistics – www.nces.ed.gov
- NCHE—National Council for History Education
- NCHS—National Center for History in the Schools
- NCSA—National Conference on Student Assessment - http://www.ccsso.org/ncsa.html
- NCSS—National Social Studies Standards
- NCTE—National Council of Teachers of English
- NCTM—National Council of Teachers of Mathematics
- NETS/ISTE—National Educational Technology Standards from the International Society for Technology in Education
- NGSS—Next Generation Science Standards
- NICHD—National Institute of Child Health and Human Development
- NIFL—National Institute for Literacy
- NRP—National Reading Panel
- NSTA—National Science Teachers Association
- PARCC—Partnership for Assessment of Readiness for College and Careers
- Partnership for 21st Century Skills
- PISA—Programme for International Student Assessment – www.oecd.org/pisa/aboutpisa
- President's Council on Fitness, Sports, and Nutrition
- Quality Indicators for Assistive Technology
- Smarter Balanced Assessment Consortium
- Teachers of English to Speakers of Other Languages
- The College Board
- The President's Challenge
- W3C—World Wide Web Consortium
- WCAG—Web Content Accessibility Guidelines

EXHIBIT 4

EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY

Bias is prevented in both content and assessments by rigorous training of content specialists, writers, instructional designers, visual designers, and editors. K12's curriculum connects U.S. history and contemporary issues in ways that foster respectful, honest, and fact-based dialogue about equity and inclusion. The curriculum features a wide range of diverse viewpoints and perspectives and encourages students to shape their own perspective on related topics. Teachers, students, and families have access to K12's One Voice Curriculum—which is an inquiry-based curriculum rooted in historical facts and current events that fosters conversations about race and inclusion.

Multiculturalism

The motto on the Great Seal of the United States—E pluribus unum ("out of many, one")—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At K12, we believe that students should understand and value both the pluribus and the unum—that they should learn about both the cultural diversity that distinguishes our nation and the common inheritance that unites us as Americans.

The vision for K12 places that unifying American inheritance, which remains at the core of our curriculum, within a more global context: *To provide any child access to exceptional and meaningful curriculum and tools that enable him or her to maximize his or her success in life regardless of geographic, financial, or demographic circumstance.*

To help our students grasp the common American inheritance within its global context, K12 has multicultural, pluralistic, and inclusive curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who:

- Understand the characteristics and contributions of American culture and cultures throughout the world.
- Understand that societies reflect contributions from many cultures.
- Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.

To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their

immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.

Differentiation

K12's curriculum is designed to meet the needs of a diverse student population, and teachers also proactively tailor lessons and implement strategies to meet all learner needs. Tools and strategies used to differentiate the curriculum and instruction include varying assessments, cognitive learning strategies, instructional supports, a tiered system of instruction based on Universal Design for Learning (UDL), and assistive technology tools.

Accessibility for Students with Disabilities and Limited English Proficiency

K12's product development team strives to align with the Web Content Accessibility Guidelines 2.1, Level AA. By doing this, the curriculum, communication, and resources provide an accessible platform compatible with accessibility Application Programming Interfaces, language translation programs, and native or third-party assistive technology resources. This platform meets the accessible education media needs of users following the National Instructional Materials Accessibility Standard (NIMAS). Any K12 resources resulting in user challenges due to disability may be reported for investigation and remediation, as appropriate, via https://www.k12.com/accessibility/ .

Assistive Technology

Due to the unique online nature of K12's curriculum, all students can access assistive technology tools based on their individual needs. The online learning content is rich with visual, auditory, and other student learning supports. Student diagnostic and formative assessment data coupled with adaptive learning pathways enables customized student experiences providing opportunities for students to engage in remediation or accelerated activities.

With the support of the Stride Assistive Technology Resource Guide, staff members have strategies and tools at their disposal upon identification of student need. Differentiation strategies include the flexibility to provide large group instruction, small group instruction, pre-teaching and re-teaching concepts based on student data, one-on-one tutoring sessions, and targeted interventions and supports. A sampling of differentiation support tools include text-to-speech software, speech-to-text software, lowering readability of grade level text while maintaining grade level standards, translation tools, highlighting tools, zoom text, visual dictionary, word prediction software, visual graphs, and web support.

Universal Design for Learning

Universal Design for Learning (UDL) is a set of principles for curriculum development that give all individuals equal opportunities to learn. UDL provides a process for creating instructional goals, methods, materials, and assessments that are flexible and work for everyone. This approach provides more than a single, one-size-fits-all solution; it supports flexible approaches that can be customized and adjusted for individual needs. The principles of UDL have been integrated into the Every Student Succeeds Act (ESSA) and into the design and implementation practices in multiple ways at K12:

- Planning and design of curriculum, instruction, and assessment are promoted in a proactive manner, considering flexibility in presentation, response, and motivation for students in the front end of product development.
- Throughout their educational materials and services, K12's professional development and training, implementation, and evaluation are responsive to students' tiered needs of support.

UDL principles are also compatible with and facilitate the accessibility compliance of K12 materials and services. K12 design practices consider students' needs, preferences, and abilities to interact with the K12 curriculum. These design practices have positively influenced efforts to meet web content accessibility guidelines and support individual needs for accommodations and the use of assistive technologies.

UDL principles have influenced the planning, development, authoring, editing and production of new course development and efforts to improve the access flexibility of existing curriculum assets within K12 products and services. Considerable training and professional development and other resources have been deployed to maximize this type of proactive development strategy and make ongoing school services support more effective.

Accessibility for Students with Limited English Proficiency

K12's schools and program will increase English proficiency and academic achievement of English Language Learner (ELL) students by providing high-quality, evidence-based language curriculum and instruction. This is accomplished by employing appropriately licensed ESOL or bilingual teachers, as defined by federal and state law and regulations, as well as the League of Latin American Citizens, *et. al.*, versus Florida Department of Education Consent Decree, for the ELL identified students. The ESOL teacher can provide support to the students within the School or program by:

- relating background information and experiences to the concepts they are learning
- scaffolding instruction to aid the students in comprehension
- assisting with communication with the parent, in their native language
- adjusting speech or content; and
- providing Project Based Learning experiences, necessary visuals, and in-classroom modeling of best instructional practices for the general education teachers.

Required language proficiency assessment will be administered to all active ELL students to, if required, identify and monitor individual student language growth and overall program effectiveness with measurable outcomes. Exit criteria for ELL students and monitoring of students after ELL program exit will be consistent with state and federal requirements.

Professional development is available and will be provided to all school staff on the following: knowledge and use of effective pedagogy in instructing English Language Learners; methods for implementing instructional strategies that ensure that academic instruction in English is meaningful and comprehensible; and UDL.

Stride Learning Hub

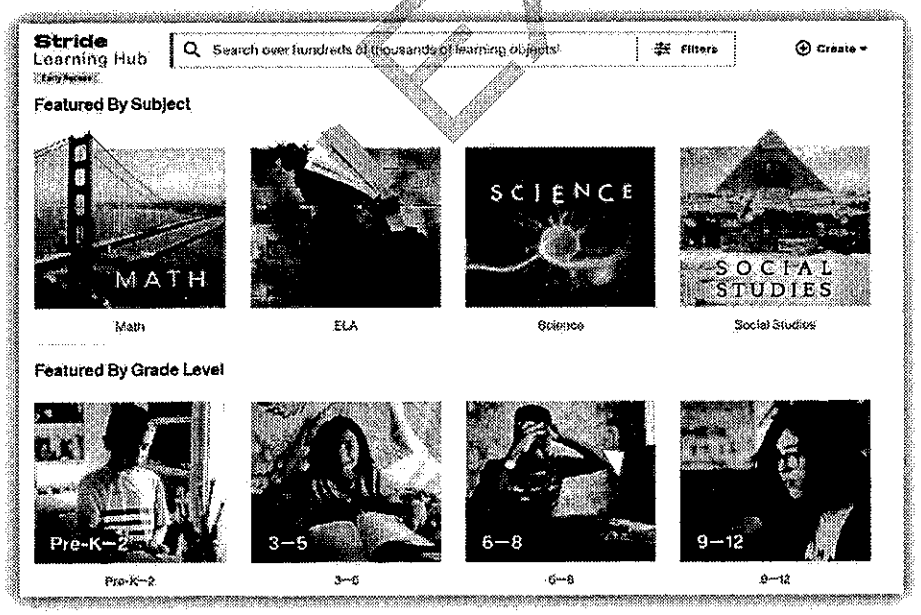
The Stride Learning Hub ("Learning Hub") is a cutting-edge search interface and content repository seamlessly integrated into the Stride Online School (OLS) and the Online Middle and High School (OMHS) platforms. The OLS serves all students in grades K-5. Middle school and high school students in grades 6-12 use the OMHS. Provided to elevate users' teaching experience, the Learning Hub is a powerful tool that empowers teachers to tailor courses by effortlessly searching for, previewing, and incorporating a diverse range of activities, assessments, and lessons. In recognizing the diverse ways teachers leverage resources to differentiate instruction, the Learning Hub has emerged as a one-stop- shop. High-quality, standards-aligned content can be deployed in the OLS and OMHS directly from the Learning Hub. It eliminates the need for teachers to leave the online school environment, enabling them to dedicate more time to their students and less time to resource discovery. Teachers can bookmark their favorite assessments, activities, and lessons. Additionally, while previewing activities, teachers see a list of lessons that contain those activities making it easy to search and add new content to their courses.

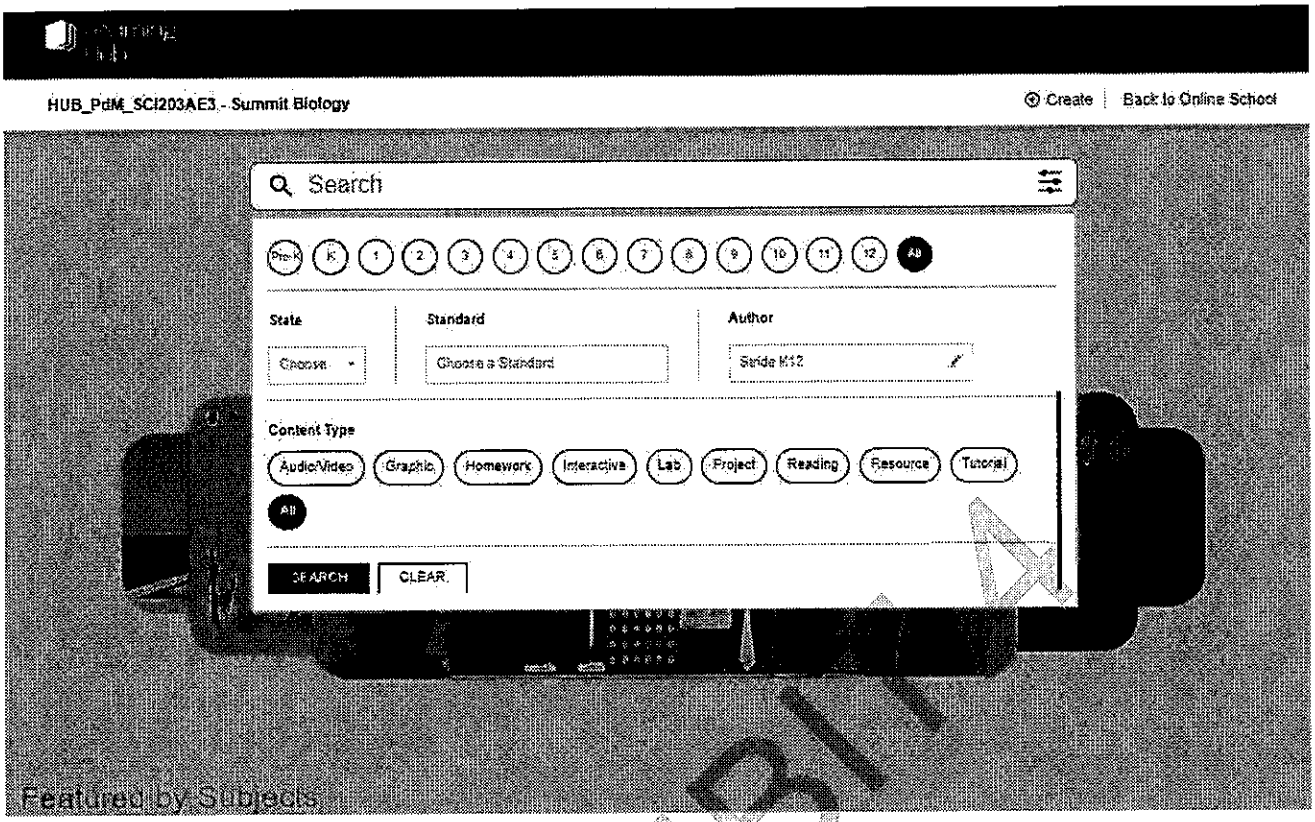
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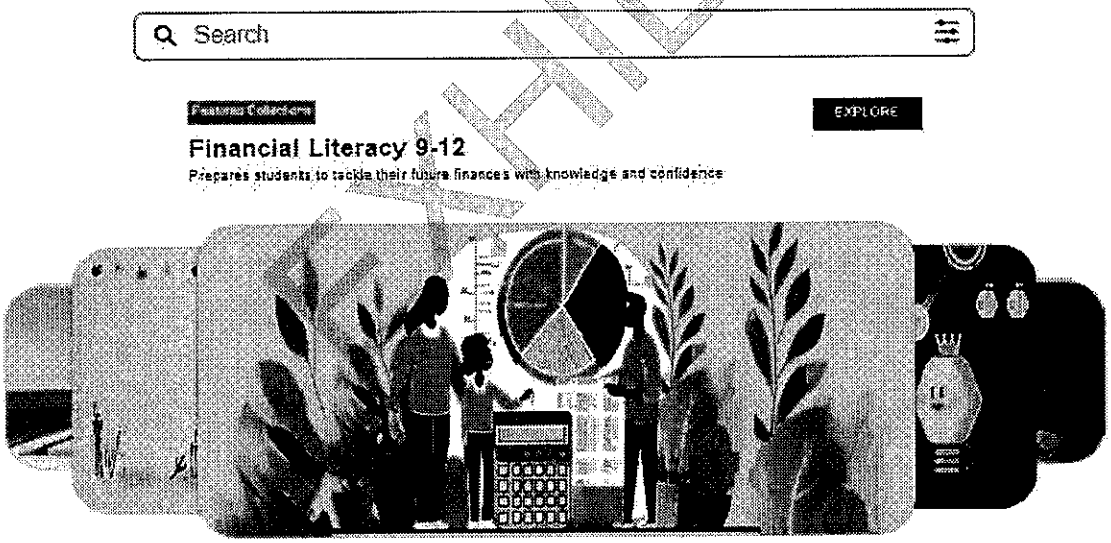
1. **Customized Content Discovery:** Teachers have access to supplemental content tailored to their **student's** unique needs. Whether they need a refresher on a previously taught topic, to remediate for a struggling learner, or to extend the curriculum, the Learning Hub has content.
2. **Smart Search** Teachers can easily find lessons, activities, and assessments, preview them, and seamlessly add them to their classroom. Teachers can fine-tune searches based on content standards in the core subject areas, as well as with filters for subjects, grade levels, and content types.
3. **Customized Assessments:** Teachers can craft personalized assessments with ease. The Learning Hub offers the ability to create a new assessment from scratch or modify an existing one by copying and editing.
4. **Customized Lessons:** Teachers can copy and edit existing lessons, to add or remove content, as well as build new lessons with activities and assessments from the platform.
5. **Collections**: In addition to robust search functionality, teachers have access to an evolving collection of specifically curated content. Examples of Collections include Doggyland for grades K-2; MathBee bubble-shooter games for math practice in grades 3-5; Wonder Media animated, illustrated videos on a variety of topics for grades 3-5; partnership content with Rebel Girls for grades 3-5; Next Generation Science: Middle School for grades 6-8; and Financial Literacy for grades 9-12. Featuring renowned content partners, these collections are continuously updated and enhanced. Teachers can view the latest through a revolving carousel or look at previous collections featured by grade or subject.

Additional features to be added to the Learning Hub in 2024 will enable teachers to bookmark their favorite assessments, activities, and lessons. Additionally, while previewing activities, teachers will see a list of lessons that contain those activities making it easy to search and add new content to their courses.

The image below shows the main Stride Learning Hub page and how teachers can search for content by subject or grade level. It is followed by examples of specific subject matter resources in the Learning Hub.







NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL

According to existing NCAA non-traditional program requirements, course eligibility is contingent upon instructional delivery and student-teacher interaction. Digital Academy of Florida (DAOF) is cleared by the NCAA and offers approved courses that count toward the 16 NCAA-required courses to become a college athlete. Currently, courses offered by other schools served by K12 Florida L.L.C. would require individual review by the NCAA.

If a school opts to pursue NCAA approval, it is recommended to designate a lead responsible for initiating contact with the K12 NCAA point of contact at ncaa@k12.com. Additional information can be found at: http://www.ncaa.org/student-athletes/future/nontraditional-courses.

POLICIES AND PROCEDURES

- **All school policies and procedures. To address specific questions in this application, please provide policies and procedures related to the following topics in an easy-to-find location on this disclosure website so they can be reviewed: anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements.**

Fourteen documents have been provided that collectively address the requested policies and procedures for cyber charter schools (Florida Cyber Charter Academy (FLCCA)), district sponsored online schools (Digital Academy of Florida (DAOF)), and district virtual instruction programs to which K12 Florida
L.L.C. provides instructional services. K12 follows all district mandates and policies as outlined in the individual district contracts. Information about those unique district policies and procedures can be found by linking to each program via https://www.k12.com/florida-online-schools/ then clicking on "SHOW ME SCHOOLS IN FLORIDA".

Policies and procedures related to the following topics for cyber charter schools, district sponsored online schools, and district virtual instructional programs that K12 provides virtual instruction services to (anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the Florida Virtual Instruction Programs Disclosure Information link on K12's website (**www.k12.com**) which will take visitors to the Florida VIP (Virtual Instruction Program) Provider Information and the following documents:

- DAOF Parent/Student Handbook SY2024-2025
- FLCCA Parent/Student Handbook SY2024-2025
- Florida Learning Coach Success Guide SY2024-2025
- K12 Florida L.L.C. Academic Integrity Policies
- K12 Florida L.LC. Anti-Discrimination Policy
- K12 Florida L.L.C. Attendance, Participation, and Performance Policy
- K12 Florida L.L.C. Student Admission and Enrollment Eligibility Requirements Policy
- K12 Florida L.L.C. Teacher and Parent Responsibilities and Teacher-Student and Teacher-Parent Interactions Policy
- K12 Florida L.L.C. Disclosure Requirements
- Parent and Student Contact Information Requirements
- K12 Florida L.L.C. State Testing Policies and Procedures
- DAOF Instructional and Admin Personnel
- FLCCA Instructional and Admin Personnel
- Learning Academy Instructional and Admin Personnel

EXHIBIT 4

CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF

- **Certification status and physical location (state of residence) of all administrative and instructional personnel, to include state certification(s), out-of-field status, National Board certified, ESOL- endorsed or similar credential in other state, and reading-endorsed or similar credential in other state.**

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs, district sponsored online schools, and cyber charter schools served by K12 in Florida in SY2024-2025 are found on the disclosure website which is linked to the K12 Inc. webpage (https://www.k12.com/).

HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL

Individual teachers are available during the traditional school day and/or after school hours and may set appointments to meet with parents and/or students outside of the traditional day when necessary.
Teachers are expected to respond to communications within one business day and grade assignments within 48 hours.

AVERAGE STUDENT-TEACHER RATIOS AND TEACHER LOADS

- **Average student-teacher ratios and teacher loads for full-time and part-time teachers by grade- level bands K-3, 4-8 and 9-12 and for core and elective courses.**

K12 Florida L.L.C .takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads.

An average teacher load for elementary grades K-3 full-time core courses is 85; grades K- 3 part- time core courses (0.5 teacher) is 45; average teacher load for K-3 full time electives is 1,100, and K-3 part time (0.5) electives is 550.

An average teacher load for elementary grades 4-5 full-time core courses is 85; grades 4-5 part-time core courses (0.5 teacher) is 45; average teacher load for 4-5 full time electives is 1,100, and 4-5 part time (0.5) electives is 550.

An average teacher load for grades 6-8 full-time core courses is 275; grades 6-8 part-time core courses (0.5 teacher) is140; average grades 6-8 full

time electives load is 900, and grades 6-8 part time (0.5) electives is 450.

An average teacher load for grades 9-12 full-time core courses is 275; grades 9-12 part-time core courses (0.5 teacher) is 140; average grades 9-12 full time electives load is 325, and grades 9-12 part time (0.5) electives is 165.

In addition to synchronous sessions, teachers often work with students in a 1:1 ratio or in small group settings to review course content, provide individualized feedback or deliver instructional support. Other interactions or class meetings can be up to 1:200 if the full class is invited to a synchronous session or assembly. The student-teacher ratio is fluid based on the nature of the student-teacher interaction. The student-teacher ratio numbers are the average ratios among the cyber charter schools and all district virtual programs. Actual program ratios may be above or below the aggregated average.

STUDENT COMPLETIONS AND PROMOTIONS

- **Student completions (percent completions and percent successful completions) and promotion rates in total and by subgroup*. Student completion calculations are to include all students who are enrolled for more than 14 calendar days in a course.**

Subgroup Completion and Promotion in District Virtual Instruction Programs

Percent of Subgroup Completions and Promotions by School Year		
District Virtual Instruction Program		
Subgroup	SY2022-2023	SY2023-2024
English Language Learner	100%	100%
Free & Reduced Lunch Eligible'	99.55%	91%
Special Education	100.00%	100.00%
504 Plan	100.00%	100.00%
Gifted or Talented	100.00%	100.00%

EXHIBIT 4

Subgroup Completion and Promotion in Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF)

	FLCCA		DAOF	
	% of Completions/Promotions		% of Completions/Promotions	
Subgroups	**SY22-23**	**SY23-24**	**SY22-23**	**SY23-24**
English Language Learner	85.33%	95.92%	94.32%	96.31%
Free & Reduced Lunch Eligible[1]	95.56%	91.79%	95.27%	95.61%
Special Education	92.70%	93.47%	96.69%	95.34%
504 Plan	94.02%	95.65%	96.29%	96.39%
Gifted or Talented	99.39%	98.72%	99.06%	98.43%

[1] Where any of the following phrases are used throughout this document, the subsequent information contained in this footnote is to be considered applicable: "Free & Reduced Lunch Eligible"; "Free/Reduced Lunch Students"; "Economically Disadvantaged"; and "economically disadvantaged students." Laws and regulations vary significantly from one state to the next and are constantly evolving. States sometimes change policies and practices regarding how to identify students who are economically disadvantaged. For example, determining how and which students are eligible for free and reduced-price lunch. Data shows that these students usually underperform students identified as not eligible for subsidized meals. There are several different methods of identifying students who are economically disadvantaged. Public schools must comply with state policies regarding identification and reporting of students who are economically disadvantaged. State online schools face unique challenges when identifying students who are economically disadvantaged, and our internal data may be different than state reported data on the schools.

EXHIBIT A

Completions and Promotions of Ethnic Subgroups in District Virtual Instruction Programs

In SY 23-24 we see an increase in completion/promotion percentages in the African-American population compared to the previous school year. The data also shows a steady increase in completion/promotion percentages overall from SY 19-20 to SY 22-23.

District VIP Completions and Promotions for Ethnic Subgroups							
District Virtual Instruction Program							
SY2022-2023				SY2023-2024			
Ethnic Subgroup	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion	Ethnic Subgroup	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion
African-American	129	133	97%	African-American	97	98	99%
American Indian or Alaska Native	1	1	100%	American Indian or Alaska Native	2	2	100%
Asian	35	35	100%	Asian	29	29	100%
Hispanic	234	234	100%	Hispanic	179	179	100%
Multi-racial	29	29	100%	Multi-racial	25	25	100%
Native Hawaiian or Other Pacific Islander	2	2	100%	Native Hawaiian or Other Pacific Islander	2	3	67%
White or Caucasian	235	240	98%	White or Caucasian	185	193	96%
Grand Total	665	674	99%	Grand Total	519	529	98%

EXHIBIT

Completions and Promotions for Ethnic Subgroups for Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF)

In the academic school year 2022-23, FLCCA achieved a 94.17% completion and promotion rate. In the following school year, 2023-24, the rates increased to 94.62%. FLCCA is dedicated to enhancing successful completions by offering consistent academic support to help every student reach their full potential.

**No students

School Year 2022-2023 Completions and Promotions for Ethnic Subgroups at FLCCA			
Ethnic Subgroups	**# of Students that Completed Coursework and were Promoted**	**Total # of Students Participating**	**Completion/ Promotion**
African-American	395	418	94.49%
American Indian or Alaska Native	39	41	95.12%
Asian	73	75	97.33%
Hispanic	575	613	93.80%
Multi-racial	198	219	90.41%
Native Hawaiian or Other Pacific Islander	26	27	96.29%
White or Caucasian	714	752	94.94%
Grand Total	2020	2145	94.%

School Year 2023-2024 Completions and Promotions for Ethnic Subgroups at FLCCA			
Ethnic Subgroups	**# of Students that Completed Coursework and were Promoted**	**Total # of Students Participating**	**Completion/ Promotion**
African-American	857	904	94.80%
American Indian or Alaska Native	64	67	95.52%
Asian	93	96	96.88%
Hispanic	750	785	95.54%
Multi-racial	198	219	90.41%
Native Hawaiian or Other Pacific Islander	45	45	100%
White or Caucasian	1795	1899	94.52%
Grand Total	2567	2713	94.62%

*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

**No students

DAOF recently completed its fifth year with students during the 23-24 school year. Data is provided below for the 22-23 and 23-24 school years to represent the shift to our new state standards. During the 22-23 school year, DAOF's completion/promotion rate was roughly 91% but increased during the 23-24 school year to nearly 96%, with increases in completion/promotion in each subgroup.

School Year 2022-2023 Completions and Promotions for Ethnic Subgroups at DAOF

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion
African-American	1160	1262	91.92%
American Indian or Alaska Native	25		100%
Asian	69	82	84.15%
Hispanic	1324	1437	92.14%
Multi-racial	404	439	92.03%
Native Hawaiian or Other Pacific Islander	19	21	90.48%
White or Caucasian	1571	1750	89.77%
Grand Total	4572	5016	91.15%

School Year 2023-2024 Completions and Promotions for Ethnic Subgroups at DAOF

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion
African-American	1075	1121	96.82%
American Indian or Alaska Native	29	30	97.97%
Asian	74	78	97.06%
Hispanic	1280	1307	95.80%
Multi-racial	449	466	96.18%
Native Hawaiian or Other Pacific Islander	23	25	97.88%
White or Caucasian	1598	1641	95.34%
Grand Total	4528	4668	95.94%

SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES

Student, teacher, and school performance accountability outcomes of your virtual program/school. Please include, at minimum, student standardized assessment results in total and by subgroup* (also provide name of assessment), state assessment results, if available, by total and subgroup, percent of teacher evaluations based on student performance, school grades, if applicable; other school/program ratings, dropout rates, graduation rates.

** Subgroups to include students from major racial and ethnic groups, economically disadvantaged students, students with disabilities, and students with limited English proficiency.*

District Virtual Instruction Programs Performance on State Assessments in English Language Arts and Mathematics for 2022-2023 – 2023-2024 compared to overall state results.

Results for English Language Arts indicate that the District Virtual Instruction Programs outperformed state results in all grade levels in SY 23-24.

ELA Proficient by Grade Level

	2022-2023			2023-2024		
	K12 FL LLC District VIP	State Results	Difference Between District VIP and State	K12 FL LLC District VIP	State Results	Difference Between District VIP and State
Grade Level	% Proficient	% Proficient	Difference in percentage points	% Proficient	% Proficient	Difference in percentage points
3rd Grade	54.55%	50.00%	4.55%	68.85%	55.00%	13.85%
4th Grade	51.35%	58.00%	-6.65%	67.35%	53.00%	14.35%
5th Grade	65.82%	54.00%	11.82%	62.07%	55.00%	7.07%
6th Grade	68.89%	47.00%	21.89%	85.71%	54.00%	31.71%
7th Grade	76.47%	47.00%	29.47%	70.00%	50.00%	20.00%
8th Grade	75.00%	47.00%	28.00%	76.00%	51.00%	25.00%
9th Grade	62.96%	48.00%	14.96%	75.00%	53.00%	22.00%
10th Grade	60.61%	50.00%	10.61%	62.96%	53.00%	9.96%

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Mathematics proficiency levels were above state proficiency levels for 6th - 8th grade, as well as in Geometry. Although 3rd & 4th graders fell below state proficiency, there was a significant improvement when compared to the 22-23SY state comparison.

Math Proficient by Grade Level

	2022-2023			2023-2024		
	K12 FL LLC District VIP	State Results	Difference Between District VIP and State	K12 FL LLC District VIP	State Results	Difference Between District VIP and State
Grade Level	% Proficient	% Proficient	Difference in percentage points	% Proficient	% Proficient	Difference in percentage points
3rd Grade	40.26%	59.00%	-18.74%	52.46%	60.00%	-7.54%
4th Grade	39.73%	61.00%	-21.27%	52.08%	58.00%	-5.92%
5th Grade	45.57%	55.00%	-9.43%	40.35%	56.00%	-15.65%
6th Grade	55.56%	54.00%	1.56%	67.86%	56.00%	11.86%
7th Grade	70.59%	48.00%	22.59%	70.00%	47.00%	23.00%
8th Grade	71.88%	55.00%	16.88%	68.75%	54.00%	14.75%
Algebra 1	36.36%	32.00%	4.36%	55.00%	55.00%	0.00%
Geometry	50.00%	45.00%	5.00%	57.14%	53.00%	4.14%

EXHIBIT

District Virtual Instruction Program Demographics and Proficiency Results

As demonstrated in the chart below, the District Virtual Instruction Programs saw an increase of proficiency in the 23-24 SY for the student population as a whole, as well as for all individual demographic groups, except for the English Language Learners (2.07% decrease). The District VIPs saw the greatest positive shift in ELA proficiency scores for Economically Disadvantaged students (26.84% increase), and Students of Multiple Races (33.08% increase).

ELA Percent Proficient by Demographics - All Grades				
Demographics	**2022-2023**	**# of Students**	**2023-2024**	**# of Students**
All Students	63.64%	418	69.30%	316
Economically Disadvantaged	30.30%	33	57.14%	28
Students with Disabilities	40.38%	52	48.00%	25
English Learners	65.71%	35	63.64%	11
White/Caucasian	53.96%	139	59.13%	115
African American	54.29%	70	60.00%	55
Hispanic	73.83%	149	78.38%	111
Asian	90.00%	20	94.74%	19
American Indian/Alaskan Native	*	*	*	*
Native Hawaiian or other Pacific Islander	*	*	*	*
Students of Multiple Races/Multiracial	52.63%	19	85.71%	14

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*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

The Mathematics proficiency scores for the 23-24SY District Virtual Instruction Programs show an increase when compared to the 22-23SY for students overall, with the greatest positive shift in scores for Economically Disadvantaged (39.23% increase). All other groups show a steady increase, except for English Learners (8.12% decrease) and African American students (3.48% decrease).

Math Percent Proficient by Demographics - All Grades				
Demographics	**2022-2023**	**# of Students**	**2023-2024**	**# of Students**
All Students	49.56%	339	55.31%	311
Economically Disadvantaged	32.65%	49	71.88%	64
Students with Disabilities	30.00%	30	39.29%	28
English Learners	53.57%	28	45.45%	11
White/Caucasian	36.99%	146	51.75%	114
African American	32.79%	61	29.31%	58
Hispanic	55.20%	125	68.57%	105
Asian	88.89%	18	94.44%	18
American Indian/Alaskan Native	*	*	*	*
Native Hawaiian or other Pacific Islander	*	*	*	*
Students of Multiple Races/Multiracial	42.11%	19	42.86%	14

EXHIBIT A

*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF)
Performance on Statewide Assessments for school year 2022-2023 and 2023-2024. Grade level and Subgroup Performance

in English Language Arts

Beginning with the 2022-2023 school year, Florida implemented new statewide, standardized assessments in English Language Arts (ELA) and Mathematics. The Florida Assessment of Student Thinking (FAST) and Algebra 1 and Geometry end-of course (EOC) assessments are aligned with the new Benchmarks for Excellent Student Thinking (B.E.S.T.) content standards.

On October 18, 2023, the Florida State Board of Education established the Achievement Level standards for the FAST and B.E.S.T. assessments. The 2022-2023 and 2023-2024 results shown below are aligned to the new scores. Therefore, the results from the B.E.S.T. assessments **cannot be compared** to the former ELA and Mathematics assessments used from 2015-16 through 2021-22 that were aligned with the Florida Standards and reported on a different scale with different cut scores.

ENGLISH LANGUAGE ARTS
2023 - 2024 Data - State

51%	55%
52%	53%
50%	55%
50%	54%
47%	50%
48%	51%
48%	53%
47%	53%
49%	53%

ENGLISH LANGUAGE ARTS 2023 - 2024 Data - FLCCA@Clay

*	*
*	*
*	
*	
*	53%
52%	*
48%	34%
55%	42%
55%	42%

ENGLISH LANGUAGE ARTS
2023 to 2024 Data - FLCCA@Duval

48%	38%
40%	40%
47%	33%
41%	49%
46%	43%
32%	39%
46%	41%
49%	42%
43%	41%

ENGLISH LANGUAGE ARTS
2023 to 2024 Data - FLCCA@Osceola

41%	39%
40%	37%
39%	35%
41%	44%
36%	47%
43%	45%
*	*
*	*
39%	42%

ENGLISH LANGUAGE ARTS 2023 to 2024 Data - DAOF		
	33%	41%
	41%	38%
	36%	33%
	37%	47%
	41%	42%
	42%	41%
	46%	43%
	41%	39%
	39%	41%

EXHIBIT 4

English Language Arts Subgroup Data – 2022-2023 and 2023-2024

ENGLISH LANGUAGE ARTS: % PROFICIENT Subgroup Data							
56%	42%	44%	41%	40%	42%	40%	41%
*	23%	38%	17%	38%	42%	35%	38%
7%	17%	11%	13%	13%	21%	14%	18%
*	0%	8%	*	*	22%	12%	12%
62%	46%	41%	40%	41%	45%	41%	40%
44%	44%	45%	42%	32%	35%	32%	35%
50%	31%	43%	39%	36%	41%	41%	43%
*	*	*	*	*	*	52%	51%
*	*	*	*	*	*	NA	*
*	*	*	*	*	*	NA	*

EXHIBIT

* To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

NA: Data that is "NA" is due to subgroups with small student counts.

Grade level and Subgroup Performance in Mathematics

Beginning with the 2022-2023 school year, Florida implemented new statewide, standardized assessments in English Language Arts (ELA) and Mathematics. Florida Assessment of Student Thinking (FAST) and undated Algebra 1 and Geometry end-of course (EOC) assessments aligned with the new Benchmarks for Excellent Student Thinking (B.E.S.T.) content standards. On October 18, 2023, the State Board of Education established the Achievement Level standards for the FAST and B.E.S.T. assessments. The 2022-2023 and 2023-2024 results shown below are aligned to the new scores.
Therefore, the results from the 2022-2023 and 2023-2024 B.E.S.T. assessments **cannot be compared** to the former ELA and Mathematics assessments used from 2015-16 through 2021-22 that were aligned with the Florida Standards and reported on a different scale with different cut scores.

MATHEMATICS
2023 to 2024 Data - State

57%	60%
58%	58%
52%	56%
49%	56%
51%	53%
63%	65%
50%	53%
46%	52%
51%	55%

MATHEMATICS
2023 to 2024 Data - FLCCA@Clay

*	*
*	*
*	*
*	*
*	*
56%	67%
25%	13%
36%	26%
31%	21%

MATHEMATICS 2023 to 2024 Data - FLCCA@Duval		
	19%	19%
	23%	9%
	18%	9%
	26%	29%
	25%	31%
	34%	24%
	24%	15%
	33%	28%
	26%	22%

MATHEMATICS 2023 to 2024 Data - FLCCA@Osceola		
	19%	15%
	21%	16%
	20%	11%
	22%	22%
	30%	29%
	38%	21%
	50%	30%
	*	*
	23%	21%

MATHEMATICS 2023 to 2024 Data - DAOF		
	14%	22%
	22%	16%
	12%	12%
	28%	22%
	29%	30%
	34%	27%
	29%	25%
	21%	27%
	25%	24%

EXHIBIT

Mathematics Subgroup Proficiency – 2022-2023 and 2023-2024

[redacted]	31%	21%	26%	22%	26%	21%	25%	24%
	20%	*	20%	19%	19%	20%	18%	20%
	18%	7%	11%	16%	9%	20%	10%	8%
	27%	*	*	13%	17%	12%	10%	11%
	37%	21%	25%	24%	24%	27%	25%	24%
	22%	21%	18%	20%	14%	9%	13%	16%
	25%	20%	25%	24%	24%	20%	23%	24%
	*	*	*	*	*	*	45%	59%
	*	NA	*	*	*	*	20%	20%
	*	NA	*	*	*	NA	NA	*

* To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

NA: Data that is "NA" is due to subgroups with small student counts.

Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF) Science proficiency by grade and compared by year.

Science 2022-2023 to 2023-2024 Comparison		
*	40%	NA
50%	33%	-17%
74%	55%	-19%
30%	13%	-17%
13%	18%	+5%
61%	52%	-9%
31%	24%	-7%
15%	14%	-1%
71%	74%	-3%
15%	16%	+1%
27%	25%	-2%
36%	48%	+12%

Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF) Social Studies proficiency by grade and compared by year

Social Studies 2023 to 2024 Comparison		
44%	46%	+2%
63%	44%	-19%
59%	42%	-17%
44%	54%	+10%
41%	51%	+10%
NA	NA	NA
39%	45%	+6%
45%	51%	+6%

EXHIBIT A

SCHOOL GRADES

In 2015-2016, 2016-2017, 2017-2018, and 2018-2019, K12 Florida L.L.C. maintained a school grade of "B". There were no assessments or school grades calculated in the State in SY2019-2020 due to
Covid. In SY2020-2021, the first assessment year after Covid, K12 Florida L.L.C., as other virtual schools in Florida, did not receive a school grade per FDOE Emergency Order No. 2021-EO-02. In SY2021-2022, K12 Florida L.L.C.'s school grade was "I" (Incomplete) due to not testing 95% or more students. Informational Baseline School Grades for SY2022-2023 were released by FLDOE in December 2023 using the new assessment cut scores. It should also be noted that due to a change in statute, what was previously known as a VIP provider's "school" grade, based upon the aggregate assessment scores of all students served by the provider statewide, was renamed the provider's "district" grade. All references to SY 2022-2023 and subsequent school years will refer to the provider's district grade. Due to the first year implementation of the B.E.S.T. standards and new assessments in SY2022- 2023, the SY2022-2023 grades were for "information only" since learning gains could not be calculated. K12 Florida L.L.C.'s Informational Baseline District Grade for SY2022-2023 was a
"C". K12 Florida L.L.C.'s SY2023-2024 district grade was a "D". K12 Florida L.L.C. was not disqualified pursuant to s. 1002.45(7), F.S. Based on guidance from FLDOE, K12 Florida L.L.C. assisted schools and districts served by K12 Florida L.L.C. with their School Improvement Plans, as needed.

In 2024, the FLDOE adopted a new grading scale for Elementary schools and for Middle, High, and Combination schools. Digital Academy of Florida received its first standalone school grade in 2023, however not all components were included in the calculation. In 2024, the FLDOE released the DAOF school grade to include all components where enough data was available. The 2024 school grade for DAOF is a "D" or 41% of points.

The FLCCAs each receive grades using the FLDOE Accountability school grade model. Each of the FLCCA's received a "C" school grade for SY2022-2023. In 2024, both FLCCA@Clay and FLCCA@Duval received a "D" and FLCCA@Osceola received a "C" using the new school grade scale.

GRADUATION RATES

The state of Florida's current graduation rate is 88%. FLCCA – Osceola had students enter ninth grade until school year 2019-2020 and received a graduation rate until those students graduated from high school. DAOF opened during the 2019-2020 school year, and the first graduation rate was calculated for students who graduated in 2022.

Please note, graduation rates are reported in the school year they count for school grades. This means the year listed below has a lag between when the students graduate and when they count for accountability purposes. Example: the 2021 graduation rate will be for students who entered ninth grade in school year 2016-2017 and graduated in 2020.

Graduation Rate 2020 - 2023 Comparison				
	94%	89%	64%	82%
	78%	94%	74%	78%
	84%	79%	NA	NA
	NA	NA	65%	59%

District VIP Graduation Rates		
	2022	2023
Calhoun	n/a	64%
Miami-Dade	n/a	93%

TEACHER EVALUATIONS

Percent of Teacher Evaluations Based on Student Performance

At least 30% of the performance objectives weight in Stride teacher evaluations is based on student performance.

DISCLOSURE WEBSITE

Provide the link to where this required disclosure information is prominently displayed on your website: (i.e., the footer of your organization's main webpage):
https://www.k12.com/

State Board of Education

Ben Gibson, *Chair*
Ryan Petty, *Vice Chair*
Members
Esther Byrd
Grazie P. Christie
Daniel P. Foganholi, Sr.
Kelly Garcia
MaryLynn Magar

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Manny Diaz, Jr.
Commissioner of Education

MEMORANDUM

TO: School District Superintendents

FROM: Paul O. Burns, Ed.D.

DATE: April 11, 2025

Contact Information:
Stephen Bochnia
850-245-9617
Stephen.Bochnia@fldoe.org
DPS: 2025-20

SUBJECT: List of Providers for School District Virtual Instruction Programs

Section 1002.45, Florida Statutes, establishes Virtual Instruction Programs (VIP) and requires all school districts to provide a VIP to eligible students. To provide this option for their students, districts may:

- Contract with Florida Virtual School;
- Establish a franchise of Florida Virtual School;
- Contract with an approved VIP provider; or
- Enter into an agreement with another district or virtual charter school.

The statute also requires the Department to annually publish a list of providers approved to offer virtual instruction programs. Providers seeking approval must submit an electronic application to the department. The application review for VIP providers seeking approval for the 2025-26 school year is complete. The following providers are approved:

- ACCEL Online East (Grades K-12) Renewed
- Connections Education of Florida, LLC (Grades K-12) Renewed
- Imagine Learning (Grades K-12) Renewed
- K12 Florida, LLC (Grades K-12) Renewed
- K12 Preparatory Academy (Grades 9-12) New
- Optima Academy Online (Grades K-12) Renewed

To see a complete list and for additional information, please visit http://www.fldoe.org/schools/school-choice/virtual-edu/provider-resources/approved-providers/.

PB/sb

EXHIBITS

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO VENDOR AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

K12 FLORIDA L.L.C.
(hereinafter referred to as "Vendor"),
a Delaware limited liability company,
whose principal place of business is
11720 Plaza America Drive, 9th Floor
Reston, VA 20190

RECITALS

A. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on July 1, 2025, and expires on June 30, 2026, regarding AGR25-180 Virtual Instruction Program, K12 Florida L.L.C. ("Agreement"); and

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS**, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2026, through June 30, 2027, through this First Amendment to Agreement ("First Amendment").

D. **WHEREAS,** pursuant to SBBC Policy 3800, Section III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2026 ("Effective Date"), through June 30, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Cost and Payment**.

(a) Cost. The cost to SBBC for the commodities and/or services under this First Amendment is Four Hundred Fifty Thousand Dollars and 00/100 Cents ($450,000.00).

(b) Payment. Shall be made in accordance with Section 2.03(b) and (c) of the Agreement.

4. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment to Agreement; then
(b) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

K12 Florida L.L.C.

ATTEST:

By: _____
Signature

_____
Corporate Secretary Signature
Print Name: _____

Print Name: Patrick Neeman

-or-

Title: SVP Finance

_____
Witness Signature
Print Name: Jason Joseph

Date: _____

_____
Witness Signature
Print Name: Ajuanae Nelson

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/19/2026 (*date*) by Patrick Neeman (*name of officer or agent, title of officer or agent*) of SVP Finance K12 Florida LLC (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (type of identification) as identification and who did first take an oath this 19th day of May, 2026.

My Commission Expires:

_____
Notary Public Signature

(SEAL)

Sasha Pratul Patel
Printed Name of Notary

00 396651
Notary's Commission No.

SASHA PRATUL PATEL
NOTARY PUBLIC
REGISTRATION # 00396651
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JULY 31, 2029

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-18.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-071 – Title I Annual STEMFest (Flying Classroom)
ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The Flying Classroom, LLC, and the additional budget authority of $105,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by GrayRobinson, P.A. as Cadre Counsel to the

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Original Agreement
First Amendment

FINANCIAL IMPACT:

$105,000. The funding for this item is included in the Title I, Part A Grants budget .

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

AGR26-071 – Title I Annual STEMFest (Flying Classroom)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The Flying Classroom, LLC, and the additional budget authority of $105,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Supports ESEA Section 1116(a)(3)(A)-Requiring that an LEA with a Title I allocation that exceeds $500,000 must reserve at least 1% of their allocation for parent and family engagement activities.
If the School Board votes "Yes"	• If the School Board votes yes, the Federal Programs department will host three STEMFests, facilitated by The Flying Classroom, LLC, which expose students to careers in science, technology, engineering, and mathematics.
If the School Board votes "No"	• If the School Board votes no, the Federal Programs department will not host three STEMFests, facilitated by The Flying Classroom, LLC, and students will go without any exposure to any careers in science, technology, engineering, and mathematics.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Participation in the Annual STEMFests has demonstrated consistent and measurable growth over time, increasing from 339 students in June 2024 to 591 students in June 2025. Building on this upward trend, attendance reached over 800 students by June 2026. As a measurable outcome, the initiative will continue to expand access and engagement, with a targeted goal of reaching at least 1,000 students by June 2027. This continued growth reflects a commitment to increasing student participation and broadening exposure to high-quality STEM learning opportunities year over year.

Background/History:
The purpose of the annual SBBC Federal Programs department's STEMFest is to foster an environment of student and parental engagement centered around the fields of Science, Technology, Engineering, and Mathematics. Specifically, the program aims to raise STEM field awareness to SBBC Federal Program's students and parents in hopes of increasing minority representation in STEM. Program efficacy is measured by attendee participation and survey respondents' sentiments. The Federal Programs Department has partnered with The Flying Classroom, LLC, to host annual STEMFests to facilitate student investigation into core STEM areas while seamlessly correlating subject matter across all core subjects. Students receive academically aligned STEM+ experiences and instruction while enhancing their abilities to collaborate, engage in critical thinking, communicate proficiently, and employ creativity to solve problems.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 1, 2026, through June 30, 2027
Multi-Year Agreement:	Yes, this Agreement was originally for one year, with the option of three additional one-year renewal periods. Through this First Amendment, the first of three renewals is exercised.
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method:** Pursuant to Purchasing Policy 3800, Section III (D), and Rule 6A -1.012, 11(b) and 14, Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials and for library and refence books, and printed library cards were such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a government agency, or a recognized, or a recognized educational institute.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. The funding for this item is included in the Title I, Part A Grants budget in the amount of $105,000.
2. This expenditure will apply to Fiscal Year 2026-2027 and supports the Federal Programs Department and students attending Title I-funded schools.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/1/2026 - 6/30/2027	12 months	$105,000

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY27	12 months	Title I, Part A	$105,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	By approving this Agreement, the Federal Programs department will host three STEMFests, facilitated by The Flying Classroom, LLC. exposing students to careers in science, technology, engineering, and mathematics.
School Selection /Prioritization	The Annual STEMFest is a District-wide event open to all Title I-funded schools, ensuring equitable access and opportunities for every student to engage in high-quality STEM learning experiences.
Community/ Stakeholder Engagement	Stakeholder engagement was conducted with over 300 parents of students in grades Pre-K-12. The results showed that more than 97% of parents agreed that the information and activities provided were both useful and beneficial for students.
End-User Input	Staff feedback on STEMFest has been overwhelmingly positive, with many highlighting the high level of student engagement, strong organization, and the meaningful hands-on learning experiences provided.
Technology / Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 14, 2026
Previous Bid # (Ex: 10-004R):	AGR26-071	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$210,000	**Bid Title:**	Title I Annual STEMFest (Flying Classroom)
Previous Award Total:	$105,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	10/14/2025	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	7

SPEND REPORTING	
Purchase Order(s) Spend:	$105,000
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$105,000**
Average Monthly Expenditure:	$15,000
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
126535-THE FLYING CLASSROOM LLC	N/A		$ 105,000
	PO VENDOR SPEND:		**$ 105,000**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 105,000**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2640098300	**Name** (First & Last)	Ms. Luwando Wright
Fund	4320	**Title**	Director
Functional Area	6150000000000000	**Department/School Name**	Fedral Programs
Commitment Item	53150000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/25/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-10-14	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-071 – Title I Annual STEMFest (The Flying Classroom) REVISED

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and The Flying Classroom, LLC, and the spending authority of $105,000. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement
- 2025-2026 List of Title I Schools
- Memo to Revise

FINANCIAL IMPACT:

The financial impact to the Title I, Part A Grant is $105,000. The funds will come from the Title I, Part A Grant.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Romanier D. Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Sep 30, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: October 14, 2025

By: Debra Hixon

School Board Chair

BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

October 9, 2025

TO: School Board Members

FROM: Romaneir D. Johnson
Chief Financial Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE OO-4 - AGR26-071 – TITLE I ANNUAL STEMFEST (THE FLYING CLASSROOM), FOR THE OCTOBER 14, 2025, REGULAR SCHOOL BOARD MEETING**

Attached are revisions for OO-4 - AGR26-071 – Title I Annual STEMFest (The Flying Classroom), for the October 14, 2025, Regular School Board Meeting.

- Revised Executive Summary

HH/RDJ/LW: bm
Attachment(s)

c: Senior Leadership Team

For more information, please contact:
Name: Romanier D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Recommendation to Approve the Agreement with The Flying Classroom, LLC
AGR26-071 – Title I Annual STEMFest (The Flying Classroom)

Board Meeting Date: October 14, 2025

Recommended Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and The Flying Classroom, LLC, and the spending authority of $105,000.

Is it Statutorily Required?
Yes, per Section 1002.23, Florida Statutes.

District-Zone Impact: District-wide.

Impact if the Board Voted Yes or No
If the Board votes "Yes": By approving this Agreement, the Federal Programs department will host three (3) STEMFests, facilitated by The Flying Classroom, LLC, which expose students to careers in science, technology, engineering, and mathematics.
If the Board votes "No": By not approving this Agreement, the Federal Programs department will not host three (3) STEMFests, facilitated by The Flying Classroom, LLC, and students will go without any exposure to any careers in science, technology, engineering, and mathematics.

Background/History
The purpose of the annual SBBC Federal Programs department's STEMFest is to foster an environment of student and parental engagement centered around the fields of Science, Technology, Engineering, and Mathematics. Specifically, the program aims to raise STEM field awareness to SBBC Federal Program's students and parents in hopes of increasing minority representation in STEM. Program efficacy is measured by attendee participation and survey respondents' sentiments. The Federal Programs Department has partnered with The Flying Classroom, LLC, to host annual STEMFests to facilitate student investigation into core STEM areas while seamlessly correlating subject matter across all core subjects. Students receive academically aligned STEM+ experiences and instruction while enhancing their abilities to collaborate, engage in critical thinking, communicate proficiently, and employ creativity to solve problems.

Agreement Term: Commencing on October 14, 2025, through June 30, 2026; and may be extended for four (4) additional one (1) year periods; Emerging/Small Minority/Veteran/Women Business Enterprise Vendor(s): None.

REVISED

Alignment to 2027 Goals and Guardrails
Goal 1: Early Literacy Proficiency
Goal 2: Algebra Proficiency
Goal 3: Science Proficiency
Guardrail 2: Equity
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment
In June 2024, approximately three hundred thirty-nine (339) students attended the Annual STEMFests.
In June 2025, approximately five hundred ninety-one (591) students attended the Annual STEMFests.
By June 2026, eight hundred (800) students will be in attendance at the Annual STEMFests.

Financial Impact, Funding Source & Budget Status
The financial impact to the Title I, Part A Grant is $105,000. The funds will come from the Title I, Part A Grant.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source (s)	AMOUNT	TERM (months)
Agreement - original spending authority request	10/14/25	~~N/A~~ **Yes**	Grant	$105,000	9
Total Agreement Amount				**$105,000**	**9**

Is this a multi-year contract? Yes/No
No – There is no additional cost savings or operational efficiencies identified.

Procurement Method
Pursuant to Purchasing Policy 3800, Rule 6A -1.012, I I(b), Florida Administrative Code and Purchasing Policy 3800 III{D) authorized the purchase of competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instruc-tional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape re-cordings, digital recordings, or similar audio-visual materials, and for library and refer-ence books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution without competi-tive solicitations.

Impact on Schools
By approving this Agreement, the Federal Programs department will host three (3) STEMFests, facilitated by The Flying Classroom, LLC. Exposes students to careers in science, technology, engineering, and mathematics.

If there is an impact on schools, how will schools be selected/prioritized?
The Annual STEMFest is a District-wide event open to all Title I funded schools, ensuring equitable access and opportunities for every student to engage in high-quality STEM learning experiences.

If Applicable: Was a Survey Conducted? What Were the Results?
Yes, a survey was conducted with over three hundred (300) parents of students in grades Pre-K - 12. The results showed that more than ninety-seven percent (97%) of parents agreed that the information and activities provided were both useful and beneficial for students.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle
N/A

If Applicable: Additional Backup:
Attached to the item is the list of Title I Schools.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-071	**Preparation Date:**	July 29, 2025
Previous Bid # (Ex: 10-004R):	AGR25-068	**Buyer/PA:**	Belinda Defoor
New Bid Award Total:	$105,000	**Bid Title:**	Title I Annual STEM Fest
Previous Award Total:	$70,000		
Bid Type:	NEW AGREEMENT		
Previous Bid Term (Start Date):	N/A	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	N/A	**# of Months Into Bid:**	0

SPEND REPORTING	
Purchase Order(s) Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
This FAW has been created for funding source coding Only.		
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

FUND	GRANT	WB#	COMMITMENT ITEM	FUNCTIONAL AREA
4230	C98300001.2526	C9830000126.9830D	53150000 (0ver $6,000)/53160000 (under $6,000)	6150000000000000

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	See Above	**Name** (First & Last)	Luwando Wright
Fund		**Title**	Director
Functional Area		**Department/School Name**	Title I & Special Programs
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**7/29/2025**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE FLYING CLASSROOM, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
14850 NW 44th Court, Suite 202, Opa Locka, Florida 33054

RECITALS

A. **WHEREAS,** SBBC's Federal Programs department, provides leadership and technical assistance to schools within Broward County, Florida and local operating agencies to implement programs and services that ensure that all children have a fair, equal and significant opportunity to obtain a high-quality education.

B. **WHEREAS**, the promotion and integration of Science, Technology, Engineering, and Mathematics (STEM) education are essential to preparing students for the challenges of the future, fostering critical thinking, creativity, and innovation that are key drivers of economic growth and competitiveness.

C. **WHEREAS,** collaboration among educational institutions, community organizations, businesses, and government entities is vital to effectively implement and sustain high-quality STEM programs that are inclusive and accessible to all students, particularly those in under-resourced and underserved Federal Programs schools.

D. **WHEREAS**, the VENDOR will provide three (3), four (4) hour STEMFest events in celebration of science, technology, engineering, and mathematics (STEM) that provides an opportunity for engagement and exchange of creative ideas between District, Charter and private K-12 students enrolled in Federal funded programs, their parents or guardians, and local STEM professionals and aviation industries.

E. **WHEREAS**, Pursuant to Rule 6A -1.012, l l(b), Florida Administrative Code and Purchasing Policy 3800 III(D) authorized the purchase of competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution without competitive solicitations.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2026, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for four (4) additional one (1) year periods.

2.2 **Scope of Service.** Description. The VENDOR shall host three (3), four (4) hour STEMFest events for District, Charter, and private K-12 students enrolled in federal funded programs, their parents or guardians as specifically described below. Each of the three (3) STEMFest events shall contain the following:

2.2.1 VENDOR Presentation and Meet and Greet. VENDOR shall provide a presentation by two-time Guinness World Record Holder and National Geographic Explorer Captain Irving shall deliver an engaging presentation to District, Charter, and private K-12 students enrolled in federal funded programs and their parents or guardians, who have pre-registered for the event. During his presentation, Captain Irving shall describe his personal experiences and explorations around the world that encompass Flying Classroom lessons/expeditions. Captain Irving shall lead various STEM activities and engineering/experimental design challenges throughout the event day. Captain Irving shall also have a Meet and Greet Book Signing.

2.2.2 VENDOR STEM+ Expedition Instructors, Support Staff, and Volunteers. At each event, VENDOR shall provide a minimum of four (4) STEM+ Expedition Instructors, and sufficient amount of Support Staff and Volunteers for each event. The STEM+ Expedition Instructor will be responsible for ensuring students enrolled in federal funded schools and their parents or guardians, who have pre-registered for the event are engaged and complete their engineering/experimental design challenges. VENDOR STEM+ Expedition Instructors, Support Staff, and volunteers shall provide direct instruction to District, Charter, and private students enrolled in federal funded programs ("students") and their parents or guardians, who have pre-registered for the event who attend each of the sessions. VENDOR STEM+ Expedition Instructors and Support staff shall provide guidance and facilitate a large variety of STEM activities that contain academic content for all students, through engaging videos, hands-on lessons, trivia, polls and more.

2.2.3 STEM + Educational Materials, delivery of materials and set up at the location for each event participant.

2.2.4 Materials and supplies for engineering design challenges/project-based learning station activities.

2.2.5 Touch The Sky materials. VENDOR shall provide materials (e.g. books) for each event participant.

2.2.6 Event Videographer and Photographer. VENDOR shall provide a minimum of one (1) videographer and one (1) photographer to capture photos and video footage at each event to capture the students engaged in all of the STEM+ activities at each of the events. VENDOR shall provide SBBC with any and all photos and video footage for the purpose of SBBC including some on its social media platforms. This event will take place offsite on Saturdays and be videotaped. This event will take place offsite on Saturdays and be videotaped.

2.2.7 Technology/Equipment Rental. VENDOR shall procure any and all technology equipment to successfully conduct the three (3) four (4) hour STEMFest events under this Agreement. Such technology/equipment shall include, but not be limited to, simulators, monitors, sound equipment for public address systems, and the like.

2.2.8 Event Coordination and Location. VENDOR shall supply any and all equipment and services necessary to successfully host the three (3) four (4) hour STEMFest events under this Agreement. Such equipment and services shall include, but not be limited to, tents, tables, chairs, appropriate signage, security, and the like. VENDOR shall also secure the location of all STEMFest events as follows:

2.2.9 Fall 2025. The location of the first STEMFest event shall take place fall 2025, on a date and time determined by SBBC, at the Broward Aviation Institute, 7200 Pines Boulevard, Pembroke Pines, Florida 33024.

2.2.10 Winter 2026. The location of the second STEMFest event shall take place winter 2026, on a date and time determined by SBBC, at the Pompano Beach Airpark located at 1001 NE 10th Street Pompano Beach, Florida 33060.

2.2.11 Spring 2026. The location of the third STEMFest event shall take place spring 2026, on a date and time determined by SBBC, at the Fort Lauderdale Executive Airport (FXE) located at 2020 Executive Airport Way, Fort Lauderdale, Florida 33309.

2.3 **Cost.** The total cost to SBBC for the commodities and services under this Agreement for the original term of this Agreement is a total of One Hundred Five Thousand Dollars and 00/100 Cents ($105,000.00) as outlined below.

2.3.1 VENDOR Presentation and Meet and Greet. Two Thousand, Five Hundred Dollars and 00/100 Cents ($2,500.00) per event for a total of Seven Thousand, Five Hundred Dollars and 00/100 Cents ($7,500.00).

2.3.2 VENDOR Instructors and Support Staff. Seven Thousand, Five Hundred Dollars and 00/100 Cents ($7,500.00) per event for a total of Twenty-Two Thousand Five Hundred Dollars and 00/100 Cents ($22,500.00).

2.3.3 STEM + Educational Materials, delivery of materials and set up at the location for each event participant. Six Thousand Dollars and 00/100 Cents ($6,000.00) per event for a total of Eighteen Thousand Dollars and 00/100 Cents ($18,000.00).

2.3.4 Materials and supplies for engineering design challenges/project- based learning station activities. Seven Thousand Dollars and 00/100 Cents ($7,000.00) per event for a total of Twenty-One Thousand Dollars and 00/100 Cents ($21,000.00).

2.3.5 "Touch the Sky" materials. Five Thousand Dollars and 00/100 Cents ($5,000.00) per event for a total of Fifteen Thousand Dollars and 00/100 Cents ($15,000.00).

2.3.6 Event Videographer and Photographer. Two Thousand Dollars and 00/100 Cents ($2,000.00) per event for a total of Six Thousand Dollars and 00/100 Cents ($6,000.00).

2.3.7 Technology and Equipment Rental. Two Thousand Dollars and 00/100 Cents ($2,000.00) per event for a total of Six Thousand Dollars and 00/100 Cents ($6,000.00).

2.3.8 Event Coordination and Event Location. Three Thousand Dollars and 00/100 Cents ($3,000.00) per event for a total of Nine Thousand Dollars and 00/100 Cents ($9,000.00).

2.4 **Payment**.

2.4.1 Subsequent to the Effective Date of this Agreement SBBC will issue an appropriate purchase order to VENDOR.

2.4.2 VENDOR shall submit proper and appropriate invoices to the following address:

Federal Programs Department
The School Board of Broward County, Florida
Luwando Wright, Director
Luwando.wright@browardschools.com
701 NW 31st Avenue
Lauderhill, Florida 33311

2.4.3 VENDOR shall issue proper and appropriate invoices that contain reference to the STEM Fest provided to SBBC under this Agreement, the respective cost, and respective date range as specifically stated as follows:

2.4.3.1 Subsequent to the Fall 2025 event and for satisfactory commodities and services provided under this Agreement, VENDOR shall submit a proper and appropriate invoice in the amount of Thirty-Five Thousand Dollars and 00/100 Cents ($35,000.00). VENDOR shall itemize same invoice to include any and all commodities and services for each event.

2.4.3.2 Subsequent to the Winter 2026 event and for satisfactory commodities and services provided under this Agreement, VENDOR shall submit a proper and appropriate invoice in the amount of Thirty-Five Thousand Dollars and 00/100 Cents ($35,000.00). VENDOR shall itemize same invoice to include any and all commodities and services for each event.

2.4.3.3 Subsequent to the Spring 2026 event and for satisfactory commodities and services provided under this Agreement, VENDOR shall submit a proper and appropriate invoice in the amount of Thirty-Five Thousand Dollars and 00/100 Cents ($35,000.00). VENDOR shall itemize same invoice to include any and all commodities and services for each event.

2.4.4 The Director of the Federal Programs Department or his/her designee shall approve all of the VENDOR's invoices prior to payment.

2.4.5 SBBC will pay VENDOR for all approved invoices thirty (30) calendar days after approval of same invoice.

2.5 **No Disclosure of SBBC of Education Records and Employee Records**. SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re- disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to VENDOR. Should VENDOR come into contact with confidential employee records, they may not be re-disclosed except as required or permitted by law.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, VENDOR shall:

2.6.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, VENDOR shall:

2.6.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.6.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.6.2.3 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.6.2.4 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.5 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.6.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.7 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, should VENDOR come into contact with confidential employee records during the course of contracted responsibilities, VENDOR shall:

2.7.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.7.1.2 hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.7.1.3 only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.7.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.7.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, should VENDOR come into contact with confidential employee records during the course of contracted responsibilities, VENDOR shall:

2.7.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.7.2.2 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.7.2.3 prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.7.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.7.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.8 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement

in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.8.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.8.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.8.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.8.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.8.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.8.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or commodities with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.8.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.9 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Federal Programs The School Board of Broward County, Florida 701 NW 31st Avenue Lauderhill, Florida 33311
To VENDOR:	The Flying Classroom, LLC 14850 NW 44th Court Suite 203 Opa Locka, Florida 33054

2.10 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.11 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under

penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.12 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for commodities or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for commodities or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for commodities or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.13 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this

Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.14 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.15 **Proprietary Information**.

2.15.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.15.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.16 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.16.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.16.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and

expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, commodities, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.17 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.17.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.17.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.17.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.17.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: The Flying Classroom, LLC does not own any vehicles. If The Flying Classroom, LLC acquires any vehicles during the term of the Agreement, The Flying Classroom, LLC, agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.17.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.17.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.17.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.17.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.17.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.17.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

2.17.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.17.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.18 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.19 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.20 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power,

or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and

municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 10-14-2025

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2025.09.25 11:36:08 -04'00'

Note: The Flying Classroom, LLC

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

The Flying Classroom, LLC

By: _____

Print Name: Dianella Irving

Title: Business Manager / V.P.

Date: 09/25/2025

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Winnie Wachira.

_____
Witness Signature
Print Name: Deneb Hernández

The Following Notarization is Required for Every Agreement Without Regard to Whether the VENDOR Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 25, 2025 (*date*) by Daniella Irving (*name of officer or agent, title of officer or agent*) of The Flying Classroom, LLC (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Driver License (*type of identification*) as identification and who did first take an oath this 25th day of September, 2025

My Commission Expires: 12/5/2026

_____
Notary Public Signature

(SEAL)

Notary Public State of Florida
Kristine-Marie Fennell
My Commission HH 338085
Expires 12/5/2026

Kristine-Marie Fennell
Printed Name of Notary

HH 338085
Notary's Commission No.

Established 1915
BROWARD County Public Schools

Federal Programs

2025-2026 – Title I Schools

167 Total

ELEMENTARY SCHOOLS (96)					
LOC #	**SCHOOL NAME**	**LOC #**	**SCHOOL NAME**	**LOC #**	**SCHOOL NAME**
2511	ATLANTIC WEST	0831	LAKE FOREST	1221	PEMBROKE PINES
2001	BANYAN	3591	LAKESIDE	0931	PETERS
0201	BENNETT	0621	LARKDALE	2861	PINES LAKES
0971	BOULEVARD HEIGHTS	1381	LAUDERHILL, PAUL T	2811	PINEWOOD
0811	BROADVIEW	3821	LIBERTY	0941	PLANTATION
1461	CASTLE HILL	1091	LLOYD ESTATES	0751	POMPANO BEACH
3771	CHALLENGER	2741	MAPLEWOOD	3121	QUIET WATERS
3221	CHARLES DREW	1161	MARGATE	2721	RAMBLEWOOD
1421	COCONUT CREEK	0341	MARY M. BETHUNE	0151	RIVERLAND
3741	COCONUT PALM	0841	MCNAB	1671	ROBERT C MARKHAM
0231	COLBERT	0761	MEADOWBROOK	3701	ROCK ISLAND
0331	COLLINS	0531	MIRAMAR	1851	ROYAL PALM
2551	CORAL SPRINGS ELEM	1841	MIRROR LAKE	0891	SANDERS PARK
0901	CRESTHAVEN	2691	MORROW	3061	SANDPIPER
0221	CROISSANT PARK	2671	NOB HILL	2871	SEA CASTLE
1781	CYPRESS	0561	NORCREST	1811	SHERIDAN HILLS
0101	DANIA	0521	NORTH ANDREWS	1321	SHERIDAN PARK
2801	DAVIE	1191	NORTH FORK	3371	SILVER LAKES
0011	DEERFIELD BEACH	2231	NORTH LAUDERDALE	0921	STEPHEN FOSTER
0391	DEERFIELD PARK	0041	NORTH SIDE	0691	STIRLING
0271	DILLARD	1282	NOVA BLANCHE FORMAN	0611	SUNLAND PARK
3962	DISCOVERY	1271	NOVA DWIGHT	1171	SUNSHINE
1611	DR. MARTIN LUTHER	0031	OAKLAND PARK	2621	TAMARAC
0721	DRIFTWOOD	0461	OAKRIDGE	0571	TEDDER
3301	ENDEAVOUR PRIMARY	0711	ORANGE BROOK	3291	THURGOOD MARSHALL
1641	FAIRWAY	1831	ORIOLE	1621	VILLAGE
2541	FLAMINGO	3311	PALM COVE	0321	WALKER
2631	FOREST HILLS	1131	PALMVIEW	0511	WATKINS
0121	HOLLYWOOD CENTRAL	3761	PARK LAKES	2881	WELLEBY
1761	HOLLYWOOD PARK	1951	PARK RIDGE	0161	WEST HOLLYWOOD
2531	HORIZON	3631	PARKSIDE	0631	WESTWOOD HEIGHTS
1971	JAMES S. HUNT	2071	PASADENA LAKES	0191	WILTON MANORS

MIDDLE SCHOOLS (27)					
LOC #	**SCHOOL NAME**	**LOC #**	**SCHOOL NAME**	**LOC #**	**SCHOOL NAME**
1631	ANNABEL C. PERRY PK-8	0131	GULFSTREAM ACADEMY K-8	0471	OLSEN
1791	APOLLO	2121	JAMES S. RICKARDS	0701	PARKWAY
0343	ATTUCKS	1701	LAUDERDALE LAKES	1881	PINES
2611	BAIR	1391	LAUDERHILL 6-12	0551	PLANTATION
1871	CRYSTAL LAKE	0581	MARGATE	0021	POMPANO BEACH
0911	DEERFIELD BEACH	0481	MCNICOL	2971	SILVER LAKES
0371	DILLARD 6-12	3911	NEW RENAISSANCE	0251	SUNRISE
0861	DRIFTWOOD	0881	NEW RIVER	2052	WESTPINE
3051	FOREST GLEN	1311	NOVA	1071	WILLIAM DANDY
CHARTER SCHOOLS (44)					
5015	AVANT GARDE ACAD. K-5 BROWARD	5046	FRANKLIN ACADEMY F	5391	SOMERSET ACADEMY EAST PREPARATORY
5791	AVANT GARDE ACADEMY HIGH	5010	FRANKLIN ACADEMY SUNRISE	5405	SOMERSET ACADEMY CHARTER SCHOOL MIRAMAR
5017	AVANT GARDE ACADEMY OF BROWARD	5171	IMAGINE CHARTER @ NORTH LAUDERDALE	5413	SOMERSET ACADEMY KEY MIDDLE SCHOOL
5392	BEN GAMLA CHARTER SCHOOL SOUTH BROWARD	5177	INNOVATION CHARTER	5406	SOMERSET ACADEMY MIRAMAR MIDDLE
5022	BRIDGE PREP. ACAD. OF BROWARD K-8	5852	NEW LIFE CHARTER ACADEMY	5388	SOMERSET ACADEMY POMPANO (K-5)
5116	BRIDGE PREP. ACAD. OF HOLLYWOOD HILLS	5161	NORTH BROWARD ACADEMY EXCELLENCE	5387	SOMERSET ACADEMY RIVERSIDE
5038	BROWARD MATH AND SCIENCE	5371	NORTH BROWARD ACADEMY OF EXCELLENCE MIDDLE	5419	SOMERSET ACAD. RIVERSIDE CHARTER MIDDLE
5041	CENTRAL CHARTER	5801	PANACEA PREPARATORY	5002	SOMERSET ACADEMY VILLAGE CHARTER MIDDLE
5422	CHAMPIONSHIP ACAD. OF DAVIE	5381	PARAGON ACADEMY OF TECHNOLOGY	5021	SOMERSET NEIGHBORHOOD SCHOOL
5361	CHAMPIONSHIP ACAD OF DISTINCTION @HWD.	5014	RENAISSANCE CHARTER MIDDLE @ PINES	5030	SOMERSET PINES ACADEMY
5215	CHAMPIONSHIP ACAD. OF DISTINCTION MIDDLE	5023	RENAISSANCE CHARTER SCHOOL OF PLANTATION	5003	SOMERSET PREP. ACADEMY C.S. @ N. LAUDERDALE
5355	EAGLES' NEST CHARTER ACADEMY	5048	RENAISSANCE CHARTER SCHOOL @ UNIVERSITY	5441	SOMERSET PREPARATORY CHARTER MIDDLE

CHARTER SCHOOLS …Cont'd. (45)					
LOC #	**SCHOOL NAME**	**LOC #**	**SCHOOL NAME**	**LOC #**	**SCHOOL NAME**
5356	EAGLES' NEST CHARTER MIDDLE	5710	RENAISSANCE CHARTER SCHOOL @ PINES	5004	SOMERSET VILLAGE ACADEMY
5407	EVEREST CHARTER SCHOOL	5420	RISE ACADEMY SCHOOL OF SCIENCE & TECH E&M	5400	SUNSHINE ELEMENTARY CHARTER SCHOOL
5037	FRANKLIN ACADEMY COOPER CITY			5052	WEST BROWARD ACADEMY E&M

07.01.2025 pc

Established 1915
BROWARD
County Public Schools

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE FLYING CLASSROOM, LLC
(hereinafter referred to as "**VENDOR**"),
having its principal place of business at
14850 NW 44th Court-Suite 202, Opa Locka, FL 33054

RECITALS

A. **WHEREAS**, SBBC and VENDOR entered into a Vendor Agreement that commenced on July 1, 2025, and expires on June 30, 2026 regarding VENDOR providing three (3), four (4) hour STEMFest events in celebration of science, technology, engineering, and mathematics (STEM) that provides an opportunity for engagement and exchange of creative ideas between District, Charter and private K-12 students enrolled in Federal funded programs, their parents or guardians, and local STEM professionals and aviation industries ("Agreement"); and

B. **WHEREAS,** the Agreement permits four (4) additional one (1) year extension periods; and

D. **WHEREAS,** SBBC and VENDOR wish to exercise the first of four (4) options to extend the Agreement term for a period of one (1) year commencing July 1, 2026, through June 30, 2027, through this First Amendment to Agreement ("First Amendment"); and

E. **WHEREAS,** the parties mutually desire to amend certain provisions of the Amendment through this First Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.1 of the Agreement, the term of the Agreement is hereby extended from July 1, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to section 3.5 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – sections 2.5 and 2.6 - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.5 **SBBC Disclosure of Education Records.**

2.5.1 SBBC staff will provide VENDOR with the education records in this section for the following purposes:

2.5.1.1 For vendor to photograph and videotape SBBC students attending the STEM Fest, including but not limited for use on SBBC's social media platforms and newsletters

2.5.2 VENDOR will access the following education records, via VENDOR's photographers and videographers at STEMFest Fair:

2.5.2.1 Photographs and videos of SBBC students participating in activities at the fairs.

2.5.3 SBBC will obtain and maintain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section, and for student's to be photographed and or video taped.

2.5.3.1 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in VENDOR's privacy policies if any.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.6.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

2.6.1.3 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and

email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to employees records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.6.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.6.2.3 notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.6.2.4 fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

2.6.2.5 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.6.2.6 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.6.2.7 provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

2.6.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

2.6.2.9 return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.6.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.6.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

(b) The following provisions – Section 2.21 – **are added** to the Agreement, by interlineation, as follows:

2.21 **No Disclosure of SBBC Employee Records.**

SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

4. **Cost and Payment.**

(a) Cost. The cost to SBBC for the commodities and services under this First Agreement is One Hundred Five Thousand Dollars and 00/100 Cents ($105,000.00).

(b) Payment. Upon receipt of an appropriate invoice from VENDOR, SBBC shall pay VENDOR for satisfactory commodities received and services rendered under this First Amendment as services are rendered in accordance with Section 2.3 of the Agreement.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment; then
(b) the Agreement.

Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nikki Day, B.C.S, Gray Robinson, P.A. as Cadre Counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

THE FLYING CLASSROOM, LLC

By: _____
Signature

_____
Corporate Secretary Signature

Print Name: _____

Print Name: Dianella Irving

Title: Business Manager / V.P.

-or-

_____
Witness Signature

Date: 5/19/2026

Print Name: Winnie Wachira

_____
Witness Signature

Print Name: Denob Hernandez

The Following Notarization is Required for Every Agreement Without Regard to Whether the VENDOR Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/19/2026 (*date*) by Dianella Irving (*name of officer or agent, title of officer or agent*) of The Flying Classroom, LLC (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced FL Driver License (type of identification) as identification and who did first take an oath this 19th day of May, 2026

My Commission Expires:

(SEAL)

Notary Public State of Florida
Kristine-Marie Fennell
My Commission HH 338085
Expires 12/5/2026

_____
Notary Public Signature

Kristine-Marie Fennell
Printed Name of Notary

HH 338085
Notary's Commission No.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-19.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-318 - Supplemental Software (Prisms of Reality)
ADDED

REQUESTED ACTION:

Approve the Third Amendment and Additional Budget Authority of $2,230,480 for the Agreement between The School Board of Broward County, Florida (SBBC), and Prisms of Reality, Inc., to extend the Prisms Virtual Reality (VR) program through July 31, 2027. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Third Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Second Amendment
- Third Amendment

FINANCIAL IMPACT:

$2,230,480. The Agreement will be funded through the Capital Outlay Funding Source.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 2: Algebra Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

FY24-318 - Supplemental Software (Prisms of Reality)

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Third Amendment and Additional Budget Authority of $2,230,480 for the Agreement between The School Board of Broward County, Florida (SBBC), and Prisms of Reality, Inc. to extend the Prisms Virtual Reality (VR) program through July 31, 2027.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• All middle schools and selected high schools will continue to receive access to Prisms VR as a supplemental mathematics and science instructional resource for students in grades 6–12. Teachers will continue to receive access to instructional resources, professional learning, coaching support, and the Prisms dashboard.
If the School Board votes "No"	• All middle schools and selected high schools will no longer receive access to Prisms VR as a supplemental mathematics and science instructional resource for students in grades 6–12. Teachers will not continue to receive access to instructional resources, professional learning, coaching support, and the Prisms dashboard.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 2: Algebra Proficiency • Goal 3: Science Proficiency
Measurable Outcome(s)/Return on Investment	• The continued use of Prisms of Reality to support student engagement and access to standards-aligned immersive learning experiences in mathematics and science. 2025-2026 School Year (SY) Usage Data: • 97% (307 of 315) of teachers who were formally trained in Prisms VR have actively implemented the instructional model with students. • 22,621 middle school and selected high school students have been actively engaged in learning math and science concepts through Prisms VR over the past five months.

	• Since October 2025, schools have received a total of 375 coaching days to support Prisms VR implementation • 110 unique standards-based modules have been implemented.

Background/History
This Agreement provides all middle and selected high school students with immersive VR experiential learning resources for Math and Science. The proposed Third Amendment will extend the current agreement for future planning related to immersive instructional resources.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	The original Agreement is for a term of 12 months, beginning on August 1, 2024, through July 31, 2025. The First Amendment extended the expiration date from August 1, 2025, to July 31, 2026. The Second Amendment increased only the budget authority. This Third Amendment will increase the budget authority and extend the expiration date from August 1, 2026, to July 31, 2027.
Multi-Year Agreement:	Yes, this is a multi-year agreement. The Agreement is scheduled to expire on July 31, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III, D, the Department of Education, Rule 6A-I.012(11)(b) and Florida Administrative Code, Section I010.04(4)(a), Educational Services and Copyright Materials: Pursuant to Section 6A1.012(11)(b), F.A.C., competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. Approval of this item will increase the financial impact to the District by $2,230,480 to a total of $7,380,300. The additional budget authority of $2,230,480 consists of $1,550,480 for the immersive learning technology package and $680,000 for implementation support, including coaching, professional learning, and technical support.
2. The Agreement will be funded through the Capital Outlay and General Budget Funding Sources.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 – 7/31/2027	12 months	$2,230,480

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	11 months	Capital ($1,550,480) and General Budget ($680,000) Funds	$2,230,480
FY28	1 month	N/A	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	All participating middle schools and selected high schools will continue to receive student access to Prisms licenses, teacher access to the Prisms dashboard, instructional resources, coaching support, and professional learning.

	Students will continue to engage in immersive Prisms module experiences aligned to state standards in mathematics and science. Teachers will continue to receive lesson planning resources, implementation support, and training to strengthen classroom integration of the program.
School Selection /Prioritization	All middle schools along with the following selected high schools currently participating in the Prisms VR initiative will continue implementation under this amendment: • Blanche Ely High School • Boyd Anderson High School • Coconut Creek High School • Flanagan High School • Hallandale High School • Miramar High School • Nova High School • South Plantation High School
Community/ Stakeholder Engagement	Stakeholder engagement will include collaboration among District curriculum staff, school-based administrators, participating teachers, and program partners to support implementation and ongoing review of the initiative.

End-User Input	Stakeholder Engagement included:
	• Teacher Survey
	  ○ 81% (76 of 94) of teachers reported that they would like to continue using Prisms VR for math and science, indicating strong interest in continued implementation.
	  ○ 100% (63 of 63) of teachers who have used Prisms VR during the 2025-2026 SY reported that the program has had a positive impact on their instructional practices and pedagogy.
	  ○ 100% (63 of 63) of teachers who used Prisms VR during the SY 2025-2026 reported that Prisms has a positive impact on student engagement.
	○ Principal Survey
	  ○ 97% (28 of 29) of school administrators indicated that their math and science teachers would utilize the Prisms VR licenses if purchased by the District.

Technology/Capital Expected Lifecycle/Replacement Cycle	The Prisms platform is supplemental instructional software. Any associated hardware or devices used to support implementation will follow the District's established technology lifecycle and replacement planning processes.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Second Amendment
Exhibit E: Third Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 26, 2026
Previous Bid # (Ex: 10-004R):	FY24-318	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$7,380,300	**Bid Title:**	Supplemental Software (Prisms Virtual Reality)
Previous Award Total:	$5,149,820		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	8/21/2024	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	21

SPEND REPORTING	
Purchase Order(s) Spend:	$5,149,796
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$5,149,796**
Average Monthly Expenditure:	$245,228
Unused Authorized Spending:	**$24**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
148128-PRISMS OF REALITY INC	N/A		$ 5,149,796
	PO VENDOR SPEND:		**$ 5,149,796**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 5,149,796**

NOTES (Type Below): This is coming from Capitol Funding.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	**PLEASE SEE NOTES ABOVE**	**Name** (First & Last)	Guy Barmoha
Fund	"	**Title**	Driector
Functional Area	"	**Department/School Name**	Secondary Learning
Commitment Item	"	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/25/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 28, 2024

Anurupa Ganguly, Founder and CEO
435 Brannan St., Suite 207
San Francisco, California 94107

RE: FY24-318 - Supplemental Software (Prisms Virtual Reality)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Prisms of Reality, Inc. This is the result of the School Board's approval on August 21, 2024, for Item OO-7. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Susanne Dale, Purchasing Agent II
Guy Barmoha, Director, Secondary Learning 6-12
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-08-21	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-318 – Supplemental Software (Prisms Virtual Reality)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Prisms VR in the Amount of $415,880. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement

FINANCIAL IMPACT:

$380,840. The source of funds is from the Florida Department of Education Supplemental School Improvement Grant. There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Algebra Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: August 21, 2024

By: Lori Wadell

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PRISMS OF REALITY INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
435 Brannan Street, Suite 207, San Francisco, California 94107

WHEREAS, VENDOR provides an experiential learning platform for math that uses Virtual Reality (VR) to transform the learning experience while integrating directly into core curriculum and aligning with Florida state standards; and

WHEREAS, VENDOR's team of experienced coaches provides in-person training services for teachers and administrators, along with a range of complementary virtual training services and asynchronous training and support materials; and

WHEREAS, VENDOR serves as a single-stop for providing essential hardware and software, including but not limited to VENDOR's software licenses, support services, product training, VR headsets, VR charging equipment, and Mobile Device Management (MDM) access for VR headsets; and

WHEREAS, pursuant to SBBC Policy 3800 III(E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on July 31, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

2.02 **VENDOR Responsibilities**.

(a) VENDOR shall implement its VR content & related support materials as a supplement to core math instruction at the following twelve (12) schools:

1) Blanche Ely High School
2) Boyd Anderson High School
3) Coconut Creek High School
4) Crystal lake Middle School
5) Dillard 6-12
6) Lauderdale Lakes Middle School
7) Lauderhill 6-12
8) Margate Middle School
9) Parkway Middle School
10) Pompano Beach Middle School
11) Silver Lakes Middle School
12) William Dandy Middle School

(b) VENDOR will provide twenty-five (25) days of 8 hour on-school site product training to ensure that teachers are prepared with the technical and pedagogical know-how to implement VENDOR's product in their classrooms.

(c) VENDOR will provide 3,600 student software licenses, and unlimited administrative/teacher licenses for access to VR math content.

(d) VENDOR will provide three hundred sixty (360) VR headsets and twelve (12) charging carts.

2.03 **SBBC Responsibilities**.

(a) SBBC shall utilize purchased product training sessions during the term of partnership.

(b) SBBC shall provide support to manage the implementation VENDOR's software and services.

2.04 **Cost of Services**. The total cost to SBBC for the goods and services provided under this Agreement is Three Hundred Eighty Thousand, Eight Hundred Forty Dollars and 00/100 Cents ($380,840.00) as outlined below:

HARDWARE			
Description	Cost per Unit ($)	Number of Units	Total Cost ($)
Prisms VR Headset + MDM + Preconfiguration	$599.00	360	$215,640.00
Prisms VR Headset Charging Cart	$2,500.00	12	$30,000.00
Hardware Subtotal			**$245,640.00**

PLATFORM			
Description	Cost per Unit ($)	Number of Units	Total Cost ($)
Student VR Software Licenses (Math Only)	$12.00	3,600	$43,200.00
Administrator and Teacher Licenses	Included	N/A	$0.00
LMS Integration (e.g., Clever, Canvas, Google)	Included	N/A	$0.00
Teacher Dashboard Access and Reporting	Included	N/A	$0.00
Platform Subtotal			**$43,200.00**

SUPPORT			
Description	Cost per Unit ($)	Number of Units	Total Cost ($)
On-site Product Training	$3,200.00	25	$80,000.00
Site Support (Hardware & Implementation)	$1,000.00	12	$12,000.00
Data reviews with district / school leadership	Included	N/A	$0.00
Support Subtotal			**$92,000.00**

Total	**$380,840.00**

2.05 **Payment**.
SBBC shall issue to VENDOR an appropriate Purchase Order. Subsequent to providing SBBC with the products referenced in this Agreement, VENDOR shall submit a proper and appropriate invoice in the amount of Three Hundred Eighty Thousand, Eight Hundred Forty Dollars and 00/100 Cents ($380,840.00). SBBC shall pay the same invoice within thirty (30) calendar days after receipt of goods and services.

2.06 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide VENDOR with the education records listed in this section for the following purpose(s):

1) To provide an experiential learning platform for math that uses VR
2) To administer student licenses for accessing VR modules

3) For students to access VR modules through access codes and for teachers to monitor student progress on the Teacher Dashboard while they are in VR
4) For class rostering on the Teacher Dashboard
5) For accessing the Teacher Dashboard, class rosters, and license management
6) For accessing the Administrator Dashboard

(b) SBBC will provide VENDOR with the following education records via SBBC's integration system:

1) Student First and Last name
2) Student Email address
3) Name of School
4) Student Subjects Enrolled

(c) In addition to the education records being disclosed by SBBC staff in this section, students will input their responses to assignments into VENDOR's online platform. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

(d) VENDOR is considered a "school official" with a legitimate educational interest to receive the types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(e) The requirements of this section supersede any uses and disclosures of education records or the like as listed in VENDOR's privacy policies.

2.07 **VENDOR Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Disclosure of Employee Records**.

(a) SBBC staff will provide VENDOR with the employee records in this section for the following purposes:

1) To access the Teacher Dashboard
2) To import and manage class rosters
3) To improve product development

(b) SBBC will provide VENDOR with the following employee records, via the SBBC's Integration System:

1) Teacher First and Last name
2) Teacher Email address
3) Name of School

(c) In addition to the employee records being disclosed by SBBC staff in this section, VENDOR will also have access to work and information input by employees in VENDOR's online platform.

(d) The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies.

2.09 **VENDOR's Safeguarding the Confidentiality of Employee Records**.

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,

(d) protect employee records through administrative, physical, and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section survives the termination of all performance or obligations under this Agreement.

2.10 **VENDOR Re-Disclosure of SBBC Employee Records**.

VENDOR will re-disclose the education records listed in this agreement to Vitally, Inc. and Hubspot, Inc. for the purpose of monitoring customer satisfaction and success.

2.11 **Third Party Safeguarding the Confidentiality of Employee Records**.

For any and all employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.12 **Auditing of Data Protection Controls**.

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating the VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or by any of VENDOR's subcontractors with access to SBBC data under this Agreement

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established security controls.

(c) Additionally, the VENDOR and/or the VENDOR's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. The VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.13 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.14 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Anurupa Ganguly, Founder and CEO 435 Brannan St., Suite 207 San Francisco, California 94107

2.15 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the

subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.16 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.17 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the

Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.18 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.20 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, 11th Floor, Fort Lauderdale, Florida 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.19 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital

status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.20 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.21 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.22 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.23 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.24 **Forced Labor**.

(a) Excluded Vendors - the Forced Labor Vendor List. Section 287.1346, Florida Statutes, prohibits SBBC from awarding a contract or purchase order to, or transacting business pertaining to the provision of commodities with a vendor on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services, or an entity under the control of such vendor, for a period of three hundred and sixty-five (365) calendar days after the date the vendor was placed on the list (the "Disqualification Period") unless the vendor is removed from the list pursuant to Section 287.1346(5)(d), Florida Statutes. VENDOR understands that any contract or purchase order with SBBC for the provision of commodities of any amount may be terminated during the Agreement Term at SBBC's sole option pursuant to Section 287.1346(4)(a)2.b, Florida Statutes, if VENDOR or an entity under VENDOR's control is placed on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services.

(b) Forced Labor Certification Form. Before entering into a contract or purchase order with SBBC for the provision of commodities, a member of VENDOR's senior management is required by Section 287.1346(4)(b), Florida Statutes, to certify, in writing, that to the best of his

or her knowledge the commodities such vendor is offering to the SBBC have not been produced, in whole or in part, by forced labor. "Forced labor" means work or service exacted from any person, including a minor, under the menace of a penalty for nonperformance and for which the worker does not offer himself or herself voluntarily or an activity that violates Section 787.06, Florida Statutes. "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions. The Vendor acknowledges that pursuant to Section 287.1346(4)(f), Florida Statutes, the submission of a false certification may subject it to civil fines and penalties. VENDOR must provide SBBC with an updated and current Forced Labor Certification Form prior to any renewal or extension of this contract or purchase order. The original copy of VENDOR's executed Forced Labor Certification Form will be kept in SBBC's contract file.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement

may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

Date: 8/23/24

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Prisms Agreement
Date: 2024.08.02 12:07:39 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

PRISMS OF REALITY, INC.

By: R. Ganguly
Signature

Printed Name: Anurupa Ganguly

Title: Founder & CEO

_____
, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF California

COUNTY OF San Francisco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 08/02/2024 (*date*) by Anurupa Ganguly (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced CA Driver's License (*type of identification*) as identification and who ☐did/☒did not first take an oath this 2nd day of August, 2024.

My Commission Expires: ~~08/10~~ (37)
07/12/2028

_____
Signature – Notary Public

See Attached CA Notarial Language for Public Notary:
(SEAL) Srira Zadmehran
Commission # 2492497

Srira Zadmehran
Printed Name of Notary

2492497
Notary's Commission No.

GOLDEN GATE NOTARY & APOSTILLE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On 08 / 02 / 2024 before me, Srira Zadmehran, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Anurupa Ganguly,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SRIRA ZADMEHRAN
COMM. #2492497
Notary Public - California
San Francisco County
My Comm. Expires July 12, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Golden Gate Mobile Notary & Apostille

PO Box 717, San Francisco, CA 94104 | goldengatenotary.net | (415) 318-0163

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 4, 2025

Prims of Reality, Inc.
26 O'Farrell Street, 7th Floor
San Francisco, California 94108

RE: FY24-318 - Supplemental Software (Prisms Virtual Reality)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Prisms of Reality Inc. This is the result of the School Board's approval on July 22, 2025, for Item OO-21. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu,
Executive Director Operations

JDA: bm
Attachment(s)

cc: Susanne Dale, Purchasing Agent II
Guy Barmoha, Director, Secondary Learning 6-12
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-07-22	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-21.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-318 - Supplemental Software (Prisms of Reality) ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Prisms of Reality Inc. for a term that commences on August 1, 2025, and concludes on July 31, 2026, and the additional spending authority of $864,860. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendment

FINANCIAL IMPACT:

$864,860. The District-level purchase is $596,380, and the optional school-based purchases are $268,480. Funding will be provided by District Departments or individual participating school budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Algebra Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Approved in Open Board Meeting On: July 22, 2025

Signature

Wanda F. Paul, Chief Operations Officer Jul 8, 2025

By: _____
School Board Chair

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PRISMS OF REALITY INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
26 O'Farrell St., 7th Floor
San Francisco, California 94108

A. **WHEREAS**, VENDOR is a provider of an experiential learning platform for math that uses Virtual Reality (VR) to transform the learning experience while integrating directly into core curriculum and aligning with Florida state standards; and

B. **WHEREAS,** VENDOR's team of experienced coaches provides in-person training services for teachers and administrators, along with a range of complementary virtual training services and asynchronous training and support materials; and

C. **WHEREAS**, VENDOR serves as a single stop for providing essential hardware and software, including but not limited to VENDOR's software licenses, support services, product training, VR headsets, VR charging equipment, and Mobile Device Management (MDM) access for VR headsets; and

D. **WHEREAS,** pursuant to SBBC Policy 3800 III(D), as authorized by Florida Administrative Code Rule 6A-1.012 11(a) competitive solicitation are not required for the purchase of professional services; and

E. **WHEREAS**, pursuant to SBBC Policy 3800 III(D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and information technology.

F. **WHEREAS**, the parties mutually desire to extend the term of the agreement for an additional one-year period and amend certain provisions through this First Amendment to Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Exhibits**. Exhibits A and B attached hereto are added to the Agreement.

3. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2025 ("Effective Date") through July 31, 2026, unless terminated earlier pursuant to Section 3.05 of the Agreement.

4. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

I. **The following provisions replace the respective provisions in sections 2.02, 2.04, 2.05, 2.07, and 2.09, and 2.10 in the Agreement, by interlineation, as follows:**

2.02 **Description of Goods and Services.**

(a) **District Purchase**

1) VENDOR shall continue to provide its VR hardware and software content and related support materials and services described in **Exhibit A** to the following pilot program schools:

i. Blanche Ely High School
ii. Boyd Anderson High School
iii. Coconut Creek High School
iv. Crystal Lake Middle School
v. Dillard 6-12
vi. Lauderdale Lakes Middle School
vii. Lauderhill 6-12
viii. Margate Middle School
ix. Parkway Middle School
x. Pompano Beach Middle School
xi. Silver Lakes Middle School

xii. William Dandy Middle School

2) VENDOR shall also provide its VR hardware and software content and related support materials and services described in Exhibit A to ten (10) additional schools selected by SBBC.

3) VENDOR shall provide a full-time dedicated PRISMS coach for on-premises product training, four days a week, 8 hours a day, to ensure that teachers are prepared with the technical and pedagogical skills to implement PRISMS's product in their classrooms.

4) VENDOR shall provide 7,000 student software licenses, and unlimited administrative/teacher licenses, for access to VR math and science content.

(b) **Individual School or Department Purchase**

1) For each SBBC school or district department that elects to purchase VENDOR's goods/services described in this Agreement, VENDOR shall provide its VR content and related support materials as listed in **Exhibit B** to such school or district department as specifically indicated in valid written purchase orders for same.

2.04 **Cost of Products and Services.**

(a) The costs for VENDOR's products/services are set forth in the price list in **Exhibit A** for such products/services.

1) SBBC shall purchase the products/services specified in this section in the quantities set forth therein for a total cost of Five Hundred Ninety-six Thousand, Three Hundred Eighty Dollars and 00/100 Cents ($596,380).

(b) For all other products/services described in **Exhibit B**, SBBC district departments or district schools may opt to purchase any of these items utilizing the prices listed therein. The maximum not-to-exceed amount for purchases of items described in Exhibit A is, Two Hundred Sixty-Seven Thousand, Four Hundred Dollars and 00/100 Cents ($267,400).

(c) Except as otherwise specified herein, VENDOR acknowledges that this Agreement does not award or guarantee it to receive any specific additional volume of product or service requisitions, or specific additional amounts of revenue.

(d) For the avoidance of doubt, any purchases by SBBC of VENDOR's digital

products are subscription-based, billed annually in advance.

2.05 **Payment.**

(a) District Purchase

VENDOR shall submit a proper and appropriate invoice in the amount of Five Hundred Ninety-Six Thousand Three Hundred Eighty Thousand Dollars and 00/100 cents ($596,380.00) to SBBC on or after the effective date of this Agreement. SBBC will pay invoices within thirty (30) calendar days of the date of the same invoices.

(b) Individual SBBC Schools or District Departments

1) Each requesting district department or district school shall request a quote from VENDOR (with the same quote being based upon the costs listed in **Exhibit B**) that shall be used to create a valid requisition. The district department or district school creating the valid requisition for selected VR products and/or services will be responsible for all costs related to said requisition.

2) SBBC district department or district school creating the valid requisition for selected VR products and/or services will be responsible for all costs related to said requisition.

3) SBBC will provide VENDOR with a valid purchase order.

4) VENDOR shall seek all payment from the respective district department or district school that created the valid requisition.

5) The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days of receipt of the same invoice.

6) Prisms shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.07 **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this

Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at

privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

7) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

9) return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the

party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 **VENDOR Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **VENDOR Re-Disclosure of SBBC Employee Records**.
VENDOR will re-disclose the following employee records to Vitally, Inc. and Hubspot, Inc. for the purpose of monitoring customer satisfaction and success:

1) teacher first and last name, and
2) teacher email address.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the First Amendment to Agreement; then
b) the Agreement.

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Debra Hixon
Debra Hixon, Chair

Date 7-22-25

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Prisms First Amendment
Date: 2025.07.03 08:34:52 -04'00'

Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

PRISMS OF REALITY, INC.

By Anurupa Ganguly
Signature

Printed Name: Anurupa Ganguly

Title: Founder & CEO

Date: 07/02/2025

STATE OF Texas

COUNTY OF El Paso

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 07/02/2025 (*date*) by Luther Martin Curtis (*name of officer or agent, title of officer or agent*) of Anurupa Ganguly (*name of corporation acknowledging*), a California (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced PASSPORT (*type of identification*) as identification and who did/did not first take an oath this 2nd day of July, 2025.

My Commission Expires:

(SEAL)

Luther Martin Curtis
ID NUMBER
134471560
COMMISSION EXPIRES
July 20, 2027

Signature – Notary Public

Luther Martin Curtis
Printed Name of Notary

134471560
Notary's Commission No.

Electronically signed and notarized online using the Proof platform.

Exhibit A

District Purchase

HARDWARE Description	Cost per Unit ($)	Number of Units	Total Cost ($)
PrismsVR Headsets	$649.00	300	$194,700.00
Number of Supported Existing Headsets	-	360	-
PrismsVR Charging Carts - Capacity 30	$2,500.00	10	$25,000.00
Hardware Subtotal			**$219,700.00**

PLATFORM Description	Cost per Unit ($)	Number of Units	Total Cost ($)
Student VR Software Licenses (Math + Science)	$21.00	7,000	$147,000.00
Administrator and Teacher Licenses	$0.00	100	$0.00
LMS Integration (e.g., Clever, Canvas, Google)	$0.00	1	$0.00
Teacher Dashboard Access and Reporting	$0.00	100	$0.00
Platform Subtotal			**$147,000.00**

SUPPORT Description	Cost per Unit ($)	Number of Units	Total Cost ($)
Full-time on-site Dedicated Prisms Coach, 4 days a week, 8 hours a day.	$170,000.00	1	$170,000.00
Technical Support & Mobile Device Management	$59,680.00	1	$59,680.00
Data reviews with district / school leadership	$0.00	12	$0.00
Support Subtotal			**$229,680.00**

Total	**$596,380.00**

Exhibit B

Individual School Purchases

AY'25-'26 New School Pricing HARDWARE Description	Cost per Unit ($)
PrismsVR Headsets	$649.00
PrismsVR Charging Carts - Capacity 30	$2,500.00

Mobile Device Management Description	Cost per Headset
Mobile Device Management License	$48.00

PLATFORM Description	Cost per Student
Student VR Software Licenses (Math + Science)	$21.00
Student VR Software Licenses (Math Only)	$15.00
Student VR Software Licenses (Science Only)	$15.00

SUPPORT Description	Cost per School
Technical support - including hardware support, help desk, update support, and integration support	$1,000.00

PRODUCT TRAINING Description	Cost per Day
Product Training Day (8 hour; on-premises)	$3,200.00

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-07-29	Special School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Academics

Agenda Item Number:	27.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-318 - Supplemental Software (Prisms of Reality)
ADDED

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Prisms of Reality Inc. for a term that commences on August 1, 2025, and concludes on July 31, 2026, and the additional spending authority of $3,904,120. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Second Amendment

FINANCIAL IMPACT:

The additional spending authority requested is $3,904,120. Funding will be provided by District Departments (capitol funds).

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Algebra Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 29, 2025

By: Debra Hixon
School Board Chair

7. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the Second Amendment to Agreement including **Revised Exhibit A**; then
b) the First Amendment to Agreement; then
c) the Agreement.

8. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

9. **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Debra Hixon
Debra Hixon, Chair

Date 1-29-25

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____
, Secretary

-or-

April Didley-Cutts
Witness

Tanya Lindor
Witness

PRISMS OF REALITY, INC.

By Anurupa Ganguly
Signature

Printed Name: Anurupa Ganguly

Title: Founder & CEO

Date: 07/24/2025

STATE OF Texas

COUNTY OF Williamson

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this July 24th 2025 (*date*) by Lesly Denise Rascoe (*name of officer or agent, title of officer or agent*) of Prisms of Reality, Inc., a California corporation, on behalf of the corporation. He/she is personally known to me or has produced PASSPORT (*type of identification*) as identification and who did/did not first take an oath this 24th day of July, 2025.

My Commission Expires:

(SEAL)

Lesly Denise Rascoe
ID NUMBER
133981440
COMMISSION EXPIRES
September 22, 2026

Lesly Denise Rascoe
Signature – Notary Public

Lesly Denise Rascoe
Printed Name of Notary

133981440
Notary's Commission No.

S:/v/allwork-use/contractsreview/2526year/250724prism2amendmentrpvrl

Electronically signed and notarized online using the Proof platform.

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Prisms of Reality

Vendor FEIN: 84-3308477

Vendor's Authorized Representative Name and Title: Anurupa Ganguly

Founder & CEO Address:

26 O'Farrell Street Floor 7

City: San Francisco State: California Zip Code: 94108

Phone Number: 714-788-6226 Email Address:

anurupa@prismsvr.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Anurupa Ganguly

AUTHORIZED SIGNATURE

Print Name and Title: Anurupa Ganguly Founder & CEO Date: 07/24/2025

THIS THIRD AMENDMENT TO AGREEMENT ("THIRD AMENDMENT")
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PRISMS OF REALITY INC.
(hereinafter referred to as "VENDOR"),
a for-profit corporation of the State of Delaware,
whose principal address is
26 O'Farrell St., 7th Floor
San Francisco, California 94108

Each a "party" and together, the "parties"

RECITALS

A. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on August 21, 2024 and expired on July 31, 2025, which permitted two (2) additional one-year extensions ("Agreement"), incorporated herein by reference; and

B. **WHEREAS**, on July 22, 2025, SBBC and VENDOR exercised the first one-year extension of the Agreement from August 1, 2025 through July 31, 2026 through a First Amendment to Agreement ("First Amendment"), incorporated herein by reference; and

C. **WHEREAS**, on July 29, 2026, SBBC and VENDOR amended cost provisions of the Agreement through a Second Amendment to Agreement ("Second Amendment"), incorporated herein by reference; and

D. **WHEREAS**, SBBC and VENDOR mutually desire to amend certain provisions of the Agreement and exercise the second and final one-year extension of the Agreement term from August 1, 2026 through July 31, 2027.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the term of Agreement is hereby extended from August 1, 2026 ("Effective Date") through July 31, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

3.1 Provision 2.25 is **added** to the Agreement by interlineation as follows:

2.25 **Entities of Foreign Concern**. VENDOR has access to personal identifying information ("PII") as permitted herein while performing its obligations under this Agreement. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter.

3.2 Provisions 2.02, 2.06, 2.07, 2.08, 2.09, 2.10, and 2.11 **replace** their respective provisions in the Agreement by interlineation as follows:

2.02 **Description of Goods and Services.**

(a) District Purchase. VENDOR shall provide its VR hardware and software content and related support materials and services described in Revised Exhibit A to all SBBC middle schools and the following SBBC high schools:

1) Blanche Ely High School
2) Boyd Anderson High School
3) Coconut Creek High School
4) Hallandale High School

5) Flanagan High School
6) Miramar High School
7) Nova High School
8) South Plantation High School

(b) VENDOR will provide access to four (4) full-time dedicated PRISMS coaches to be available for on-premises product training, four (4) days a week, eight (8) hours a day, to ensure that teachers are prepared with the technical and pedagogical skills to implement PRISMS's product in their classrooms.

(c) VENDOR shall provide 40,400 student software licenses, and unlimited administrative/teacher licenses, for access to VR math and science content.

2.06 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide VENDOR with the education records listed in this section for the following purpose(s):

1) To provide an experiential learning platform for math and science that uses adaptive Immersive Virtual Reality (IVR).
2) Administering licenses for accessing VR modules.
3) For students to access VR modules through access codes and for teachers to monitor student progress on the Teacher Dashboard while they are in VR.
4) Class rostering on the Teacher Dashboard.
5) Accessing the Teacher Dashboard, class rosters, and license management.
6) Accessing the Administrator Dashboard.

(b) SBBC staff will provide VENDOR with the following personally identifiable records, via SBBC's integration system:

1) Student First and Last name
2) Student Email address (includes student identification number)
3) Student School
4) Student Subjects Enrolled

(c) In addition to the education records being disclosed by SBBC staff in this section, students will also input responses to assignments into VENDOR's online platform. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312.

In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

(d) FERPA Exception to Consent. VENDOR is considered a "school official" with a legitimate educational interest to receive the types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. **Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section**.

(e) The requirements of this section supersede any uses and disclosures of education records or the like, as listed in VENDOR's policies and terms and conditions, if any

2.07 **VENDOR Safeguarding Confidentiality of Education Records**.

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of any actual or reasonably suspected hard copy breach of confidentiality of education records, regardless of whether the VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC Director Information Security and Assurance immediately upon discovery of any actual or reasonably suspected electronic breach of confidentiality of education records, regardless of whether the VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Disclosure of Employee Records**.

(a) SBBC staff will provide VENDOR with the employee records in this section for the following purposes:

1) To access the Teacher Dashboard.
2) To import and managing class rosters.
3) To evaluate the impact of the VENDOR's program.

(b) SBBC staff will provide VENDOR with the following personally identifiable employee records, via SBBC's Integration System:

1) Teacher First and Last name
2) Teacher Email Address
3) Teacher School

(c) Employees will participate in interviews and focus groups via Zoom.

(d) The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies and terms and conditions, if any.

2.09 **VENDOR Safeguarding the Confidentiality of Employee Records**.

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected hard copy breach of confidentiality of employee records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the SBBC IT Security Assistant Director immediately upon discovery of any actual or suspected hard copy breach of confidentiality of employee records, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **VENDOR Re-Disclosure of SBBC Education Records and Employee Records**. VENDOR will re-disclose the personally identifiable education records and employee records listed in this agreement to the following recipients for the purposes listed:

Recipient	Purpose/Function
Amazon Web Services	Cloud Hosting (Education records and Employee records)
Vitally	Monitoring customers satisfaction and success (Employee records only)
Hubspot	Monitoring customers satisfaction and success (Employee records only)

2.11 **Third Party Safeguarding the Confidentiality of Education Records and Employee Records**. For any and all education records and employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all

responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

4. **Cost and Payment**.

4.1 Cost. The total cost to SBBC for the VENDOR's commodities and services under this Third Amendment shall not exceed Two Million, Two Hundred Thirty Thousand, Four Hundred Eighty and 00/100 Dollars (**$2,230,480.00**), as outlined in VENDOR's price list attached hereto and incorporated herein by reference as **Exhibit A**.

4.2 Payment. In accordance with **Exhibit A,** VENDOR shall submit a proper and appropriate invoice to SBBC in the amount of Two Hundred Thirty Thousand, Four Hundred Eighty and 00/100 Dollars (**$2,230,480.00**), after the Effective Date of this Third Amendment. Upon receipt of an appropriate invoice from VENDOR, SBBC shall pay VENDOR for satisfactory commodities and services received under this Third Amendment within net thirty (30) days of receiving a proper and appropriate invoice.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This Third Amendment; then
Second:	The Second Amendment; then
Third:	The First Amendment; then
Fourth:	The Agreement

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

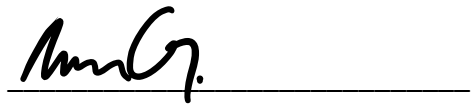
Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.19 16:07:23 -04'00'
_____
Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

PRISMS OF REALITY INC.

Signature: 

Print Name: Anurupa Ganguly

Title: Founder & CEO

Date: May 20, 2026

Corporate Secretary Signature

-OR-



Witness Signature

Anna Park

Print Name



Witness Signature

Nathan LaBarba

Print Name

CAPITAL INVESTMENT: IMMERSIVE LEARNING TECHNOLOGY PACKAGE			
Description	Cost per Unit ($)	Number of Units	Total Cost ($)
PrismsVR Headsets	$649.00	450	$292,050.00
PrismsVR Charging Carts - Capacity 30	$2,450.00	15	$36,750.00
Student VR Software Licenses (Math + Science)*	$21.00	40,400	$848,400.00
Technical Support & MDM - 3,960 supported headsets - 40,400 supported students - LMS Integration - Unlimited Admin and Teacher Licenses	$373,280.00	1	$373,280.00
Total Capital Investment (Hardware + Platform Bundle)			**$1,550,480.00**

**Software is integral and non-severable from hardware and is required for the system to operate as intended*

SUPPORT			
Description	Cost per Unit ($)	Number of Units	Total Cost ($)
Transformation Tier Partnership - Includes dedicated coach 4 days per week in schools - Teacher Institute (as many days as needed) - Returning Teacher Back-to-School PD - 1/2 Day - Unlimited Virtual/In Person PD sessions , PLC PD sessions, and Lesson Studies - Participation in district/school evening events - Teacher Pacing Meetings	$170,000.00	4	$680,000.00
Support Subtotal			**$680,000.00**
Total			**$2,230,480.00**

EXHIBIT A

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-20.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-026 – Musical Instrument Repair
ADDED

REQUESTED ACTION:

Approve the Second Renewal and Additional Budget Authority of $169,788 for Invitation to Bid (ITB)-FY23-026 – Musical Instrument Repair to the following (3) Vendors: 1) Ace Stuart Music Company d/b/a Wellington Music Suppliers; 2) All County Music, Inc.; 3)Music Arts Enterprises, Inc., Mae. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letters-3
- Evaluations-3
- Invitation to Bid

FINANCIAL IMPACT:

$169,788. Funding is from the General Fund Budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

ITB-FY23-026 – Musical Instrument Repair

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Second Renewal and Additional Budget Authority of $169,788 for Invitation to Bid (ITB)-FY23-026 – Musical Instrument Repair to the following (3) Vendors: 1) Ace Stuart Music Company d/b/a Wellington Music Suppliers; 2) All County Music, Inc.; 3)Music Arts Enterprises, Inc., Mae.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The School Board of Broward County, Florida (SBBC), will be able to continue receiving repair and maintenance services for musical instruments that are no longer covered under warranty.
If the School Board votes "No"	• SBBC may encounter delays in securing repair services, which could limit student access to functional instruments. Additionally, the absence of a contract may lead to increased costs through non-contracted or emergency repairs and may contribute to the accelerated deterioration of existing equipment.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Extending the useful life of musical instruments through consistent maintenance, reducing costs by prioritizing repairs over replacements, and ensuring that students have reliable access to properly functioning equipment.

Background/History
The ITB plays an important role in maintaining instruments and equipment acquired through the SMART project, as well as supporting the upkeep of older inventory currently in use. Routine maintenance and timely repairs are essential to extending the lifespan of musical instruments and ensuring they remain in good working condition for instructional use. Musical instrument repair requests are initiated by the Music Program Director or the Principal at each school, with additional support provided by the Music Curriculum Supervisor when necessary.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original ITB Term: July 1, 2022, through June 30, 2025; First Renewal Term: July 1, 2025, through June 30, 2026; Second Renewal Term: July 1, 2026, through June 30, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multiyear Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement**: No. **Acquisition Method**: Pursuant to Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), F.A.C., the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the School District is capable of specifically defining the Scope of Work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funding is from the General Fund Budget.
2. Funds are available in the department of Applied Learning in the amount of $169,788

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7//2026 – 6/30/2027	12 Months	$169,788

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	General Fund	$169,788

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This ITB provides District-wide access to qualified vendors for the repair and maintenance of musical instruments used in K–12 music programs. The availability of reliable repair services ensures continuity of instruction, preserves instructional assets, and supports student participation in music ensembles and performance-based coursework. Without this contract, schools would experience reduced access to functioning instruments and potential inequities in student access to music instruction opportunities.
School Selection /Prioritization	ITB-FY23-026 serves all schools with music programs across the District. Repairs are initiated based on individual school needs, instrument condition, and instructional program requirements. No schools are excluded, and prioritization occurs via school-level requests. Equitable access to services is provided regardless of enrollment size or program type.
Community/ Stakeholder Engagement	The District's music programs rely heavily on functional instruments to support student engagement, performances, and educational events. Instruments that remain in a safe, playable condition support State Standards for instruction, required performing arts coursework, and student performance opportunities. In addition, the greater community is served via community showcases and districtwide music events that engage families and community stakeholders. Continued access to professional repair services reinforces the District's commitment to high-quality arts education and community partnership.
End-User Input	End-user input has been incorporated through ongoing feedback from music teachers, band and orchestra directors, and school administrators

	who regularly interact with repair vendors. These stakeholders provide practical insight regarding service quality, turnaround time, and repair effectiveness. Their feedback informs contract renewals and reinforces the necessity of maintaining multiple qualified vendors to meet varying instrument types and service needs.
Technology/Capital Expected Lifecycle/Replacement Cycle	Musical instruments are durable instructional assets with extended life cycles when properly maintained. This ITB-FY23-026 supports the preservation of existing music equipment by enabling timely repairs, preventative maintenance, and restoration services. Regular repair services reduce premature replacement costs, maximize the useful life of instruments, and support fiscally responsible stewardship of district resources, particularly for schools that may not have immediate access to new instrument purchases. Generally, the lifecycle of most heavily used musical instruments can be up to 10 years with proper care and maintenance.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters- 3
Exhibit C: Evaluations- 3
Exhibit D: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	**Preparation Date:**	April 22, 2026
Previous Bid # (Ex: 10-004R):	FY23-026	**Buyer/PA:**	MARLEEN PADRON
New Bid Award Total:	$811,788	**Bid Title:**	MUSICAL INSTRUMENT REPAIR
Previous Award Total:	$642,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2022	**New Bid Term (In Months):**	N/A
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	45

SPEND REPORTING	
Purchase Order(s) Spend:	$636,704
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$636,704**
Average Monthly Expenditure:	$14,149
Unused Authorized Spending:	**$5,296**
Est. Forecasted Spend (For Entire Bid Term):	**$169,788**

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
134046-MANUEL PEREZ WOODWIND REPAIRS INC		|	$ 282,046
103815-ACE STUART MUSIC COMPANY		|	$ 196,081
100016-ALL COUNTY MUSIC INC		|	$ 120,148
106362-MUSIC ARTS ENTERPRISES INC MAE		|	$ 38,430
	PO VENDOR SPEND:		**$ 636,704**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 636,704**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2770098160	**Name** (First & Last)	Donna Haynes, Acting
Fund	1000	**Title**	Director
Functional Area	5652671900000000	**Department/School Name**	Applied Learning
Commitment Item	53510000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/25/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

2/12/2026

Ace Stuart Music Company, d/b/a Wellington Music Suppliers
Attn: Mr. Wayne Hoffman
250 Business Park Way Ste. 2
Royal Palm Beach, FL 33411
Email: wellingtonwayne@aol.com
Phone: 561-798-2588

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-026
ITB Title:	Musical Instrument Repair

Dear Mr. Hoffman,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent II

VENDOR RESPONSE

Wayne Hoffmann 2-18-26
Signature/Date - Authorized Representative

WAYNE HOFFMANN
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

2/12/2026

All Country Music, Inc.
Attn: Fred Schiff
8136 N. University Drive
Tamarac, FL 33321

Email: fred@allcountymusic.com
Phone: 954-722-3424

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-026
ITB Title:	Musical Instrument Repair

Dear Mr. Schiff,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

VENDOR RESPONSE

Frederick R Schiff
Signature/Date - Authorized Representative

Frederick R Schiff
Printed Name - Authorized Representative

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent II

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

2/12/2026

Music Arts Enterprises, Inc.
Attn: Roger Ellison
3301 Davie Blvd.
Fort Lauderdale, FL 33312

Email: roger@maemusic.com
Phone: 954-581-2203

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-026
ITB Title:	Musical Instrument Repair

Dear Mr. Ellison,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 2/19/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent II

VENDOR RESPONSE

FOR MAE
Signature/Date - Authorized Representative

Scott Tryon
Printed Name - Authorized Representative

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-026	**Bid Title:** Musical Instrument Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Ace Stuart Music Company, d/b/a Wellington Music Suppliers	
Contact Name: Wayne Hoffman	**Contact Phone #:** (561)798 - 2588

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Our teachers are satisfied with the quality of work. This vendor does his best to stay on schedule and communicates well in the event of a delay.

EVALUATION FORM COMPLETED BY:

Name: Joseph Luechauer	**Title:** Supervisor, Music and Perf. Arts	**Contact Phone #:** (754) 321 - 1861
School/Department: Applied Learning/Music		
Participant's Signature:		**Date:** 03/31/2026

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

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For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-026	**Bid Title:** Musical Instrument Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Music Arts Enterprises, Inc.	
Contact Name: Roger Ellison	**Contact Phone #:** (954)581 - 2203

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

MAE is very accomodating to our schools and music programs. They work well with administration to provide quality service and are quick to solve problems.

EVALUATION FORM COMPLETED BY:

Name: Joseph Luechauer	**Title:** Supervisor, Music and Perf. Arts	**Contact Phone #:** (754) 321 - 1861
School/Department: Applied Learning/Music		
Participant's Signature: J Luechauer	**Date:** 03/31/2026	

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

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7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-026	**Bid Title:** Musical Instrument Repair
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: All Country Music, Inc.	
Contact Name: Fred Schiff	**Contact Phone #:** (954)722 - 3424

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

This vendor provides quality work. Our teachers are satisfied with this vendor and are happy to use them.

EVALUATION FORM COMPLETED BY:

Name: Joseph Luechauer	**Title:** Supervisor, Music and Perf. Arts	**Contact Phone #:** (754) 321 - 1861
School/Department: Applied Learning/Music		
Participant's Signature:		**Date:** 03/31/2026

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

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Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Dr. Vickie L. Cartwright
Superintendent of Schools

4/29/2022

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY23-026 - Musical Instrument Repair

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Musical Instrument Repair**. Any questions regarding this ITB should be addressed to me, in writing via e-mail to **karlene.grant@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)**

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **karlene.grant@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Karlene Grant
Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

5/23/2022

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY23-026	**4/29/2022**	Karlene Grant 754-321-0542

BID TITLE:

Musical Instrument Repair

SECTION 1 – BIDDER ACKNOWLEDGEMENT

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip Code:	State: Zip Code:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ **Conflict of Interest Form** **Section 8, Attachment B**	☒ **Certificate of Debarment** **Section 8, Attachment C**	☒ **Minimum Qualifications, Special Condition 13**	☒ **Local Repair Facility** **Special Condition 8**
☒ **Bid Summary Sheet** **Section 5**	☐ Material Safety Data Sheets Special Condition __	☐ S/M/WBE Participation Schedule (Attachment A)	☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Friday, April 29, 2022	Release of ITB FY23-026
Friday, May 13, 2022	Vendor written questions due on or before 5:00 p.m. ET
Monday, May 23, 2022*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Tuesday, May 24, 2022	Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor. FACE MASK REQUIRED.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

    The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

    An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on May 24, 2022, at or before 3.00 pm on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

37. (Continued):
Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

    b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: **http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf**. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
    a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
    b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the contract award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **E-VERIFY**: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

SECTION 4 – SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on MUSICAL INSTRUMENT REPAIR as specified herein. Various offices, schools and departments on an as needed basis will request service and/or repair of musical instruments not covered under warranty. Prices quoted shall include travel time, expenses and inside delivery to various schools, departments and centers within Broward County, Florida. The Awardee(s) will receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers. SBBC reserves the right to limit awards to firms located in the tri-county area only (Broward, Miami-Dade and Palm Beach Counties).

    i. One (1) hard-copy bid(s) must be sent;
    ii. One (1) identical electronic version of the bid, in PDF Format on a flash drive;
    iii. Bid Summary Spreadsheet, which must be **both** in the original PDF file as well as a separate attachment in an Excel (.xls) format

Please note: Any bid submitted with proposed changes to the terms and conditions under this ITB will be **DISQUALIFIED**. Please refer to the Bidder Acknowledgement page which states …. **Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB.**

2. **TERM:** The award of this bid shall establish a contract for the period **beginning 7/1/2022, or date of Board approval, whichever is later and continuing through 6/30/2025.** Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract may be reduced to one year.

3. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

    When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

4. **AWARD:** The bid shall be awarded **BY ITEM**, as indicated on the Bid Summary Sheet, to the three (3) lowest price, responsive and responsible Bidders meeting specifications, terms, and conditions. The lowest priced Awardee for an item shall be considered the primary vendor and should receive the largest volume of work. Unit prices must be stated in the space provided on the Bid Summary Sheet. Item(s) must meet specifications in order to be considered for award. In the event that any item does not meet the specifications, the item will be considered disqualified. SBBC reserves the right to procure goods from the second and third lowest Bidders if a) the lowest Awardee cannot comply with delivery requirements or specifications; b) the lowest Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee and the primary Awardee is unable to perform during the term of the contract, Procurement & Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

    After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Jodi Hart, Procurement and Warehousing Services, 754-321-0542 or e-mail at Karlene.grant@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Grant , nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Questions should be submitted in accordance with General Condition 5. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

6. **DELIVERY/ FREIGHT:** Bidder shall indicate an earliest firm delivery date after receipt of the Purchase Order(s) for each item bid. Delivery must be a **maximum of 30 calendar days** after receipt of the order (ARO).

7. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.

8. **LOCAL REPAIR FACILITY:** In order to be considered for award, Bidder **must** have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County. The repair station and service personnel must be authorized by the manufacturer of the services or products offered. Proof of local repair facility that meets requirements must be submitted with the bid or upon request. Failure to submit the required proof with the bid upon request will result in disqualification of bid submitted.

9. **REPAIR FACILITY:** The repair facility **must** be owned and operated by the bidders and staffed by a full time, qualified person or persons. Bidders must have a local telephone number or a toll-free number. No third-party repair will not be accepted.

10. **REQUEST FOR REPAIR:** Repair requests will be as follow:

    a. Schools will contact the primary vendor before contacting the alternate vendor(s), in situations where the primary vendor cannot do the repair in the required timeframe, alternate vendors may be utilized.
    b. Schools will reach out to the vendor and a quote for the repair must be issued prior to work commencing.
    c. Written documentation from the primary vendor is necessary. It is necessary for schools to keep an internal record/log for every repair order, indicating that they have contacted the primary and that primary could not perform the repair in the required timeframe. This is necessary to demonstrate that they have initially attempted to contract the vendor with the lowest price.
    d. A purchase order will be issued to the vendor, work is to only commence once purchase order has been received.
    e. When contacting vendor(s) to place repair orders, all vendors must be given the same repair requirements for a particular order.
    f. If a school does not approve the quote for repair, the instrument is to be returned to the school within 48 hours.

11. **REPAIRS:** Upon request, the Awardee(s) will be expected to pick up and offer a written quote for repair of the instrument. Upon request, the instrument will be returned if quote not accepted. Each instrument will be quoted individually and in writing. Upon review, a Purchase Order will be issued in for the quoted amount. There will be no charge for time or labor for issuance of the quote. No work will commence prior to a purchase order issuance. Upon completion, an invoice will be given to the school and must not exceed the purchase order amount. Awardees must pick up instruments within 48 hours of notification unless specifically needed for a special occasion in which immediate repair is required. Turn-around-time will be **three (3) weeks** maximum. If the Awardee cannot guarantee repair and return within **three (3)** weeks, then he shall NOT pick up instruments from a school. The standard of repair should be the instrument is in playing condition. It is the intention of the District to have as many instruments available for play rather than a fewer number of instruments to be in pristine condition. Unless specified by the school directly, cosmetic condition is not to be a consideration for repair and therefore, time and labor should not be devoted to minor infringement of quality or any cosmetic concerns. Note: Severe damage or instrument overhaul will be exempt from this condition. When instruments are returned, the school representative who requested the service will first examine the quality of the repair, and if satisfactory, will sign and date the work ticket/invoice.

12. **PARTS:** Replacement parts will be only Original Equipment Manufacturer (OEM), or if not, it must be approved by SBBC prior to use. Any bidder submitting a bid including other than OEM parts, must show, upon request, that its source of supply is from a company routinely involved in the distribution of components for Musical Instruments.

13. **MINIMUM QUALIFICATIONS:** Bidder will submit documentation of the qualifications and competency of each member of repair staff either with bid or upon request. Documentation may include but is not limited to:

    g. Certified though an accredited music repair school.
    h. Certified by a major manufacturer.
    i. Continuously employed for three or more years in music instrument repair business.
    j. Apprenticed for three or more years under a certified music instrument repairperson.

    NOTE: Where certificates are not available, letters, on manufacturer's or past employer's letterhead, verifying training or experience will be acceptable. Failure to respond within three days of request will result in disqualification.

14. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

15. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

16. **BIDDING PREFERENCE LAWS: FLORIDA BIDDER'S PREFERENCE**: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

17. **INSPECTION OF FACILITIES:** In order to be considered for an award, vendors shall have adequate local stock to supply the requirements of this bid at the time of bid opening. Therefore, SBBC reserves the right, prior to recommending this bid for an award, to inspect Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's local stock is adequate to meet the requirements of this bid. Adequacy of local stock shall be a determining factor in an award to assure SBBC the delivery of items specified within Click or tap here to enter text days after receipt of an order. If, in the opinion of SBBC's representative, it is determined that local stock is not adequate to meet the requirements of this bid, based upon an inspection of Bidder's facilities, a recommendation shall be made to reject the bid(s) of those vendors not meeting this requirement.

18. **INVOICES:** Invoices are to be mailed to the address provided on the SBBC issued purchase order. Delivery copies, packing slips, and invoices to SBBC **MUST** include the following: 1) Purchase Order number, 2) A complete description of the items including serial number(s) where applicable, 3) Itemized list price, and 4) Total dollar amount shall be net. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Payments are made by each school site requesting service. Confirmation of work done and quality of work are the responsibility of each school site requesting service.

19. **WORK TICKET/INVOICE:** The Awardee(s) will be required to complete a work ticket/invoice on all equipment when received from school. The required information, per Section 6, Attachment 1, must be shown on the ticket when the instrument is returned and signed for by school representative. Work ticket/invoice shall include, but not be limited to, the following information:

    a. School's name and name of school representative requesting service.
    b. Dates of **BOTH** pick up and return of instruments.
    c. Brand and type of instrument.
    d. Model Number
    e. Serial Number
    f. School Board Property Number
    g. Complaint
    h. Work performed, including number of hours and parts used
    i. Whether equipment was picked up by vendor or delivered by instructor
    j. Whether a loaner was provided until repairs were completed
    k. Technician's signature
    l. School Board Representative's signature and DATE OF SAME.

    NOTE: The work ticket/invoice will be made in triplicate: One copy for the school's file, one copy for the Awardee(s) file, and one copy for payment purposes.

    The hourly rate quoted (on the Bid Summary Sheet) will be firm for the contract period. Parts will be billed as a separate item showing both the manufacturer's list price and the percentage discount (-) or mark-up (+) specified on the Bid Summary Sheet. There will be no additional charges for mileage and/or travel time.

    All work ticket/invoices must be signed and dated by the school representative who requested the service.
    NO INVOICE WILL BE PROCESSED FOR PAYMENT WITHOUT A SIGNATURE AND DATED WORK TICKET.

Failure of the vendor to fill in the sections required (shaded areas) will be cause for the school to delay payment until such information is furnished. Completed work may be billed weekly but no less often than monthly.

DUE TO THE LARGE VOLUME OF INSTRUMENTS REPAIRED UNDER THIS CONTRACT, INDIVIDUAL INSTRUMENT SERVICE TICKETS MUST CONFORM TO SECTION 5, BID SPECIFICATIONS.

20. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to purchasinghelpdesk@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

21. **PURCHASE ORDERS (IMPORTANT NOTE)**: SBBC does not guarantee payment for repairs and/or services, which exceed the dollar amount of the Purchase Order issued. SBBC will not be responsible for any repairs of equipment without a School Board property number or for any repairs without a Purchase Order in place. Vendor cannot retain possession of instruments where repair cost exceeded the Purchase Order amount.

22. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

23. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

24. **PRICE LIST:** Awardees must furnish, with the bid or within three days, one copy of CURRENT manufacturer's price list, computer printout, catalog or manufacturer's net cost sheet with percentage discount (-) or mark-up (+) for each manufacturer offered on Bid Summary Sheet. It will be the responsibility of the Awardee(s) to furnish a copy of current price list updates as they become available. Failure on the part of the Awardee(s) to furnish current price list updates will result in all payments being based on the last update received and increased billing will not be honored.

25. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall be evaluated as needed. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
    k. The volatility is due to causes wholly beyond the vendor's control; and
    l. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
    m. The effect on pricing or availability of supply is substantial; and
    n. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

26. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

27. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

28. **SUBCONTRACTOR**: Awardee will not be entitled to subcontract, transfer or assign the performance obligations provided herein to any other party without the prior written consent of SBBC nor shall Awardee be allowed to assign any rights, including monies which may become due under the BID, without the prior written approval of SBBC.

29. **WARRANTY:** All services and/or repairs of musical instruments listed on the Bid Summary Sheet shall be warranted for a minimum of 90 days after the return of the instrument to SBBC.

30. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

31. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

SECTION 5 – BID SUMMARY (PRICING) & SPECIFICATIONS SHEET

BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains three (3) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

TAB 1 COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

TAB 2 PRICING

TAB 3 ADDITIONAL INFORMATION

BID SPECIFICATIONS

GENERAL REPAIR: Repair of immediate problems to restore an instrument to "playing condition". Immediate problems include major or minor dents, replacement of pads, corks, screws and or springs, replacement or repair of rods, repair or replacement of frozen or bent slides, mouthpieces, valves or keys, and normal regulation of instruments.

MAJOR REPAIR/OVERHAUL:

a. **WOODWIND:**
   i. Complete regulation. Key system oiled, mouthpiece cleaned, and case vacuumed and cleaned.
   ii. Repad. Instrument is disassembled, keys and body are washed, and metal parts are chemically cleaned. Existing mold removed. Dents removed and repaired. All key corks, pads, tenon corks, neck corks, and headjoint corks are replaced. Repad plus polishing of keys, posts, and flute bodies. Instrument is reassembled, regulated, and lubricated. New parts are used to repair damaged or missing parts. Wooden bodies are oiled, and reconditioned repairing chips, cracks and swelling.

b. **BRASS:** Chemically cleaned, existing mold removed, valves removed and reconditioned or replaced, frozen slides removed repaired or replaced, broken or weak joints soldered, regulate valves, and any other regulations needed, remove and repair dents. Cases vacuumed and cleaned. For trombones, inner and outer slide tubes chemically cleaned, dents removed, straightened and aligned.

SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

Economic Development & Diversity Compliance (EDDC)

API ITB S/M/WBE Annual Aspirational Goals
AFFIRMATIVE PROCUREMENT INITIATIES (API)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS
To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)
Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise
annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).
Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, S/M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is the SMWBE Annual Aspirational Goals: This non-mandatory goal encourages all Bidders/Proposers to voluntarily engage SBBC Certified SMWBE firms as subcontractors. Prime Bidders may establish the scope of work and the percentage of participation based on the total contract value. Scope of work includes suppliers, ancillary services, transportation, task and activities described as services/specifications on the solicitation. The percentage of participation for SBBC Certified SMWBEs may range from 0.5% to 45% for ancillary services, and from 1% to 45% for task/activities under the description of services/specifications on the final contract.

*****NOTE TO BIDDERS******

S/M/WBE Prime Bidders shall complete and submit Document Form 00470 – Statement of Intent – listing percentage of self-performance
In the event Prime Bidder intends to subcontract to SBBC-Certified S/M/WBE firm, Document *Form 00475* and Document Form *00470 must be completed and submitted with proposal*, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB.

It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:

a. **SBBC SMWBE Certificate or**
b. **SBBC Letter of SMWBE Certification**

Also visit browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements:

If Awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

SECTION 7 – MINIMUM INSURANCE REQUIREMENTS

Revised

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. ~~**Professional Liability/Errors & Omissions.** Awardee shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.~~

3. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

4. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

5. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

7. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

8. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

9. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

SECTION 8 – FORMS AND ATTACHMENTS

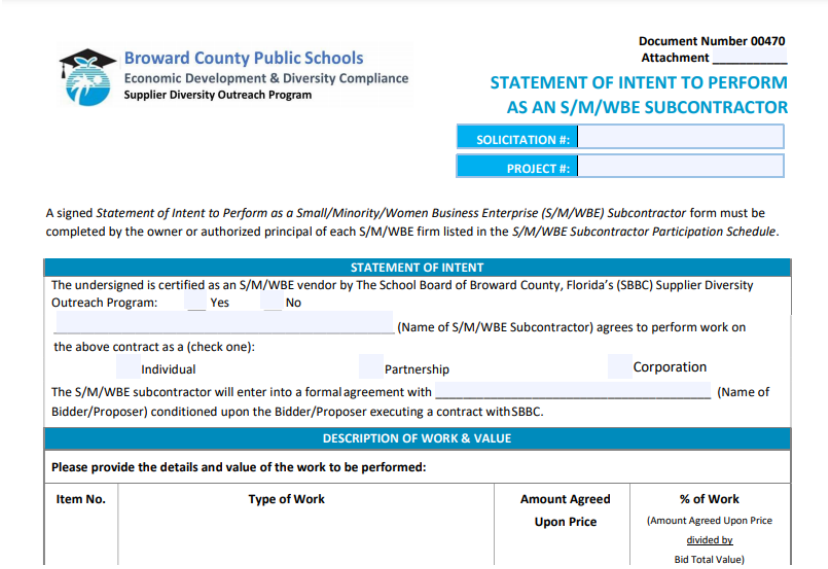
Please fill out all the attachments below. Some attachments must be notarized.

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. FORM 00470 – STATEMENT OF INTENT

Document Link:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470 Statement of Intent 2021.pdf
Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:
PROJECT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ___ Yes ___ No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

___ Individual ___ Partnership ___ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

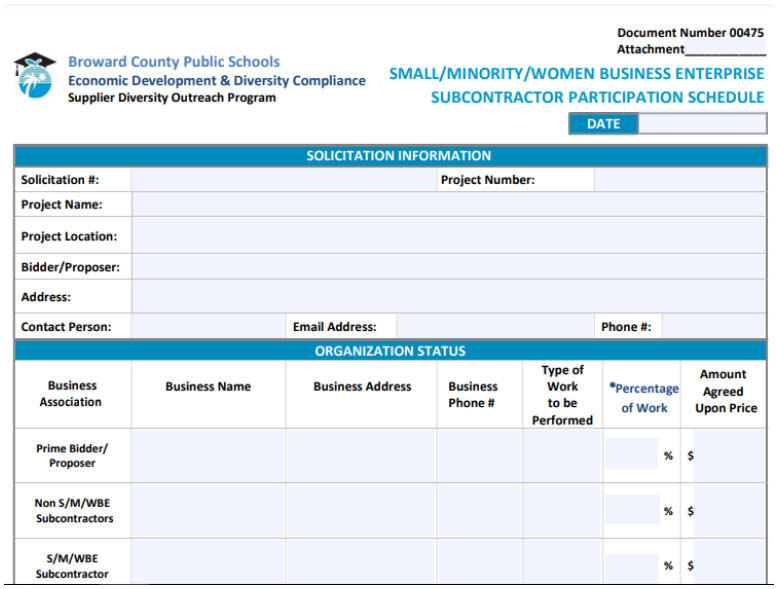
DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)

2. FORM 00475 - PARTICIPATION SCHEDULE FORM

Document Link:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf
Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION

Solicitation #:		Project Number:	
Project Name:			
Project Location:			
Bidder/Proposer:			
Address:			
Contact Person:	Email Address:	Phone #:	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/ Proposer					%	$
Non S/M/WBE Subcontractors					%	$
S/M/WBE Subcontractor					%	$

3. MONTHLY UTILIZATION REPORT

If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.
If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).
Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.
Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.
The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the certification webpage.
You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

4. FORM 00480 - S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Access the certified S/M/WBE directory at browardschools.com/SDOP
Document Link:
browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf
Document Preview:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)
Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM | DATE:

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Bidder/ Submitting Firm:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION

The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

The certified S/M/WBE directory is available at browardschools.com/SDOP.

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____
Signature Company Name

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – BIDDER PREFERENCE (Not Applicable to this Bid)

See Special Condition Click or tap here to enter text.

LEGAL OPINION OF BIDDER PREFERENCE

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ or Produced Identification ☐

Notary Public State of: _____

_____
(Type of Identification)

My commission expires: _____

_____
(Printed name of notary public)

_____
(seal/stamp above)

(Notary Public Signature)

ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT G – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Karlene Grant
BID: FY23-026 Musical Instrument Repair

SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name: _____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

Procurement & Warehousing Services
Broward County Public Schools

BID TO BE AWARDED BY ITEM
Bidders do not have to bid on ALL items.

The bid shall be awarded BY ITEM, as indicated on the Bid Summary Sheet, to the three (3) lowest price, responsive and responsible Bidders meeting specifications, terms, and conditions. The lowest priced Awardee for an item shall be considered the primary vendor and should receive the largest volume of work.

Item #	Description	Unit of Measure	All County Music, Inc.	Music Arts Enterprises, Inc.	Manuel Perez Woodwind Repairs, Inc.	Ace Stuart Music Company d/b/a Wellington Music Supplies
1	The hourly rate to repair all woodwind instruments	Per Hour	$120.00	No Bid	$38.00	$51.00
2	The hourly rate to repair all brass instruments.	Per Hour	$120.00	No Bid	$38.00	$51.00
3	The hourly rate to repair all string instruments.	Per Hour	$120.00	No Bid	No Bid	No Bid
4	The hourly rate to repair all percussion instruments.	Per Hour	$120.00	No Bid	No Bid	$51.00
5	The hourly rate to repair all electrical instruments.	Per Hour	No Bid	$45.00	No Bid	No Bid
6	The hourly rate to repair all cases.	Per Hour	$120.00	No Bid	$38.00	$51.00

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-21.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-029 - Motor Coach Transportation Services
ADDED

REQUESTED ACTION:

Approve the Second Renewal and Additional Budget Authority of $700,000 for Invitation to Bid (ITB) ITB-FY23-029 - Motor Coach Transportation Services awarded to the 23 Vendors listed in the Requested Action of the Executive Summary for a term that commences on July 1, 2026, and concludes on June 30, 2027. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letters-23
- Evaluations-4
- Invitation to Bid

FINANCIAL IMPACT:

$700,000. Funding is included in school and department budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

ITB-FY23-029 - Motor Coach Transportation Services

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Second Renewal and Additional Budget Authority of $700,000 for Invitation to Bid (ITB) ITB-FY23-029 - Motor Coach Transportation Services awarded to the following 23 Vendors: 1) A Family Coaches Inc; 2) Ace Tours & Transportation, Inc.; 3) ACME Caribbean LLC; 4) Florida Trails, Inc. d/b/a Annett Bus Lines; 5) Atlantic Charters, Inc.; 6) Blue Lagoon Tour & Transportation Inc.; 7) Owens Production L.L.C d/b/a Classic Bus Lines; 8) Escot Bus Lines, L.L.C.; 9) Exotic Coach Lines, LLC; 10) FloridaTours.com LLC; 11) Jano Coach Lines, Inc.; 12) Jet Set Line, Inc.; 13) Kings College Tours, Inc.; 14) Miami Coach & Tours LLC; 15) My South Bus Tours, LLC; 16) Phoenix Bus Inc.; 17) Pico Bros Company LLC; 18) SA All Transportation LLC; 19) Signature Buses LLC; 20) Southern Bus Lines, Inc.; 21) Star West Transportation LLC; 22) Think Miami Bus Service, Inc.; 23) Travel by Bus! LLC; for a term that commences on July 1, 2026, and concludes on June 30, 2027.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Schools and departments will be able to continue securing motor coach transportation services for field trips, tours, athletic and scholastic events, conferences, and grant-related travel.
If the School Board votes "No"	• Schools and departments will not be able to continue securing motor coach transportation services for field trips, tours, athletic and scholastic events, conferences, and grant-related travel. This will prevent students from attending off-campus learning opportunities as well as competitions and other events which bring value to their educational journey.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Availability to secure effective motor coach transportation services to support students' and employees' travel.

Background/History
All schools utilize the ITB for extra-curricular motor coach transportation services to transport students, staff, chaperones, advisors, etc., to and from athletic and scholastic events, field trips, grad night, and single-day or overnight trips to various sites throughout Broward, Palm Beach, Miami-Dade Counties, and the State of Florida. Occasionally, trips may leave Florida and travel out of state. Awarded vendors under this Agreement shall be the only approved and qualified bus companies to provide these services to Broward County Schools.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original ITB Term: July 1, 2022, through June 30, 2025, First Renewal Term: July 1, 2025, through June 30, 2026, Second Renewal Term: July 1, 2026, through June 30, 2027, Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): SA All Transportation LLC, Think Miami Bus Service, Inc., Travel & Tours Global Management Company L.L.C.
Multi-Year Agreement:	Yes. The initial ITB contract is for three years with two one-year renewal options, subject to future School Board approval.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, Part I, the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the school district is capable of specifically defining the scope of work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funding is included in school and department budgets.
2. School and department budgets utilize mainly general funds for this purpose; however, grant and internal funds may be used for these contracted services based on availability.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/1/2026 – 6/30/2027	12 months	$700,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY27	12 months	General Fund, Grant Funds, Internal Funds	$700,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The renewal ensures uninterrupted access to approved motor coach transportation services for all schools and departments. This supports student participation in field trips, athletic competitions, academic events, and extracurricular programs.
School Selection /Prioritization	All schools District-wide are eligible to utilize the awarded vendors based on their specific transportation needs.
Community/ Stakeholder Engagement	Not Applicable

End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-22
Exhibit C: Evaluations-4
Exhibit D: Invitation to Bid

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	April 28, 2026
Previous Bid # (Ex: 10-004R):	FY23-029	**Buyer/PA:**	MARLEEN PADRON
New Bid Award Total:	$3,222,830	**Bid Title:**	Motor Coach Transportation Services
Previous Award Total:	$2,910,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/1/2022	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	45

SPEND REPORTING	
Purchase Order(s) Spend:	$2,522,830
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$2,522,830**
Average Monthly Expenditure:	$56,063
Unused Authorized Spending:	**$387,170**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
128925-FLORIDATOURS.COM LLC	N/A		$ 1,107,200
105657-CLASSIC BUS LINES INC	N/A		$ 337,695
124862-ACADEMY BUS, LLC	N/A		$ 316,761
101623-ATLANTIC CHARTERS INC	N/A		$ 266,273
102608-KINGS COLLEGE TOURS INC	N/A		$ 172,644
124780-SOUTHERN BUS LINES, INC.	N/A		$ 107,891
124784-ESCOT BUS LINES	N/A		$ 58,800
115580-TRAVEL BY BUS LLC	N/A		$ 52,574
138707-STARWEST TRANSPORTATION LLC	N/A		$ 24,850
102277-GOLD STAR TRANSPORTATION	N/A		$ 24,350
124861-ACADEMY BUS, LLC (WEST PALM BEACH)	N/A		$ 21,031
116204-MIAMI COACH AND TOURS	N/A		$ 11,700
115581-ANNETT BUS LINES	N/A		$ 5,631
130603-JET SET LINE INC	N/A		$ 5,300
144956-MY SOUTH BUS TOURS LLC	N/A		$ 4,705
137953-BLUE STAR COACH LINE LLC	N/A		$ 4,675
150163-JANO COACH LINES INC	N/A		$ 750
	PO VENDOR SPEND:		**$ 2,522,830**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 2,522,830**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Alan Strauss
Fund		**Title**	Superintendent
Functional Area		**Department/School Name**	South Regional
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/18/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

A Family Coaches Inc
Attn: Justin Myara
500 Ansin Blvd
Hallanadale Beach, FL 33009

Email: justin@afamilylimo.com
Phone: 954-522-7455

Subject: Letter of **Renewal** of the Contract
ITB #: FY23-029
ITB Title: Motor Coach Transportation Services

Dear Mr. Myara,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Justin Myara

Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Ace Tours & Transportation, Inc.
Attn: Alan Karp
5944 Coral Ridge Dr. Suite 122
Coral Springs, FL 33076

Email: alan@acetoursinc.com
Phone: 954-303-8490

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Karp,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

A. Karp 4/20/2026
Signature/Date - Authorized Representative

ALAN KARP
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

ACME Caribbean, LLC
Attn: Mike Amador
6193 NW 183 Street Suite 170008
Miami, FL 33015

Email: mikea@acmecaribbean.com
Phone: 954-454-0276

Subject: Letter of **Renewal** of the Contract
ITB #: FY23-029
ITB Title: Motor Coach Transportation Services

Dear Mr. Amador,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative 04/21/26

Michael Amador
Printed Name - Authorized Representative

BROWARD County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Atlantic Charters, Inc.
5440 N. State Road 7 Suite 205
Fort Lauderdale, Fl 33319

Email: atlanticcharters01@bellsouth.net
Phone: 954-448-2032

Subject: Letter of **Renewal** of the Contract
ITB #: FY23-029
ITB Title: Motor Coach Transportation Services

Dear Mr. Barrington,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

B. Samuels 4-21-2026
Signature/Date - Authorized Representative

Barrington Samuels
Printed Name - Authorized Representative

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County Public Schools

The School Board of Broward County, Florida

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Blue Lagoon Tour & Transporttion, Inc.
Dba Miami Jet Tours
Attn:
12707 NW 42 Avenue
Opa Lockla, FL 33054

Email: info@miamijettours.com
Phone: 786-351-2355

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Mulkay,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Ivette Moreno

Signature/Date - Authorized Representative

Ivette Moreno / Vice President

Printed Name - Authorized Representative

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County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Classic Bus Lines, Inc
Attn: Joyce LaPointe
1900 Preston Trail
Coral Springs, FL 33071

Email: Joycelap@att.net
Phone: 954-757-5520

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Ms. LaPointe,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/28/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Joyce M LaPointe
Signature/Date - Authorized Representative

Joyce M LaPointe
Printed Name - Authorized Representative

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County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Escot Bus Lines, LLC
6890 142nd Avenue N
Largo, Fl 33771

Email: info@escotbuslines.com
Phone: 727-545-2088

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Sklika,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

[signature] 4/22/26
Signature/Date - Authorized Representative

Payton Duplex
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Exotic Coach Lines, LLC
Attn: Giuseppe Marinelli
Address: 4846 N University Drive #276
Fort Lauderdale, FL 33351

Email: sales@exoticcoachlines.com
Phone: 954-800-8693

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Marinelli,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Giuseppe Marinelli 04/20/2026
Signature/Date - Authorized Representative

Giuseppe Marinelli
Printed Name - Authorized Representative

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County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

FloridaTours.com
6278 N Federal Highway #287
Fort Lauderdale, FL 33308

Email: crane@floridatours.com
Phone: 954-637-1933

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Crane,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Bret T. Brittenum 4/29/26
Signature/Date - Authorized Representative

Bret T. Brittenum, COO
Printed Name - Authorized Representative

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John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Superintendent of Schools

April 20, 2026

Florida Trails, Inc dba Annett Bus Lines
1130 Madrid Drive
Sebring, FL 33876

Email: sales@annettbuslines.com
Phone: 1-800-282-3655

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Annett,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

DAVID ANNETT

Printed Name - Authorized Representative

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BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Jano Coach Lines, Inc.
Attn: Matthew Janowitz
Address: 3615 Davie Blvd.
Fort Lauderdale, FL 33012

Email: info@janobus.com
Phone: 305-526-6287

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Janowitz,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

4/21/26
Signature/Date - Authorized Representative

Matthew Janowitz
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Jet Set Line Inc.
3718 L B McLeod Road
Orlando, Florida

Email: sales@jetsetusa.com
Phone: 407-649-6599

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Concha,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

A. Yani Concha 04/22/2026
Signature/Date - Authorized Representative

A. Yani Concha
Printed Name - Authorized Representative

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County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 20, 2026

Kings College Tours dba K ng Tours & Transportato
13320 NW 18th Court
Miami, Florida 33167

Email: kingtours@aol.com
Phone: 305-953-7771

Subject: Letter of **Renewal** of the Contract
ITB #: FY23-029
ITB Title: Motor Coach Transportation Services

Dear Mr. King,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Please sign and date this document in the space provided and return it to my attention no later than 4/27/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Antonio King

Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Miami Coach and Tours
8101 Byron Avenue #502
Miami Beach, Florida 33141

Email: miamicoachtours@gmail.com
Phone: 305-799-7096

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Cevik,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

ZAFER CEVIK 4/28/2026
Signature/Date - Authorized Representative

Zafer Cevik
Printed Name - Authorized Representative

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County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

My South Bus Tours LLC
8362 Pines Blvd., Suite @206
Pembroke Pines, Fl 33024

Email: info@mysouthbustours.com
Phone: 954-983-1292

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Dimanche,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

JEAN A. DIMANCHE
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Phoenix Bus Inc
Attn: Wagner Triska Jr.
Address: 3220 37th Street
Orlando, FL 32839

Email: contact@phoenixbusorlando.com
Phone: 407-574-7662

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Triska,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

04/21/2026
Signature/Date - Authorized Representative

Wagner Triska Jr - President
Printed Name - Authorized Representative

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Pico Bros Company LLC
Attn: Jean Pico
Address: 428 Ring Rd
Orlando, FL 32811

Email: sales@picobros.com
Phone: 877-777-0045

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Pico,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/28/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

JEAN PICO - 04.21.2026
Signature/Date - Authorized Representative

JEAN PICO
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

SA All Transportation LLC
Attn: Alberto Sanchez
Address: 12901 SW 17th Street
Miami, FL 33175

Email: saalltransportation@gmail.com
Phone: 305-857-7383

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Sanchez,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Alberto Sanchez

Printed Name - Authorized Representative

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BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
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Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Signature Buses LLC
Attn: Sebastian Arregoces
Address: 11856 NW 35th Street
Sunrise, FL 33323

Email: info@signaturebuses.com
Phone: 305-854-4394

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Arregoces,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

4/22/2026
Signature/Date - Authorized Representative

Sebastian Arregoces
Printed Name - Authorized Representative

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BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Southern Bus Lines, Inc.
8601 SW 129th Terrace
Miami, Florida 33156

Email: Joaquin@southernbuslines.com

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Urquiola,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

4-21-26
Signature/Date - Authorized Representative

Alexida Cobo
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

StarWest Transportation
4026 Inverrary Blvd. Unit
161 Lauderhill, Florida 33319

Email: dale@starwest-transportation.com
Phone: 954-533-6033

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. West,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/28/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Dale West

Printed Name - Authorized Representative

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BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Think Miami Bus Service, Inc.
Attn: Barbara Riveron
Address: 25101 SW 129th Ct
Homestead, FL 33032

Email: miamibusservice@yahoo.com
Phone: 786-556-0289

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Ms. Riveron,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/28/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Barbara Riveron

Printed Name - Authorized Representative

Established 1915
BROWARD County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
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john.white2@browardschools.com
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 21, 2026

Travel By Bus, LLC
2322 SW 57th Way
West Park, Florida 33023

Email: john@travelbybususa.com
Phone: 305-884-0558

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-029
ITB Title:	Motor Coach Transportation Services

Dear Mr. Thulin,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3 – Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

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☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 4/28/2026. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Marleen Padron

Marleen Padron
Purchasing Agent III

VENDOR RESPONSE

4-23-26
Signature/Date - Authorized Representative

JOHN G. THULIN
Printed Name - Authorized Representative

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-029	**Bid Title:** Motor Coach Transportation Services
Purchase Order #: 4526010780	**Product/Service Provided:** Transportation
Supplier (Company) Name: Classic Bus Lines	
Contact Name: Joyce LaPointe	**Contact Phone #:** (954) 757 - 5520

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Debbie Birnbaum	**Title:** Budgetkeeper	**Contact Phone #:** (754) 322 -1272
School/Department: Coral Glades High School		
Participant's Signature: Debbie Birnbaum	**Date:** 05/04/2026	

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-029	**Bid Title:** Motor Coach Transportation Services
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Florida Tours.com LLC	
Contact Name: Crane Gladding	**Contact Phone #:** (954) 637 - 1933

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Supplier goes above and beyond for our athletic travel needs. Customer service is stellar.

EVALUATION FORM COMPLETED BY:

Name: Alicia Mercado	**Title:** Accounting Specialist II	**Contact Phone #:** (754) 321 - 3615
School/Department: Athletics and Student Activities		
Participant's Signature: Alicia Mercado	**Date:** 4/29/2024	

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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Sunrise, Florida 33351

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(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-029	**Bid Title:** Motor Coach Transportation Services
Purchase Order #: 7526005363	**Product/Service Provided:** Transportation
Supplier (Company) Name: Jano Coach Lines, Inc.	
Contact Name: Matthew Janowitz	**Contact Phone #:** (305) 526 - 6287

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☑	☐	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Reached out to teacher who requested bus the only issue he had was that the AC in the back of the bus wasn't working but overall price was reasonable compared to other vendors and the customer service was excellent.

EVALUATION FORM COMPLETED BY:

Name: Christiana Fowlin	**Title:** Budget Keeper	**Contact Phone #:** (754) 322 -0236
School/Department: Boyd H. Anderson		
Participant's Signature: C Fowlin	**Date:** 05/04/2026	

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

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Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-029	**Bid Title:** Motor Coach Transportation Services
Purchase Order #: 4526005962	**Product/Service Provided:** Transportation
Supplier (Company) Name: Southern Bus Lines Inc.	
Contact Name: Joaquin Urquiola	**Contact Phone #:** (305) 731 - 2234

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Debbie Birnbaum	**Title:** Budgetkeeper	**Contact Phone #:** (754) 322 -1272
School/Department: Coral Glades High School		
Participant's Signature: Debbie Birnbaum		**Date:** 05/04/2026

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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Patricia Good, Vice Chair

Lori Alhadeff
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Donna P. Korn
Sarah Leonardi
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Dr. Vickie L. Cartwright
Superintendent of Schools

4/13/2022

Dear Prospective Bidders,

SUBJECT: **Instructions to Bidders**
Invitation to Bid: FY23-029 – Motor Coach Transportation Services

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Motor Coach Transportation Services**. Any questions regarding this ITB should be addressed to me, in writing via e-mail to **michelle.wilcox@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)**

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **michelle.wilcox@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Michelle Bryant Wilcox
Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

4/29/2022

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
FY23-029	**4/13/2022**	Michelle Bryant Wilcox 754-321-050

BID TITLE:

MOTOR COACH TRANSPORTATION SERVICES

SECTION 1 – BIDDER ACKNOWLEDGEMENT

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip Code:	State: Zip Code:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ Conflict of Interest Form Section 8, Attachment B	☒ Certificate of Debarment Section 8, Attachment C	☐ Manufacturers Authorization Special Condition __	☐ Bidder's Preference Statement Special Condition __
☒ Bid Summary Sheet Section 5	☐ Material Safety Data Sheets Special Condition __	☒ S/M/WBE Participation Schedule (Attachment A)	☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)
☐ Descriptive Literature Special Condition ____	☐ Bid Bond	☐ Descriptive Literature Special Condition ____	☐ Descriptive Literature Special Condition ____

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 2 – CALENDAR

Wednesday, April 13, 2022	Release of ITB FYFY23-029
Tuesday, April 19, 2022	Vendor written questions due on or before 5:00 p.m. ET
Friday, April 29, 2022*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Tuesday, May 3, 2022	Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor. FACE MASK REQUIRED.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

    The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

    An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

37. (Continued):
    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

    b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: **http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf**. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
    a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
    b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the contract award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **E-VERIFY**: Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

SECTION 4 – SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Motor Coach Transportation as specified herein. The intent of this Invitation to Bid is to seek pre-approved vendors to provide charter-bus services. The scope of requirements includes, but is not limited to, extra-curricular transportation services to transport students, staff, chaperones, advisor, etc., to and from athletic and scholastic events, field trips and grad night/grad bash. Single day trips may be to various sites through Palm Beach, Broward and Miami-Dade Counties, as well as, including several overnight trips throughout the State of Florida. On occasion, trips may leave the State of Florida and travel out of state. Companies awarded this contract shall be the only approved and qualified bus companies to provide these services to SBBC. **Bidders must own or lease their motor coach. Approve motor companies will be allowed to subcontract out transportation services only to other SBBC approved motor coach vendors**.

   One (1) hard-copy bid(s) must be sent with the bid; one identical electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening

   SCHOOL BUS TRANSPORTTION SERVICE IS NOT INCLUDED IN THIS ITB. SCHOOL BUS TRANSPORTATION SERVICE WILL BE BID SEPARATELY.

   Charter Bus companies offering "coach" transportation and operating as a regulated common carrier under the Department of Transportation, will be approved to operate only those coaches registered to the company which permanently displays, on the bus, the company name and registration number.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning 7/1/2022 and continuing through 6/30/2025.** Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract may be reduced to one year.

3. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for Three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 10 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

   When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

4. **AWARD:** In order t mee the needs of SBBC, award will be made to all respondents that are responsive and responsible who comply with all for the specifications, terms and conditions of this bid in order to establish a pre-approved vendor list. It shall be at the sole discretion of the District to make an award for creation of the vendor list. To be considered, bidders MUST agree to comply with no deviation with Bid Specification 5 as well as complete all of the information requested on the Bid Summary Sheet and the Additional Information included within this Bid. **Failure to do so will result in your bid being rejected.**

   After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

5. **ADDITIONAL VENDORS**: SBBC reserves the right to increase the pool of bus companies to provide the services included in the ITB, if deemed necessary by SBBC Subject to approval, additional providers will be added to the poll of awarded bus companies. Regardless as to the year a bus company is added to the pool of awarded coach bus companies, all awards will be terminated at the end of this ITB.

6. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Michelle Bryant Wilcox**, Procurement & Warehousing Services, 754-321-0503 or e-mail at michelle.wilcox@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Michelle Bryant Wilcox , nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the

bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

7. **PAYMENTS**: All trips shall be paid "**AFTER**" Services are rendered. Awardee(s) will be allowed to collect a small security deposit, for field trips which will not exceed 25% of the total invoice prior to scheduled services. If, in the opinion of SBBC, Awardee(s) fails to satisfactorily perform the required services, the following actions will occur:

   a. SBBC reserve the right to assess appropriate damages and deduct said damages as specified herein for services in default and pay the remaining balance due to Awardee(s); and/or

   b. SBBC has the right to withhold payments from Awardee(s) for non-compliant trip(s). Payment(s) shall be withheld until Awardee (s) and SBBC reach an acceptable resolution to unsatisfactory issues encountered during trip(s). SBBC shall only pay full and final payments to Awardee(s) after full satisfactory services(s) have been rendered.

8. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

9. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

10. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first two years of the contract. A request form price adjustment with proper documentation justifying the adjustment, may be submitted, in writing 30 days prior to the second anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter or at the time of renewal. Unit price adjustment must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment. **FUEL SURCHARGES ARE NOT ALLOWED UNDER THIS CONTRACT.**

11. **FLORIDA BIDDER'S PREFERENCE**: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

12. **INVOICES:** Invoices **MUS**T include **PURCHASE ORDER** number. The invoice must be itemized to include the total number of bus(es) provided, hourly rate or flat fee, or if required an extra driver as provided on the Bid Summary Sheet and any additional charges that is allowed under this ITB (lodging, food and gratuity for overnight stay). Invoices shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301.

13. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to purchasinghelpdesk@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

14. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

15. **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

SECTION 5 –PRICING & SPECIFICATIONS SHEET

1. REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

The proposal submitted must clearly indicate the name of the responding firm, as well as the name, address, and telephone number of the primary contact at proposer's organization. The Bidders shall demonstrate their experience in the advertising industry, including experience in providing market and financial analysis of advertising sites.

All companies provide services as FMCSA carriers must be in full compliance with Federal and state guidelines.

In no more than twenty (20 pages, the Bidder must include the following information within the submitted proposal:

REQUIREMENTS SUBMITTAL	INCLUDED IN THE SUBMITTAL	
	YES	NO
1. Provided a copy of U. S. Department of Transportation Federal Highway number must be provided: D.O.T.#_____. Please indicate the number in the space provided.		
2. Provide copies of all current annual inspections' reports, for all buses used to transport Broward County Public Schools students.		
3. Provide a list of Buses with VIN number, including brand and model.		
4. Provide a list of Bus Drivers with License numbers.		
5. Provide three commercial references, including the contact persons at each location by name, position and phone number, who have used the proposer for charter bus services for field trips, education turs, grad night, and grad bash.		

2. **COMMUNICATION** – All Interstate Commerce Commission carrier buses must be able to communicate with other buses if traveling (in group) and the main office at all times by means of mobile radio, portable radio and/or cellular telephone. The price for this communication coverage should be included with the cost of each trip being bid. If the primary vendor on any item does not have the total number of buses required for a trip, the school or department may contact other vendor(s) on award that has the total number of buses and can insure communication between all of the buses I the trip.

3. **EQUIPMENT**: All buses, regardless of size or number of passengers that can be transported, must be 2000 models or newer. Older models are not acceptable. For in county and out of county and out of state trips. Airconditioned buses with restrooms are required. Additionally, all buses must be equipped with TV and VCR or DVD for out of county and out of State trips, with no exception. All equipment must be properly serviced, maintained, and clean.

   All chartered buses used shall be properly licensed and shall be regulated by and meet safety standards of the Federal Motor Carrier Safety Administration and Florid Public Service Commission (FMCSA)

   CHARTER SCHOOLS: Services awarded under this contract shall be made available to Charter Schools approved by the SBBC. The SBBC is not responsible or liable for purchases that may be made by Charter Schools.

4. **SCHOOL BUSES**: School buses **SHALL NOT** be considered in the award of this contract.

5. **PERFORMANCE**: Vendors failing to perform as required by this Contract, including no-show, partial or total, ma be considered in default and the award terminated by the School Board.

6. **VENDOR REQUIREMENTS**: All awarded vendors providing services as ICC carriers must be in full compliance with federal and state guidelines. Vendors must have available upon request the following:

   a. Copies of all current annual inspection reports, for all buses used to transport School Board of Broward County students.
   b. Current medical and drug test verification for all approved drivers.
   c. Monthly inspection reports on each bus which provides transportation. In addition, the facility repair records, bus records, buses and driver's information including the driver's evaluation criteria must be available upon request during site visits. Site visits will be random and will be scheduled by a representative of the School Board off Broward County, to determine whether bid requirements are being

adhered to. All operational procedures and buses must meet all State and Federal Motor Carrier Laws and be registered as a regulated common ICC carrier. The District reserves the right to request documentation for proof of compliance to applicable laws.

d. The vendor's Policies and Procedures manual must be available upon request by the School Board of Broward county Purchasing Department.

7. **DRIVERS-CHARTERED**:

a. All drivers for FMCSA carriers must have a current commercial driver license and proof of such must be available upon request by the School Board of Broward County, Florida Purchasing Department.
b. There shall be no drivers used to fulfill this contract requirements that have suspended or revoked driver licenses.
c. Proof of current Department of Transportation requirements for medical and drug-testing compliance must be available upon request by the School Board of Broward County, Florida.
d. Driver must drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.
e. Driver assigned to the School Board of Broward County, receive a background screening in compliance with the Jessica Lunsford Act before the drivers are assigned trips. (See General Condition 54).
f. Drivers failure to wear or do not have an ID will result in cancellation of trips at Awardee's expense.
g. Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
h. A non-smoking policy shall be in effect. The District requires that no smoking be permitted on any buses transporting students.
i. The vendor shall make sure that every employee on the vendor's work force is provide an identification badge.

8. **PROCEDURES/SCHEDULING**: Schools/departments will contract with the transportation companies approved through the bid process. Schools/department will operate under the following procedures when ordering contracted transportation services. Transportation companies agree to follow the procedures by responding to the bid.

a. Transport students on field trips daily and/or on weekends in and out of county.
b. The school/department will prepare an itinerary and email or fax to the vendor.
c. The vendor will provide a quote for the cost for each trip to the requesting school/department
d. The school/department will, upon acceptance of the quote, either enter a requisition which will be processed by the District Purchasing Department into a purchase order which will dispatched to the vendor or, issue an Internal Account Purchase Order to the vendor.
e. Receipt of a purchase order will be binding on the vendor to provide services as stated. The Purchasing Department and school/department reserves the right to adjust the amount of the purchase order for services not rendered.
f. The vendor will accept cancellations made by the school/department up to five (5) business days prior to the date of trip with no penalty to the school/department. Thereafter, if the school/department cancels bus transportation less than five business days before the date of the trip, the school/department will forfeit 15% of the total cost of the trip.
   - Awarded vendors will not charge a processing fee for the issuance of any refunds.
   - In the event the awarded vendor is required to provide a school, department, or employee a refund for a canceled trip, it agrees that it will not offer a credit for future services as a substitute for a refund. Awarded vendor agrees to provide the school, department, or employee a refund in the same form of payment as the original payment made to the vendor.
   - Awarded vendor agrees that it will not delete or add any terms or conditions in individual agreements with a school, department, or employee that conflict with the terms of the General Conditions and Special Conditions. In the event of any conflict or ambiguity between the terms of the General Conditions and Special Conditions with an individual agreement with a school, department, or employee, the awarded vendor agrees that the General Conditions an Special Conditions shall control.

9. **PRICE PROPOSAL**: Price offered by the Bidder(s) shall include, but not limited to, **all equipment, drivers, services, insurance, fuel charges, transfer rates, tolls, parking fees and any other expenses required to fulfill the requirements of each trip or route**. Pricing submitted shall be a single cost per item Multiple pricing shall disqualify bid item. SBBC will not pay any additional cost(s) above Awardee's bid price except for (**OVERNIGHT STAY ONLY**-driver's lodging, meals and gratuity) and any other expenses required to fulfill the required of each trip. Awardee(s) shall be compensated at the applicable contracted price(s), as indicated on the **BID COST SUMMARY SHEET**(Attached as a separate spreadsheet)

BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Two (2) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

TAB 1 - COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

TAB 2 – PRICING

SECTION 6 – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) AFFIRMATIVE PROCUREMENT INITIATIES (API)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and

joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise

annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, S/M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is the SMWBE Annual Aspirational Goals: This non-mandatory goal encourages all Bidders/Proposers to voluntarily engage SBBC Certified SMWBE firms as subcontractors.

Prime Bidders may establish the scope of work and the percentage of participation based on the total contract value. Scope of work includes suppliers, ancillary services, transportation, task and activities described as services/specifications on the solicitation. The percentage of participation for SBBC Certified SMWBEs may range from 0.5% to 45% for ancillary services, and from 1% to 45% for task/activities under the description of services/specifications on the final contract.

*****NOTE TO BIDDERS******

S/M/WBE Prime Bidders shall complete and submit Document Form 00470 – Statement of Intent – listing percentage of self-performance

In the event Prime Bidder intends to subcontract to SBBC-Certified S/M/WBE firm, Document *Form 00475* and Document Form *00470 must be completed and submitted with proposal*, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB.

It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:

a. **SBBC SMWBE Certificate or**
b. **SBBC Letter of SMWBE Certification**

Also visit browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements:

If Awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

SECTION 7 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. **Professional Liability/Errors & Omissions.** Awardee shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

3. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

4. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $2,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $2,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

   _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

5. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

7. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

8. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

9. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

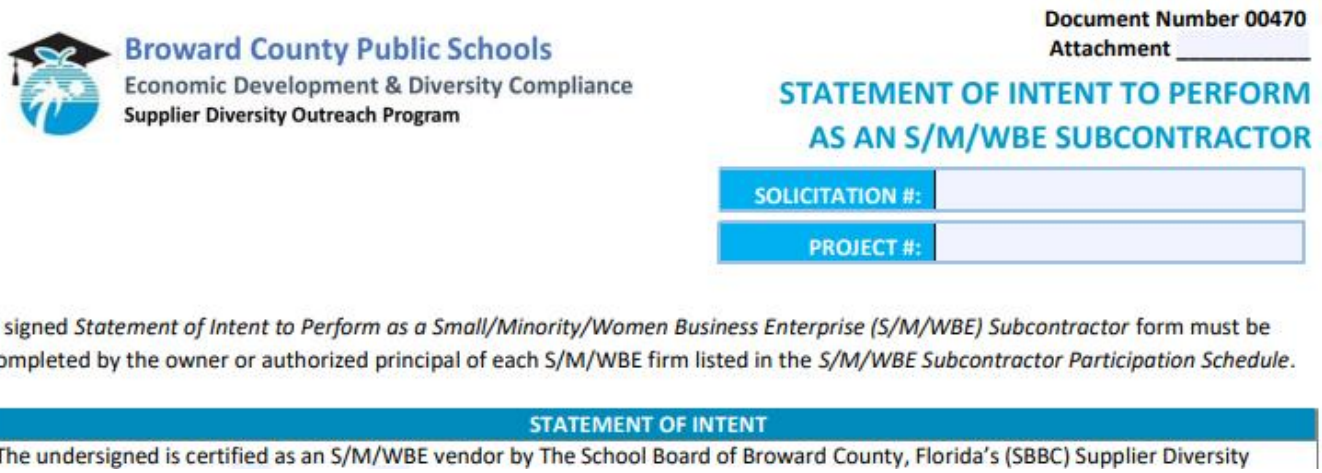
SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. Document Number 00470 - Statement of Intent
Document Link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00470%20Statement%20of%20Intent%202021.pdf
Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

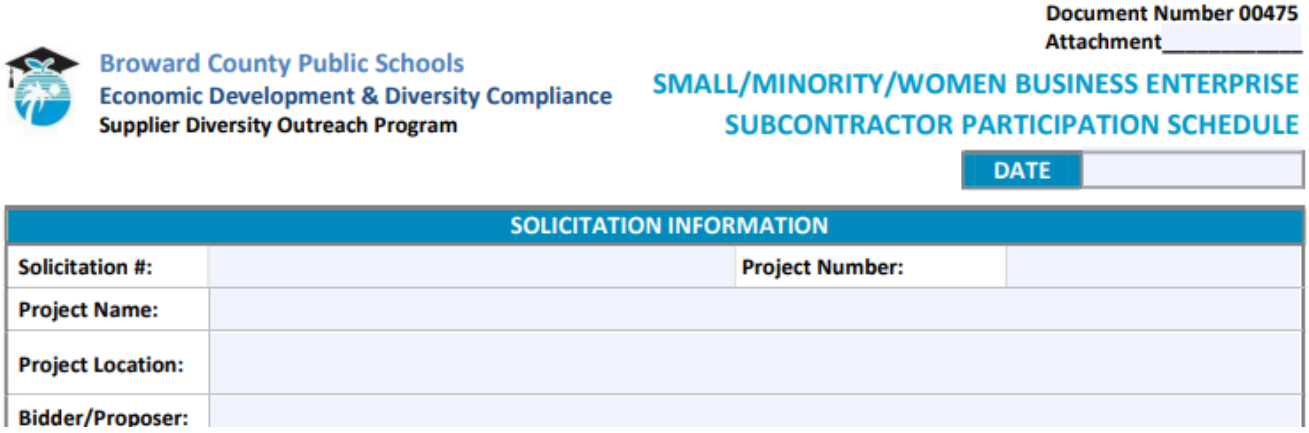
STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:	
PROJECT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. Document Number 00475 - Participation Schedule Form
Document Link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00475%20Participation%20Schedule%202021.pdf
Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

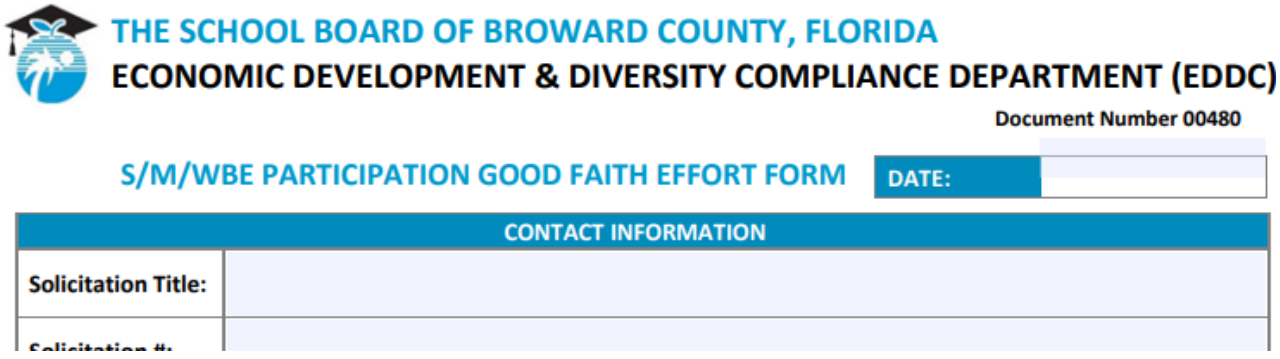
Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Solicitation #:		Project Number:	
Project Name:			
Project Location:			
Bidder/Proposer:			

3. Document Number 00480 - Good Faith Effort Form
Document Link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00480%20Good%20Faith%20Effort%20Form.pdf
Document Preview:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

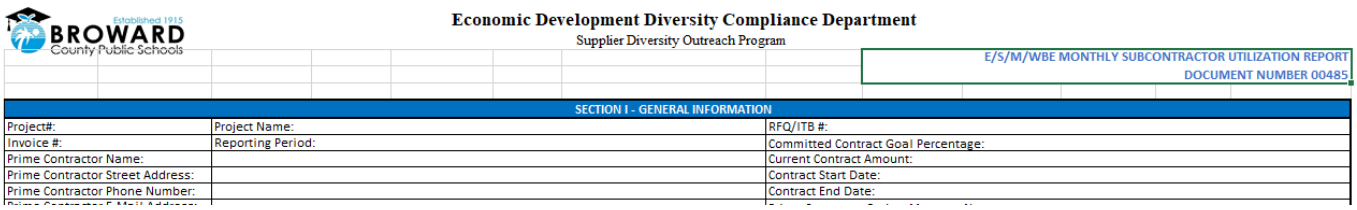
Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM DATE:

CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	

The following form is due <u>after</u> Bid has been awarded:

1. Document Number 00485 – Utilization Report
Document Link: https://www.browardschools.com/Page/59114
Document Preview:



Economic Development Diversity Compliance Department
Supplier Diversity Outreach Program

E/S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT
DOCUMENT NUMBER 00485

SECTION I - GENERAL INFORMATION		
Project#:	Project Name:	RFQ/ITB #:
Invoice #:	Reporting Period:	Committed Contract Goal Percentage:
Prime Contractor Name:		Current Contract Amount:
Prime Contractor Street Address:		Contract Start Date:
Prime Contractor Phone Number:		Contract End Date:

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf

- SDOP website with list of Certified S/M/WBE Vendors: https://www.browardschools.com/Page/59879

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____

Signature Company Name

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link:
http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – BIDDER PREFERENCE

See Special Condition 11

LEGAL OPINION OF BIDDER PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ or Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT G – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: MICHELLE BRYANT WILCOX
BID: FY23-022 MOTOR COACH TRANSPORTATION SERVICES

SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-22.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY21-037 – Telecommunications Voice Equipment and Services, Circuit ADDED

REQUESTED ACTION:

Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AT&T Enterprises, LLC, for a term that commences on July 1, 2026, and concludes on June 30, 2027, with budget authority in the amount of $2,785,038. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Third Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Second Amendment
- Third Amendment
- Renewal/Evaluation

FINANCIAL IMPACT:

$2,785,038. The Information System Division, Facilities Capital Budget, along with the Department and School General Fund, will directly cover the costs of purchasing telecommunication voice equipment and services.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Trey Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

RFP-FY21-037 – Telecommunications Voice Equipment and Services, Circuit

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AT&T Enterprises, LLC, for a term that commences on July 1, 2026, and concludes on June 30, 2027, with budget authority in the amount of $2,785,038.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Procurement conducted through a competitive solicitation in accordance with School Board Policy 3800 – Purchasing Policies.
Statutory Requirement	• Procurement complies with Florida Administrative Code Rule 6A-1.012 governing purchasing for educational institutions.
If the School Board votes "Yes"	• SBBC will maintain uninterrupted telecommunications services supporting daily operations, emergency communication systems, and critical safety-related phone lines across schools and administrative locations.
If the School Board votes "No"	• SBBC may experience disruption to telecommunications services, impacting daily communication and critical safety systems, including elevator emergency phones and fire alarm monitoring lines.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety • Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Maintain reliable District-wide telecommunications services supporting schools and administrative locations. • Ensure continued operation of critical safety phone lines, including elevator emergency phones and fire alarm monitoring lines. • Support communication needs for schools and District departments through the District's centralized telephone system. • Maintain continuity of existing telecommunications infrastructure, protecting the District's long-term technology investment.

Background/History

SBBC maintains a centralized telephone system that supports voice communication for schools and administrative offices. This system enables staff and departments across the District to make and receive phone calls and maintain reliable communication for daily operations.

AT&T Enterprises, LLC provides telephone services that connect the District's telephone system to external networks, enabling communication with parents, staff, community members, and other organizations. These services also support critical operational and safety communication lines, including elevator emergency phones, fire alarm monitoring lines, fax lines, and long-distance calling.

The School Board originally approved RFP-FY21-037 - Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services on December 15, 2020, with the contract term beginning December 29, 2020. The Agreement includes renewal options that allow the District to continue receiving these telecommunications services. These services are essential to maintaining uninterrupted communication between schools, District departments, families, and external partners, and are critical to the District's operational and safety infrastructure.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 1, 2026, through June 30, 2027.
Multi-Year Agreement:	Yes. This Agreement was originally approved by the School Board on December 15, 2020, and includes renewal options that allow the District to continue receiving telecommunications voice services supporting the District's centralized telephone system.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section (III, B) and Rule 6A-1.012(7) Florida Administrative Code; In the submittal of responses to Requests for Proposals, The School Board may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal. The School Board is not required to request proposals for purchases made from contracts of the Department of Management Services as referenced in subsections (2) and (5) of 6A-1.012, Florida Administrative Code. A copy of the RFP documentation is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP-FY21-037_TelecommunicationsVoiceEquipmentandServices,Circuit-SwitchedandSIP.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funding for this item is included in the FY27 Projected Budget Allocation.
2. The Information System Division (ISD), Facilities Capital Budget, along with the Department and School General Fund, will directly cover the costs of purchasing telecommunication voice equipment and services.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
July 1, 2026 – June 30, 2027	12 months	$ 2,785,038

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	12 months	ISD General Fund Facilities Capital Departments & Schools general fund	$ 2,785,038

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Telephone services supported under this Agreement enable schools to maintain daily communication with District departments, families, and community partners. These services also support critical safety-related phone lines, including elevator emergency phones and fire alarm monitoring systems.
School Selection /Prioritization	Not applicable
Community/ Stakeholder Engagement	The Infrastructure Services Department coordinated with the vendor as part of the renewal process to review service continuity and updated terms. Formal stakeholder engagement was not conducted; however, the continuation of services is based on established operational needs supporting communication between schools, District departments, families, and emergency services, as well as critical safety-related phone lines.
End-User Input	The Infrastructure Services Department maintains ongoing operational oversight of the District's centralized telephone system and incorporates user needs through system monitoring, maintenance, and coordination with service providers.
Technology/Capital Expected Lifecycle/Replacement Cycle	The District's centralized telephone system is supported through ongoing service agreements and periodic technology updates to maintain reliability, compatibility with existing infrastructure, and continuity of communication services across schools and administrative locations.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Second Amendment
Exhibit E: Third Amendment
Exhibit E: Renewal Letter/Evaluation

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 27, 2026
Previous Bid # (Ex: 10-004R):	FY21-037	**Buyer/PA:**	Tyrri Mccloud
New Bid Award Total:		**Bid Title:**	Telecommunications Equipment and Services
Previous Award Total:	$14,700,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/29/2020	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	65

SPEND REPORTING	
Purchase Order(s) Spend:	$12,297,991
P Card Purchases:	$645
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$12,298,636**
Average Monthly Expenditure:	$189,210
Unused Authorized Spending:	**$2,401,364**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
110200-AT&T COMMUNICATION	N/A		$ 11,907,257
123696-AT&T	N/A		$ 270,000
123697-AT&T	N/A		$ 80,788
123700-AT&T - PRO - CABS	N/A		$ 39,946
	PO VENDOR SPEND:		**$ 12,297,991**
	P-CARD SPEND:		**$ 645**
	TOTAL SPEND:		**$ 12,298,636**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Jason Greenberg
Fund	1000	**Title**	Director
Functional Area	7903721720000000	**Department/School Name**	Infrastructure Services
Commitment Item	53720000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/27/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

January 13, 2021

Lizmary Whyte, Client Solutions Executive 4 SLED
AT&T Corporation
321 Southeast Second Street
Delray Beach, Florida 33483

RE: FY21-037 – Telecommunications Equipment & Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, United AT&T Corporation. This is the result of the School Boards approval on December 15, 2020, for item OO-22. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Harmoni Clealand, Purchasing Agent
Phillip H. Dunn II, Chief Information Officer
Esperanza Diaz-Bello, Client Solutions Executive 4 SLED
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2020-12-15	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-22.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY21-037 – Telecommunications Equipment and Services**

REQUESTED ACTION: **Approve the recommendation to award the above Request for Proposals (RFP); Contract Term: December 29, 2020 through June 30, 2024; Award Amount: $14,700,000; Awarded Vendor: AT&T Corp.; User Department: Information Technology.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Tool Development, Implementation, & Use	***Safety, Security, & Risk Mitigation***

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics?** **NO**

If YES, identify the primary metric and include the corresponding figures in the table below.

Primary Goal & Metric:

Effective Communication	***N/A***

Level	Baseline	2024 Target	Most Current
N/A	N/A	N/A	N/A

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target
N/A	N/A	N/A

If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.

Continuation of telecommunication services to support District communications including 911 services.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

This bid is used to procure and support Avaya and Tadiran voice telephone goods (for example: desktop or wall mounted phone sets) and services the support the District's communication needs. Although this contract is owned by Information Technology, the services are utilized District-wide.

There are no Small/Minority/Women Business Enterprise Vendors on this bid.

RELATED ITEMS

EXHIBITS

- Executive Summary
- Agreement
- Financial Analysis Worksheet
- Recommendation Tabulation

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. N/A
2.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item? **NO**

If YES, How much additional funding is necessary to implement this item?

If NO, How much existng funding will be spent to implement this item? $14,700,000

SOURCE OF FUNDS: IT operating budget and capital budget for Avaya VIOP phone upgrade project included in the Adopted District Educational Facilities Plan (September 1, 2020).

Spending Authority

Is additional spend authority required for this item? **YES**

If YES, How much additional spending authority is necessary to implement this item? $14,700,000

Staffing

Is additional staff required in relation to the implementation of this item? **NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Phone:
Phillip H. Dunn II	954-321-2607
Mary C. Coker	954-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods, Chief Strategy & Operations Officer

Signature

Electronic Signature

Form $4189 Revised 1/20

RWR/JSM

Approved in Open Board Meeting On: DEC 15 2020

By: School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of December, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AT&T CORP.
(hereinafter referred to as "AT&T"),
whose principal place of business is
One AT&T Way, Bedminster, New Jersey 07921

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-037, Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services ("RFP"), dated July 13, 2020, and amended by Addendum No. 1 dated August 6, 2020 and Addendum No. 2 dated August 21, 2020, all of which are incorporated by reference herein, for the purpose of receiving proposals for telecommunications services and products; and

WHEREAS, AT&T submitted a proposal in response to the RFP ("Proposal") incorporated by reference herein whereby AT&T offered to provide these telecommunications services and products.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement commences on December 29, 2020 and concludes on June 30, 2024. The term of the Agreement may, by mutual agreement between SBBC and AT&T, be extended for three (3) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided**. AT&T shall provide the services described in the scope of work and abide by the obligations and responsibilities listed within the RFP with the following modifications:

a) Section 6.7 of the RFP is replaced with: **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify AT&T promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the Services or AT&T Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AT&T shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. AT&T's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AT&T in the defense of such Infringement Claims. However, the foregoing indemnification obligations shall not apply to an infringement claim based on SBBC or its user's substantive content or arising from SBBC's misuse or modification of AT&T's products or SBBC's operation or use of AT&T's products in a manner not contemplated by the Agreement or the purchase order.

(b) Section 7.18.1 of the RFP is replaced with: **DISPUTES:** in the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding on all parties. Provided however, that AT&T reserves all rights to have such interpretation resolved de novo by in litigation in compliance with the provisions in Section 3.08 herein.

(c) Section 7.19 of the RFPis replaced with: **PATENTS & ROYALTIES:** AT&T, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If AT&T uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. However, the foregoing indemnification obligations shall not apply to an infringement claim based on SBBC or its user's substantive content or arising from SBBC's misuse or modification of AT&T's products or a SBBC's operation or use of AT&T's products in a manner not contemplated by the Agreement or the purchase order.

(d) Notwithstanding the language in Section 7.26 of the RFP, each circuit contracted under this Agreement is subject to a minimum payment period of twelve (12) months. SBBC may terminate services on an individual circuit basis, without the need to terminate the Agreement in its entirety. With respect to termination on an individual circuit basis, early termination penalties (standard 50%) will apply to individual service disconnections that occur prior to twelve months of turn-up of such circuit (the "minimum service period"); provided that, in order to give SBBC flexibility in handling normal churn within a large network, during the term of this Agreement, SBBC will be able to close up to ten percent (10%) of circuits that SBBC has that have not satisfied

the minimum service period without incurring an early termination charge. Evolution of Service from one technology to a more technologically advanced AT&T service as part SBBC's voice network modernization shall not count as a termination of services for purposes of this section.

(e) Section 7.34 of the RFP is hereby deleted.

(f) Sections 7.37 and 7.58 of the RFP shall be replaced with: **SBBC INFORMATION SECURITY GUIDELINES:** With respect to the compliance with SBBC Information Security Guidelines, AT&T adheres to the AT&T Security Policies and Requirements (ASPR), which are mapped closely to ISO 27001 and explained in the AT&T Customer Reference Guide. In this regard, AT&T materially complies with the SBBC Information Security, referenced in the RFP. Following the conclusion of the Agreement, all of SBBC's confidential information must be removed from AT&T's equipment and all access privileges must be revoked. The final payment will be withheld until AT&T has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

(g) Section 7.53 of the RFP is replaced with: **Price Reductions:** During the Agreement term, if AT&T offers lower prices for the same, or nearly the same, services to other similar sized schools in the State of Florida under the same or similar contractual terms and conditions, the costs for contracted goods and services will be adjusted downward accordingly by AT&T on a prospective basis.

(h) The following is added to Section 8.5.4 of the RFP: AT&T shall deliver and install all items ordered within thirty (30) days after receipt of purchase order or request, unless agreed upon by SBBC on a case-by-case basis where an installation date or project implementation plan that schedules the item installation at a date beyond thirty (30) days of purchase order or request. SBBC may delay or request accelerations in delivery due to project or construction accelerations and delays. SBBC shall not incur any additional cost should the schedule change. SBBC will provide two (2) business days advance notice of any expedite requests.

(i) The following is added to Section 8.4.22 of the RFP: "Turnkey" is defined as inclusive of the specific products and services as defined on any "Order" from SBBC under the terms and conditions of this Agreement.

(k) Section 8.4.19 is replaced with: AT&T agrees to provide periodic email communication on active project status which includes the onboarding of new school or administration sites or other special projects.

(l) The following is added to Section 8.5.5 of the RFP: AT&T will provide support to SBBC for new product/solution trials and proof of concept testing upon request within the scope of the services provided by the AT&T Dedicated Technicians. Additionally, where Avaya offers Proof of Concept/Trial programs at no cost to end customers, AT&T will work with Avaya to support and deliver these solutions at no cost to SBBC.

(m) Section 8.5.8 of the RFP is replaced with: In accordance with Avaya's change to the Avaya Support Advantage maintenance model for Release Avaya Aura Release 7 and higher,

AT&T will provide Support Advantage "Preferred", with Upgrade Advantage in a Co-Delivery model.

(n) Section 8.5.10(h) of the RFP is replaced with: Start and end work times in any given workday may vary dependent upon the needs of the tasks assigned and will be determined by SBBC. SBBC will work with AT&T to accommodate any schedule changes, based on the priorities and needs of SBBC.

(o) The following is added to Section 8.7.2(k) of the RFP: The SIP trunks provided shall have the ability to scale up and down depending on bandwidth, the number of SIP trunks required to allow SBBC to increase or decrease SIP Trunks on a monthly basis (based on SBBC's needs and requirements), as long as AT&T has a minimum of 6 SIP trunks per circuit.

(p) The following is added to Section 8.7.2(o) of the RFP: Service availability is as described in AT&T's IP Flexible Reach Service Level Agreement.

(q) Section 8.8.5 of the RFP for Group 2 is replaced with: Once a ticket has been opened, the step by step procedures below should be followed to get a thirty (30) minute response.

1. Open an Engagement with the Center of Excellence (CoE) via the web-based engagement portal, providing assistance around the clock 24x7x365 for Service Assurance escalations. The portal is available on any device at https://ebiznet.att.com/engage/. Once an escalation request has been submitted via the web-based portal, AT&T support will contact SBBC within twenty (20) minutes, and keep SBBC updated on the progress of the escalation until resolution. If not resolved, continue to the next step.

2. Contact the Manager listed in the email received from the Critical Issue Resolution Manager assigned to the Engagement. If not resolved, continue to the next step.

3. Contact the Service Executive. If not resolved, continue to the next step.

4. Contact the Service Executive's Manager.

(r) Section 8.7.3 and 8.8.5 of the RFP for Group 3 is replaced with: AT&T network operations center (NOC) shall ping all AT&T Managed Router endpoints every two (2) minutes and will automatically open a ticket after two (2) failed returns. AT&T will add SBBC supplied email address(es) to the database to notify SBBC of the outages.

(s) Section 8.8.3 of the RFP is replaced with: There will be no additional costs to SBBC with the exception of applicable Special Construction. Special Construction will be determined before orders are issued and SBBC will have the option to reject or accept the Special Construction. AT&T will make every effort to waive Special Construction costs. In cases where the cost is too high and AT&T is unable to provide any financial support, AT&T will let SBBC know ahead of time.

(t) Section 8.8.2 of the RFP is replaced with: Orders shall be fulfilled within 4 calendar days unless alternative arrangements are made and agreed to by both parties in writing, with the exception of fiber, which depends on availability, but could exceed 45 days.

(u) Section 8.8.7 of the RFP is replaced with: SBBC shall have full access to AT&T's BusinessDirect portal that provides the following tools:

- Analyze and Monitor Call Data
- Analyze Toll-Free Call Attempts
- Analyze Voice Network Data
- Control Toll-Free Routing
- eBill
- eBonding

Other tools are

- eMaintenance
- eXpress Bonding
- eOrder
- Manage IP Transfer Connect
- Monitor and Control Voice Performance
- Route It!
- MACD Selection Tool

2.03 **Group One (1) Cost and Payment**. AT&T shall submit proper and appropriate invoices monthly to SBBC. Payment shall be paid within 45 days after the receipt of the invoice in accordance with Florida Statute 218, Prompt Payment Act.

(a) Maintenance items pricing is contingent upon the continued presence of AT&T Dedicated Technicians for the duration of the Agreement term and any subsequent extensions.

(b) For Avaya products that are no longer available from Avaya due to end of product lifecycle and/or depletion of available stock, AT&T will offer and provide the Avaya recommended replacement product at the equivalent discount percentage off Avaya List Price.

(c) Group 1 Pricing is in accordance with the following schedule:

Part #	Description	List Price (per unit)	SBBC Price (per unit)	Discount off of List
Avaya Desktop Devices and Accessories				
700513569	Avaya IX IP Deskphone J179	$455.00	$207.00	55%
700513634	Avaya IX IP Deskphone J169	$370.00	$168.00	55%
700512394	Avaya IX IP Deskphone J159	$370.00	$168.00	55%
700513916	Avaya IX IP Deskphone J139	$220.00	$100.00	55%
700513638	Avaya IX IP Deskphone J129	$125.00	$56.00	55%
700514009	Avaya IX Conference Phone B109	$125.00	$87.00	30%
700501530	Avaya IX Conference Phone B159	$874.00	$395.00	55%
700508893	Avaya IX Conference Phone B169 (Wireless)	$970.00	$441.00	55%

700504740	Avaya IX Conference Phone B179	$1,090.00	$495.00	55%
700503700	Avaya IX Conference Phone B189	$1,650.00	$746.00	55%
700514051	Avaya L119 Headset	$47.00	$33.00	30%
700514052	Avaya L129 Headset	$55.00	$38.50	30%
700514053	Avaya L139 Headset	$90.00	$63.00	30%
700514054	Avaya L149 Headset	$115.00	$81.00	30%
700514055	Avaya L159 Headset	$135.00	$95.00	30%
700514324	AV Quick Connect RJ9 Headset Cord 1.2M Straight	$20.00	$14.00	30%
700514325	AV Quick Connect to 3.5MM Headset Cord 1.2M Straight	$22.00	$15.50	30%
700514326	AV Quick Connect to USB Mechanical COMBOX Headset CBL 1.2M Straight	$50.00	$35.00	30%
700514327	AV Quick Connect to USB Touch Control COMBOX Headset CBL 1.2M Straight	$70.00	$49.00	30%
700514328	AV Quick Connect Touch Control and BT COMBOX Headset CBL 1.2M Straight	$80.00	$56.00	30%
PURCHASE ITEMS (NEW): Avaya IX System Hardware Components:				
700506956	Avaya G450 Branch Gateway/ 160 DSP VoIP Channels (including all associated hardware)	$10,525.00	$4,810.00	54%
700507394	Avaya G450 R2 Power Supply	$1,000.00	$460.00	54%
700512174	Avaya G430 MP40 Media Gateway	$2,100.00	$965.00	54%
700508198	Avaya G430 MP120 DSP Daughter Board	$900.00	$414.00	54%
700508955	Avaya S8300E Server (Survivable Remote Server)	$3,600.00	$1,645.00	54%
700466634	Avaya Media Module MM710	$3,000.00	$1,385.00	54%
700394661	Avaya Media Module MM711	$1,600.00	$735.00	54%
700394703	Avaya Media Module MM716	$3,000.00	$1,385.00	54%
700394711	Avaya Media Module MM717	$3,495.00	$1,620.00	54%
Avaya Software Licensing (Unit price for each item based on a 12 month cost)				
397546	Avaya Aura Application Enablement Services (AES) R8 DMCC System License	$240.00	$139.00	42%
397551	Avaya Aura Application Enablement Services (AES) R8 Unified Desktop System License	$40.00	$23.17	42%
396794	Avaya Aura Core Suite bundle R8 User License	$300.00	$136.75	54%
397108	Avaya Aura Analog R8 User License	$40.00	$18.45	54%
392845	Avaya IX Messaging Suite Advanced Uplift User License	$19.00	$8.75	54%

305332	Avaya Aura Conferencing R7 Multimedia User License	$140.00	$81.25	42%
385333	Avaya Aura Contact Center R7 Voice Agent User License	$1,150.00	$662.00	42%
385354	Avaya Aura Contact Center R7 Supervisor User License	$900.00	$520.00	42%
384033	Avaya Aura Contact Center R7 Customer Engagement Voice Package User License	$1,350.00	$780.00	42%
384036	Avaya Aura Contact Center R7 Customer Engagement Multimedia User License	$1,000.00	$580.00	42%
Other Manufacturer Equipment				
2802-00 VODAVI	VODAVI Analog Single Line Speakerphone Deskphone, Black	$52.99	$38.95	26%
58220-10R POWERVAR	PowerVar ABCE UPS Control unit with one internal battery	$3,999.95	$2,199.960	40%
53048-12R POWERVAR	PowerVar ABCE UPS Extended Run external battery unit	$1,199.99	$659.99	38%
AM-VP-O POWERVAR	PowerVar SNMP Management card	$495.95	$299.98	40%
Avaya Software maintenance (12-month)				
230168J	Avaya G450 Gateway with all Media Modules	$390.00	$283.00	27%
230138J	Avaya G430 Gateway with all Media Modules	$327.60	$237.80	27%
230108J	Avaya S8300E Server	$257.40	$186.90	27%
344033J	Avaya Support Advantage Preferred with Upgrade AES R8 DMCC FULL Licenses	$30.72	$18.02	41%
344221J	Avaya Aura Support Advantage Preferred with Upgrade R8 Analog Licenses	$5.88	$3.45	41%
344263J	Avaya Aura Support Advantage R8 Foundation Suite Licenses	$32.88	$19.29	41%
344277J	Avaya Aura Support Advantage R8 Core Suite Licenses	$46.80	$27.45	41%
345835	Avaya Support Advantage Preferred Aura IX Messaging Licenses	$13.56	$7.96	41%
282850	Avaya Support Advantage Preferred Support Conferencing R8 Multimedia Licensing	$15.36	$9.00	41%
282856	Avaya Upgrade Advantage Conferencing R8 Multimedia Licensing	$12.60	$5.07	60%
296547J	Avaya Support Advantage Preferred Avaya Aura Contact Center (AACC) R7 Voice Agent Licenses	$145.44	$85.30	41%

296553	Avaya Upgrade Advantage AACC R7 Voice Agent Licenses	$103.56	$41.69	60%
296619J	Avaya Support Advantage Preferred AACC R7 Supervisor Licenses	$113.88	$66.79	41%
296625	Avaya Upgrade Advantage AACC R7 Supervisor Licenses	$81.00	$32.60	60%
331528J	Avaya Support Advantage Preferred AACC Customer Engagement R7 Voice Package Licenses	$171.00	$100.29	41%
331534	Avaya Upgrade Advantage AACC R7 Customer Engagement Voice Package Licenses	$121.56	$48.93	60%
331540J	Avaya Support Advantage Preferred AACC R7 Customer Engagement Multimedia Licenses	$126.60	$74.26	41%
331546	Avaya Upgrade Advantage AACC R7 Customer Engagement Multimedia Licenses	$90.00	$36.23	60%
331546	Avaya Support Advantage Preferred ASBCE R8 Standard Services 501-1000 System Licenses	$15.96	$9.36	41%
344383	Avaya Support Advantage Preferred ASBCE R8 Standard Services HA 501-1000 System Licenses	$11.40	$6.68	41%
DEDICATED SYSTEM TECHNICIAN AND AFTER HOURS DUTY SERVICES:				
Dedicated System Technician (ONE Tech) 8 hours per day / 244 days per SBBC school year (annual) for a total of 1952 hours per year.		$180,000.00	$152,770.00	15%
Dedicated System Technician (ONE Tech) Single 8 hour work day during standard business hours.			$714.00	
Dedicated System Technician (ONE Tech) After Hours Duty Service (Weekdays 5:00pm - 10:00pm) and (Weekends, Holidays, and site closures 8:00am to 10:00pm) (Annual Cost)		$26,660.00	$22,660.00	15%

2.04 **Group Two (2) Cost and Payment**. AT&T shall submit proper and appropriate invoices monthly to SBBC. Payment shall be paid within 45 days after the receipt of the invoice in accordance with Florida Statute 218, Prompt Payment Act.

(a) At its sole option, SBBC may add Route It! for an additional One Hundred Fifty Dollars ($150) per month, per toll-free number with a cap at Seven Hundred Fifty Dollars ($750) per month. All requirements in Section 8.8.7 of the RFP can be met with the addition of Route It!.

(b) Section 8.4.22 of the RFP shall be replaced with:

AT&T's pricing for Centrex Station Lines includes the following:
- Centrex Station Line Monthly Charge
- Centrex Control Monthly Charge

• Federal Universal Service Charge

AT&T's pricing for Centrex Common Block includes the following items: These items allow SBBC to use abbreviated dialing.
• Quantity of 2 Centrex Common Blocks
• Tie line to connect the common blocks in Ft Lauderdale Main to the Oakland Central Office

AT&T's Network Access Registers include the following items:
• Network Access Registers
• Hunting
• Telecommunications Relay Service (Not mandated by tariff)
• End User Common Line Charge

AT&T's Centrex PRI pricing includes the following items:
• D-Channel for signaling
• 23 B-channels per Centrex PRI
• Interface for connection to customer premises
• Excess Line Port Charge\Federal Subscriber Line Charge
• Access Line

ABN Charges that will apply in addition to the per minute charges (Not included below)
• Carrier Line Charge
• Carrier Line Charge Centrex
• Federal Regulatory Fee
• Property Tax Allotment
• Universal Connectivity Charge
• ABN per minute rate is based on a discount deducted from a published base rate.

Published base rates are subject to change.
• ABN rates are based on "Loyalty" rates that requires that an AT&T local line or circuit (Centrex NAR, Centrex PRI, etc.) be used to place or receive a long distance call. Video Charges Included in pricing sheet
• Federal Universal Service Charge
• State & Local Communications Tax

Taxes and Charges: The following taxes and charges may apply to all services proposed in Group 2 and are not included in the pricing sheets:
• Taxes (if applicable) and Regulatory Fees will apply.
• Property Tax Allotment Fee
• Universal Connectivity Charge/Federal Universal Service Fee
• Federal Regulatory Fee
• Administrative Expense Fee
• Moves of Service rules and regulations as outlined in the Tariff under A2.
• International Pricing See Group 2 International Pricing below for SBBC rates.

(c) Group 2 Pricing is in accordance with the following schedule:

MONTHLY PRICE BREAKDOWN	List Price (per unit)	SBBC Price (per unit)	Discount off of List
SBBC Enterprise Voice Services			
Centrex, provided for the three exchanges (754-321, 322, 323)	$1,455.00	$684.00	53%
Network Access Registers (NARs)	$27.26	$11.50	58%
Centrex PRI (Primary Rate ISDN) Digital circuit	$499.00	$341.29	32%
Centrex Station Line (analog)	$25.76	$24.75	4%
Flat Rate Business Line (analog)	$245.12	$40.12	84%
DSL up to 6.0M x 512K(Max Downstream / Upstream)	$51.00	$51.00	0%
Direct Inward Dial telephone numbers (DID)	$0.20	$0.00	100%
Reserved telephone numbers within the three SBBC NXX exchanges (754-321,322,& 323)	$0.15	$0.05	67%
Video T1 (Broadcast Quality) from Location 201 NW 84th Ave., Plantation, FL to 6600 Nova Drive Davie, FL	$1,375.00	$1,375.00	0%
Video T1 (Broadcast Quality) from Location 8000 NW 44th St.., Sunrise, FL to 6600 Nova Drive Davie, FL	$1,845.80	$1,845.80	0%
Video T1 (Broadcast Quality) from Location 600 SE 3rd Ave., Ft .Lauderdale, FL to 6600 Nova Drive Davie, FL	$2,368.00	$2,368.00	0%
Long Distance Voice Services			
Long distance Service Outbound - Intrastate price per minute	$0.08400	$0.04790	43%
Long distance Service Outbound - Interstate price per minute	$0.06000	$0.03420	43%
Long distance Service Inbound - Intrastate (800 service) price per minute	$0.08400	$0.04790	43%
Long distance Service Inbound - Interstate (800 service) price per minute	$0.06000	$0.03420	43%

(d) Group 2 International Pricing is in accordance with the following schedule:

International Market Name	Per-Minute Price
Afghanistan	$2.46986
Albania	$1.59913
Algeria	$1.15539
Andorra	$0.56095
Angola	$1.90891
Anguilla	$1.06329
Antarctica (Casey)	$4.19457

International Market Name	Per-Minute Price
Laos	$2.99732
Latvia	$1.24749
Lebanon	$1.55727
Lesotho	$1.51540
Liberia	$1.13865
Libya	$1.64099
Liechtenstein	$0.42699

Antarctica (Scott)	$4.19457	Lithuania	$1.49866
Antigua and Barbuda	$0.87910	Luxembourg	$0.37676
Argentina	$0.75352	Macao	$1.17214
Armenia	$1.39819	Macedonia	$0.98794
Aruba	$0.65305	Madagascar	$4.36202
Ascension Island	$2.72103	Malawi	$1.19725
Australia	$0.30978	Malaysia	$0.66979
Austria	$0.35164	Maldives	$2.02612
Azerbaijan	$1.42331	Mali	$1.80844
Bahamas	$0.53583	Malta	$1.12190
Bahrain	$1.31447	Marshall Islands	$1.33958
Bangladesh	$1.79169	Mauritania	$1.79169
Barbados	$0.98794	Mauritius	$1.66611
Belarus	$1.13865	Mexico Bands 1-3	$0.42699
Belgium	$0.30978	Mexico Bands 4-8	$0.42699
Belize	$1.27260	Micronesia	$2.30241
Benin	$1.13865	Moldova	$1.49866
Bermuda	$0.56095	Monaco	$0.37676
Bhutan	$2.90522	Mongolia	$2.79638
Bolivia	$1.10516	Montenegro	$1.00469
Bosnia and Herzegovina	$1.02981	Montserrat	$1.18051
Botswana	$1.12190	Morocco	$1.18051
Brazil	$0.62793	Mozambique	$2.07636
British Virgin Islands	$0.81212	Myanmar	$3.12291
Brunei	$1.19725	Namibia	$1.30609
Bulgaria	$0.87073	Nauru	$6.42163
Burkina Faso	$1.59076	Nepal	$1.84193
Burundi	$2.56195	Netherlands	$0.28466
Cambodia	$3.13128	Netherlands Antilles	$0.81212
Cameroon	$1.63262	New Caledonia	$1.98426
Canada	$0.19257	New Zealand	$0.59444
Cape Verde	$1.39819	Nicaragua	$1.02143
Cayman Islands	$0.73677	Niger	$1.66611
Central African Republic	$2.26055	Nigeria	$1.38145
Chad	$3.56664	Niue	$6.42163
Chile	$0.59444	Norfolk Island	$4.19457
China	$0.86236	Norway	$0.28466

Christmas Island	$0.37676
Cocos Island	$0.37676
Colombia	$0.77026
Comoros	$2.27729
Congo, Democratic Republic of the	$1.33958
Congo, Republic of the	$1.60750
Cook Islands	$2.78801
Costa Rica	$0.76189
Croatia	$0.93771
Cuba	$2.36102
Cyprus	$1.00469
Czech Republic	$0.98794
Denmark	$0.28466
Diego Garcia	$5.96115
Djibouti	$1.64099
Dominica	$1.05492
Dominican Republic	$0.53583
East Timor	$2.78801
Ecuador	$0.87910
Egypt	$1.38145
El Salvador	$0.89585
Equatorial Guinea	$3.63362
Eritrea	$2.12659
Estonia	$1.24749
Ethiopia	$2.01775
Falkland Islands	$2.15171
Faroe Islands	$0.81212
Fiji	$1.72471
Finland	$0.28466
France	$0.28466
French Antilles	$0.89585
French Guiana	$1.14702
French Polynesia	$1.43168
Gabon	$1.38982
Gambia	$1.19725
Georgia	$1.50703

Oman	$1.66611
Pakistan	$1.75820
Palau	$1.95077
Palestine	$0.96283
Panama	$0.82050
Papua New Guinea	$1.85030
Paraguay	$1.06329
Peru	$0.89585
Philippines	$0.65305
Poland	$0.75352
Portugal	$0.37676
Qatar	$1.61587
Reunion Island (Including Mayotte)	$1.80844
Romania	$1.08841
Russia	$0.71165
Rwanda	$2.10147
Saint Helena	$3.47455
Saint Kitts and Nevis	$0.89585
Saint Lucia	$0.92934
Saint Pierre and Miquelon	$0.84561
Saint Vincent and The Grenadines	$1.02981
Samoa	$1.60750
San Marino	$0.62793
Sao Tome and Principe	$3.89317
Saudi Arabia	$1.38145
Senegal	$1.89216
Serbia	$1.00469
Seychelles	$2.47823
Sierra Leone	$1.66611
Singapore	$0.46048
Slovakia	$0.86236
Slovenia	$0.86236
Solomon islands	$4.62156
Somalia	$3.10616
South Africa	$0.72003
South Sudan	$2.80475

Germany	$0.25954
Ghana	$1.08841
Gibraltar	$1.08841
Greece	$0.50234
Greenland	$1.12190
Grenada	$1.15539
Guadeloupe	$0.87073
Guantanamo	$3.49966
Guatemala	$0.77026
Guinea	$1.49029
Guinea-Bissau	$2.73777
Guyana	$1.84193
Haiti	$1.33958
Honduras	$1.04655
Hong Kong	$0.37676
Hungary	$0.77026
Iceland	$0.72840
India	$1.11353
Indonesia	$0.89585
Iran	$1.95077
Iraq	$2.23543
Ireland	$0.28466
Israel	$0.46885
Italy	$0.28466
Ivory Coast	$2.05124
Jamaica	$0.96283
Japan	$0.30978
Jordan	$1.55727
Kazakhstan	$0.75352
Kenya	$1.44843
Kiribati	$2.16845
Korea, North	$4.55459
Korea, South	$0.40188
Kuwait	$1.69960
Kyrgyzstan	$1.33121

Spain	$0.28466
Sri Lanka	$1.74146
Sudan	$2.23543
Suriname	$2.04287
Swaziland	$1.12190
Sweden	$0.28466
Switzerland	$0.28466
Syria	$1.75820
Taiwan	$0.46885
Tajikistan	$0.84561
Tanzania	$1.44843
Thailand	$0.84561
Togo	$1.79169
Tonga	$1.80844
Trinidad and Tobago	$0.92096
Tunisia	$1.06329
Turkey	$0.86236
Turkmenistan	$1.72471
Turks and Caicos Islands	$0.97120
Tuvalu	$3.23175
Uganda	$1.31447
Ukraine	$1.08004
United Arab Emirates	$1.02981
United Kingdom	$0.13396
Uruguay	$1.10516
Uzbekistan	$0.98794
Vanuatu	$5.30810
Vatican City	$0.28466
Venezuela	$0.66142
Viet Nam	$1.98426
Wallis and Fortuna Islands	$6.51373
Yemen	$1.57401
Zambia	$1.44843
Zimbabwe	$1.19725

2.05 **Group Three (3) Cost and Payment**. AT&T shall submit proper and appropriate invoices monthly to SBBC. Payment shall be paid within 45 days after the receipt of the invoice in accordance with Florida Statute 218, Prompt Payment Act..

(a) At its sole option, SBBC may add Route It!for an additional One Hundred Fifty Dollars ($150) per month, per toll-free number with a cap at Seven Hundred Fifty Dollars ($750) per month. All requirements in Section 8.8.7 of the RFP can be met with the addition of Route It!.

(b) Section 8.4.22 of the RFP is replaced with: The following taxes and charges apply to all services proposed in Group 3 and are included in the pricing sheets. All taxes, fees, and surcharges are subject to change during the contract term:

- Federal Access Recovery Fee
- UCC Universal Connectivity Charge
- Admin Fee
- Federal Regulatory Fee
- Property Tax

(c) Group 3 Pricing is in accordance with the following schedule:

MONTHLY PRICE BREAKDOWN	List Price (per unit)	SBBC Price (per unit)	Discount off of List
Cost per Concurrent Call Path per month			
1000 CCP	$100,468.80	$9,461.64	91%
Additional costs for circuits or other infrastructure to provide service	$847.80	$490.38	42%

(d) Group 3 Miscellaneous pricing is in accordance with the following schedule:

Description	Price
Cost per Concurrent Call Path per month (1 CCP)	$9.46000
Cost per Concurrent Call Path per month (500 CCP)	$9.46000
Usage Charges:	
Cost per minute for Local Inbound and Outbound calling (if any)	$0.00000
Cost per minute for Long-distance Inbound and Outbound calling (if any)	$0.02790
Cost per month per Toll-free Number	
Cost per minute per Toll-free Inbound call:	$0.02790
Cost per operator assistance call:	$0.85000
Cost per month per DID number:	$0.00
Cost to port numbers to the SIP service being offered (per DID):	$0.00

(e) Group 3 International Pricing is in accordance with the following schedule:

International Market Name	Per-Minute Price	International Market Name	Per-Minute Price
Afghanistan	$1.02478	Laos	$1.24581
Albania	$0.64300	Latvia	$0.50234
Algeria	$0.47555	Lebanon	$0.62960

American Samoa	$0.36839
Andorra	$0.22773
Angola	$0.77026
Anguilla	$0.42867
Antarctica (Casey)	$2.53181
Antarctica (Scott)	$2.53181
Antigua and Barbuda	$0.35499
Argentina	$0.30810
Armenia	$0.57602
Aruba	$0.26122
Ascension Island	$1.52780
Australia	$0.12056
Austria	$0.13396
Azerbaijan	$0.58272
Bahamas	$0.21433
Bahrain	$0.52914
Bangladesh	$0.73677
Barbados	$0.39518
Belarus	$0.50167
Belgium	$0.12056
Belize	$0.51574
Benin	$0.46216
Bermuda	$0.22773
Bhutan	$1.16544
Bolivia	$0.44876
Bosnia and Hercegovina	$0.41527
Botswana	$0.44876
Brazil	$0.24113
British Virgin Islands	$0.31480
Brunei	$0.48895
Bulgaria	$0.35499
Burkina Faso	$0.63630
Burundi	$1.06497
Cambodia	$1.29940
Cameroon	$0.65640
Canada	$0.06698
Cape Verde	$0.58942
Cayman Islands	$0.29471
Central African Republic	$0.93771
Chad	$1.48694
Chile	$0.24113

Lesotho	$0.60951
Liberia	$0.63697
Libya	$0.66309
Liechtenstein	$0.16075
Lithuania	$0.58406
Luxembourg	$0.15405
Macao	$0.47555
Macedonia	$0.40188
Madagascar	$1.75486
Malawi	$0.62826
Malaysia	$0.26122
Maldives	$1.25753
Mali	$0.73007
Malta	$0.45546
Marshall Islands	$0.54253
Mauritania	$0.72338
Mauritius	$0.68989
Mayotte	$0.94441
Mexico (M1 & M2)	$0.16075
Mexico (M3 & M4)	$0.16075
Federated States of Micronesia	$0.84394
Moldova	$0.61621
Monaco	$0.15405
Mongolia	$1.14534
Montenegro	$0.40857
Montserrat	$0.47555
Morocco	$0.48225
Mozambique	$0.85064
Myanmar	$1.29940
Namibia	$0.52244
Nauru	$2.62558
Nepal	$0.74347
Netherlands	$0.11386
Netherlands Antilles	$0.33490
Nevis	$0.36169
New Caledonia	$0.79705
New Zealand	$0.22773
Nicaragua	$0.40857
Niger	$0.67649
Nigeria	$0.54923
Niue	$2.69256

China	$0.34159
Christmas Island	$0.15405
Cocos Island	$0.15405
Colombia	$0.31480
Comoros	$0.94441
Congo Republic	$0.64300
Congo (Zaire), Democratic Rep.	$0.63630
Cook Islands	$1.23141
Costa Rica	$0.30141
Croatia	$0.38178
Cuba	$1.09812
Cyprus	$0.40857
Czech Republic	$0.39518
Denmark	$0.11386
Diego Garcia	$2.41125
Djibouti	$0.66309
Dominica	$0.42197
Dominican Republic	$0.21433
East Timor	$1.11855
Ecuador	$0.35499
Egypt	$0.56263
El Salvador	$0.36169
Equatorial Guinea	$1.46015
Eritrea	$0.85733
Estonia	$0.50234
Ethiopia	$0.83054
Faroe Islands	$0.32820
Falkland Islands	$2.07502
Fiji	$0.69658
Finland	$0.11386
France	$0.11386
French Antilles	$0.36169
French Guiana	$0.46216
French Polynesia	$0.58272
Gabon	$0.61755
Gambia	$0.91695
Georgia	$0.61621
Germany	$0.10717
Ghana	$0.44206
Gibraltar	$0.44206

Norfolk Island	$2.02411
Norway	$0.11386
Oman	$0.64300
Pakistan	$0.72338
Palau	$0.80375
Panama	$0.33490
Papau New Guinea	$0.92431
Paraguay	$0.42197
Peru	$0.36169
Philippines	$0.26122
Poland	$0.30141
Portugal	$0.15405
Qatar	$0.64970
Reunion	$0.73007
Romania	$0.43425
Russia	$0.28801
Rwanda	$0.84394
San Marino	$0.25452
Sao Tome and Principe	$1.77528
Saudi Arabia	$0.54923
Senegal	$0.78366
Serbia	$0.40857
Seychelles	$1.09812
Sierra Leone	$0.67649
Singapore	$0.16745
Slovakia	$0.34159
Slovenia	$0.34159
Solomon Islands	$1.85532
Somalia	$1.25251
South Africa	$0.29471
Spain	$0.11386
Sri Lanka	$0.70328
Saint Helena	$2.32485
Saint Kitts	$0.36169
Saint Lucia	$0.36839
Saint Pierre and Miquelon	$0.34159
Saint Vincent & The Grenadines	$0.42197
Sudan	$0.90422
Suriname	$0.83054
Swaziland	$0.45546

Greece	$0.18754	Sweden	$0.10717
Greenland	$0.63697	Switzerland	$0.11386
Grenada	$0.46216	Syria	$0.72338
Guadeloupe	$0.34829	Taiwan	$0.18084
Guantanamo	$1.46015	TajiSkistan	$0.32820
Guatemala	$0.31480	Tanzania	$0.57602
Guinea-Bissau	$1.13865	Thailand	$0.33490
Guinea	$0.65606	Togo	$0.72338
Guyana	$0.74347	Tonga	$0.87676
Haiti	$0.54253	Trinidad and Tobago	$0.36839
Honduras	$0.42197	Tunisia	$0.81581
Hong Kong	$0.15405	Turkey	$0.33490
Hungary	$0.30810	Turkmenistan	$0.70998
Iceland	$0.28801	Turks and Caicos Islands	$0.38848
India	$0.44876	Tuvalu	$1.82049
Indonesia	$0.36169	Uganda	$0.54253
Iran	$0.78366	Ukraine	$0.43536
Iraq	$0.93101	United Arab Emirates	$0.41527
Ireland	$0.11386	United Kingdom	$0.05358
Israel	$0.19424	Uruguay	$0.39518
Italy	$0.11386	Uzbekistan	$2.13664
Ivory Coast	$0.82384	Vanatu	$0.96952
Jamaica	$0.38848	Vatican City	$0.11420
Japan	$0.12056	Venezuela	$0.26792
Jordan	$0.63630	Viet Nam	$0.79705
Kazakhstan	$0.30141	Wallis and Fortuna Islands	$2.61889
Kenya	$0.57602	Western Samoa	$0.96450
Kiribati	$1.84226	Yemen	$0.63630
Korea, Democratic Peoples Rep.	$1.83523	Zambia	$0.57602
Korea, South	$0.16075	Zimbabwe	$0.48225
Kuwait	$0.68319	Global Satellite Service	$6.16075
Kyrgyzstan	$0.54253	***Taxes, Fees & Surcharges are subject to Change***	

2.06 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 2 to RFP FY21-037, then;
Third: Addendum No. 1 to RFP FY21-037, then;
Fourth: RFP FY21-037 – Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services, then;
Fifth: Proposal submitted by AT&T in response to RFP FY21-037

2.07 **SBBC Disclosure of Education Records**. Although no student education records shall be disclosed pursuant to this Agreement, should AT&T come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.08 **AT&T Confidentiality of Education Records**.

Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.09 **SBBC Disclosure of Employee Records**.

(a) SBBC will provide the employee records listed in this section to AT&T via a service desk ticket (currently called Remedy), for the following purposes:

1) to activate the phone or device to be used by the employee
2) provide support; troubleshoot and repair phone line issues
3) to facilitate communication while performing their job
4) for emergency communication calls

(b) SBBC will provide the following employee records to AT&T:

1) first and last name

2) SBBC position title
3) location number
4) SBBC phone number or extension

(c) AT&T shall not use the employee records listed in this section for any purpose other than those listed above or redisclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

2.10 **AT&T Safeguarding Confidential Employee Records**. Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.11 **Inspection of AT&T's Records by SBBC**. AT&T shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months except as may be required by applicable law, SBBC may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding thirty-six (36) months, for the purpose of assessing the accuracy of AT&T's invoices to SBBC. SBBC may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Such reviews shall take place at a time and place agreed upon by the

parties. SBBC's normal internal invoices reconciliation procedures shall not be considered a review of AT&T's relevant billing records. All AT&T's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of AT&T directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by SBBC in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.

(b) AT&T shall cooperate in any SBBC billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to SBBC any information that reveals the identity or confidential information of other AT&T customers or other AT&T INFORMATION that is not relevant to the purposes of the review.

(c) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to AT&T's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to AT&T pursuant to this Agreement.

(d) Notice of Inspection. SBBC's agent or its authorized representative shall provide AT&T reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(e) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to AT&T's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(f) Failure to Permit Inspection. Failure by AT&T to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any AT&T's claims for payment.

(g) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by AT&T in excess of three percent (3%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by AT&T. If the audit discloses billings or charges to which AT&T is not contractually entitled, AT&T shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(h) Inspection of Subcontractor's Records. If applicable, AT&T shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees")

providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by AT&T to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to AT&T pursuant to this Agreement and such excluded costs shall become the liability of AT&T.

(i) Inspector General Audits. AT&T shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To AT&T:	Lizmary Whyte, Client Solutions Executive 4 SLED AT&T Corp. 321 Southeast Second Street Delray Beach, Florida 33483
With a Copy to:	Esperanza Diaz-Bello, Client Solutions Executive 4 SLED AT&T Corp. 321 Southeast Second Street, Room 2A-38 Delray Beach, Florida 33483

2.13 **Background Screening.** AT&T shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of AT&T or its personnel providing any services under the conditions described in the previous sentence. AT&T shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AT&T and its personnel. The parties agree that the failure of AT&T to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to

terminate immediately with no further responsibilities or duties to perform under this Agreement. AT&T agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from AT&T;s failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.14 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. AT&T shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, AT&T shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. AT&T shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if AT&T does not transfer the public records to SBBC. Upon completion of the Agreement, AT&T shall transfer, at no cost, to SBBC all public records in possession of AT&T or keep and maintain public records required by SBBC to perform the services required under the Agreement. If AT&T transfers all public records to SBBC upon completion of the Agreement, AT&T shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AT&T keeps and maintains public records upon completion of the Agreement, AT&T shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.15 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By AT&T: AT&T agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to

pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by AT&T, its agents, servants or employees; the equipment of AT&T, its agents, servants or employees while such equipment is AT&T's premises owned or controlled by SBBC; or the negligence of AT&T or the negligence of AT&T's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by AT&T, SBBC or otherwise.

2.16 **Insurance Requirements**. AT&T shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Per ISO form CG 00 01 or equivalent, AT&T shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate and General Annual Aggregate.

(b) Professional Liability/Errors & Omissions. AT&T shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. AT&T shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall be $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. AT&T shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 per accident or combined single limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Required insurance must be furnished within fifteen (15) days of the date of this Agreement AT&T to SBBC's Risk Management Department by Certificate of Insurance.To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit AT&T to remedy any deficiencies. AT&T must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Required liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are included as additional insured by endorsement under this Agreement.

2) All required liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. AT&T shall provide SBBC with at least thirty (30) days prior written notice of cancellation of any required coverage that is not replaced.

2.17 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, AT&T represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, AT&T shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall AT&T retaliate against any person for reporting instances of such discrimination. AT&T shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. AT&T understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.18 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.20 **Incorporation by Reference**. **Exhibit A** attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date

of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.22 **LIMITATION OF LIABILITY**. AT&T'S ENTIRE LIABILITY, AND SBBC'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES AND NOT CAUSED BY SBBC'S NEGLIGENCE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO SBBC FOR THE PERIOD OR SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES OR THE AMOUNT OF FEES PAID BY SBBC TO AT&T UNDER THIS AGREEMENT, IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.

THIS **LIMITATION OF LIABILITY WILL NOT APPLY TO**: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY CAUSED BY AT&T'S NEGLIGENCE; (II) BREACH OF SECTIONS, CONFIDENTIAL INFORMATION, PUBILITY OR TRADEMARKS; (III) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS FOR THIRD PARTY CLAIMS; (IV) DAMAGES ARISING FROM AT&T'S NEGLIGENCE OR MISCONDUCT.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS AND REVENUES OR INCREASED COST OF OPERATIONS.

DISCLAIMER OF LIABILITY. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S NEGLIGENCE OR MISCONDUCT, ARISING OUT OF OR RELATING TO INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, CONTENT, OR NETWORKS PROVIDED BY SBBC OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILTY FOR SUCH EXPLICITY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF SBBC'S, ITS AFFILIATES, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, NETWORK OR SYSTEMS.

IF THERE IS ANY CONFLICT BETWEEN SECTION 3.22 ABOVE AND SECTION 2.15 IN THIS AGREEMENT, THE TERMS AND CONDITIONS OF SECTION 2.15 SHALL CONTROL.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Maya Moore
Reason: AT&T Corp. Agreement
Date: 2020.12.09 11:04:39 -05'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR AT&T:

(Corporate Seal)

ATTEST:

_____
, Secretary

-or-

Carla McConnell
Witness

Brandon Trotter
Witness

AT&T CORP.

By Michelle Senderson
Signature

Printed Name: Michelle Senderson

Title: Lead Solutions Architect

12/09/2020

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EXHIBIT A
Acceptable Use Policy

Introduction
AT&T is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. The AT&T Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using IP Service(s), as defined below, SBBC agrees to comply with this Acceptable Use Policy and to remain responsible for its users. AT&T reserves the right to change or modify the terms of the AUP at any time, effective when posted on AT&T's web site at www.att.com/aup. SBBC's use of the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP
The AUP applies to the AT&T services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions:
AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the AT&T-branded website or from a website that contains AT&T-branded content is a violation of this AUP.

Unlawful Activities:
IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights:
IP Service(s) shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of AT&T or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content:
IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors:
AT&T complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org or www.att.com/safety.

Child Pornography:
IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: cp@abuse-att.net. AT&T will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse:
Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the AT&T network or of the networks with which AT&T interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the SBBC does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

SBBC is responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AT&T's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow SBBC's account to stay logged on while SBBC is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to AT&T's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

SBBC Responsibilities
SBBC remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T has no responsibility for any material created on the AT&T's network or accessible using IP Services, including content provided on third-party websites linked to the AT&T network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by AT&T of the content(s) of such sites.

SBBC is responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice
SBBC's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of SBBC's IP Services. When feasible, AT&T may provide SBBC with a notice of an AUP violation via e-mail or otherwise allowing SBBC to promptly correct such violation.

AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped, or when AT&T reasonably determines that the SBBC's use of the affected IP Services may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected; (3) interfere with another AT&T Customer's use of IP Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to AT&T or AT&T Customers.

Copyright Infringement & Digital Millennium Copyright Act
AT&T respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like AT&T. In accordance with the DMCA and other applicable laws, AT&T maintains a policy that provides for the termination of IP Services, under appropriate circumstances, if SBBC is found to be a repeat infringer and/or if SBBC's IP Services are used repeatedly for infringement (the "Repeat Infringer Policy"). AT&T may terminate IP Services at any time with or without notice to SBBC.

AT&T has no obligation to investigate possible copyright infringements with respect to materials transmitted by SBBC or any other users of the IP Services. However, AT&T will process valid notifications of claimed infringement under the DMCA, and continued receipt of infringement notifications for SBBC's account will be used as a factor in determining whether SBBC is a repeat infringer. In addition, AT&T may voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs.

Incident Reporting
Any complaints (other than claims of copyright infringement) regarding violation of this AUP by an AT&T Customer (or its user) should be directed to abuse@att.net. Where possible, include details that would assist AT&T in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

DMCA Copyright Notifications:
Pursuant to 17 U.S.C. §§ 512(b)–(d), a copyright holder may send AT&T a valid notification of claimed copyright infringement under the DMCA. For further information regarding such notifications, see https://www.att.com/legal/terms.dmca.html. AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Registered Copyright Agent
4825 Creekstone Drive, Suite 300

Durham, NC 27703
E-mail: **copyright@att.com**

Due to the substantial volume of notifications of claimed infringement that AT&T receives and processes, we are unable to accept notices of alleged copyright infringement via this designated agent or email address other than notifications of claimed infringement sent pursuant to Sections 512(b)–(d).

AT&T also provides transitory digital network communications services, pursuant to 17 U.S.C. § 512(a). In connection with such services, AT&T provides an online form that copyright holders should use to send notifications related to alleged copyright infringement by its users based on the standards of the Automated Copyright Notice System (ANCS). Copyright holders should use this online form to submit complaints related to alleged peer-to-peer file sharing (i.e. sharing media files via peer-to-peer networking technology), or other forms of copyright notice other than those sent pursuant to Sections 512(b)–(d) of the DMCA ("ISP Conduit Notices"). By submitting complaints using this online form, we are able to more efficiently manage and process ISP Conduit Notices. Due to the substantial volume of copyright notices that AT&T receives, we are unable to guarantee processing of ISP Conduit Notices that are sent by other means. Copyright holders can access AT&T's online form at **att.com/p2pnotices**. Please note that copyright holders must complete all fields in the online form before submitting.

Contact Information:
Any notification that AT&T sends to SBBC pursuant to this AUP will be sent via e-mail to the e-mail address on file with AT&T or may be in writing to SBBC's address of record. It is SBBC's responsibility to promptly notify AT&T of any change of contact information.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

July 2, 2024

AT&T Enterprises, LLC
208 S. Akard Street
Dallas, Texas 75202

RE: RFP-FY21-037 - Telecommunications Voice Equipment and Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and AT&T Enterprises, LLC as successor in interest to AT&T Corp. This is the result of the School Board's approval on June 18, 2024, for OO-20. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

Ms: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent I
Jason Greenberg, Director, Infrastructure Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-06-18	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-20.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY21-037 – Telecommunications Voice Equipment and Services

REQUESTED ACTION:

Approve the First Renewal of the Request for Proposal (RFP) Agreement between The School Board of Broward County, Florida, and AT&T Enterprises, LLC.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendment
- Renewal Letter

FINANCIAL IMPACT:

$0, which will bring the new total award amount to $14,700,000 and is funded by the Information Technology operational budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Josiah Phillips	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 4/24
HH/VSW

Approved in Open Board Meeting On: June 18, 2024

By: Lori Wadell
School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AT&T ENTERPRISES, LLC,
as successor in interest to AT&T CORP.
(hereinafter referred to as "AT&T"),
whose principal place of business is
208 S. Akard Street, Dallas, Texas 75202

WHEREAS, SBBC and AT&T entered into an Agreement under RFP FY21-037 for Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services ("RFP") commencing December 15, 2020; and

WHEREAS, effective May 1, 2024, AT&T Corp., was merged into AT&T Enterprises, Inc., assigning, transferring, and conveying all rights, title, and interest of AT&T Corp. to AT&T Enterprises, Inc.; and

WHEREAS, effective May 2, 2024, AT&T Enterprises, Inc. was converted into AT&T Enterprises, LLC assigning, transferring, and conveying all rights, title and interest of AT&T Enterprises, Inc., to AT&T Enterprises, LLC; and

WHEREAS, SBBC and VENDOR now desire to exercise the first renewal option to extend the Agreement for an additional one (1) year period and amend certain provisions through this First Amendment to Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2024 ("Effective Date") through June 30, 2025, unless terminated earlier pursuant to Article 3.05 of the Agreement.

1.03 **Name Change**. AT&T Corp. is replaced with AT&T Enterprises, LLC, by interlineation, in the Agreement.

1.04 **Order of Precedence among Agreement Documents**. In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) First: The First Amendment to Agreement; then
b) Second: The Agreement; then
c) Third: The RFP FY21-037; then
d) The proposal.

1.05 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

Date 6/18/24

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: AT&T First Amendment
Date: 2024.05.31 09:18:06 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR AT&T:

(Corporate Seal)

ATTEST:

Paul Madison

Paul M Wilson, Assistant Secretary

-or-

Witness

Witness

AT&T ENTERPRISES, LLC, as successor in interest to AT&T CORP.

By Kelly Branigan Davis
Signature

Printed Name: Kelly Branigan-Davis

Title: Lead Product Management and Development

LN538H

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5/30/2024 (*date*) by Kelly Branigan-Davis (*name of officer or agent, title of officer or agent*) of AT&T Enterprises, LLC (*name of corporation acknowledging*), a Delaware limited liability company (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☐☒did/☐did not first take an oath this 30th day of May, 2024.

My Commission Expires:

NATALIE A. WEBB
Notary Public, State of Texas
Comm. Expires 02-03-2026
Notary ID 10830531

Signature – Notary Public

Natalie A. Webb
Printed Name of Notary

10830531 Texas Notary ID.
Notary's Commission No.

AT&T ENTERPRISES, LLC
ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Paul M. Wilson, Assistant Secretary of AT&T Enterprises, LLC, a Delaware limited liability company (the "Company") and successor in interest to AT&T Corp., does hereby certify:

Kelly Branigan-Davis was authorized and empowered to execute and deliver in the name of the Company that certain First Amendment to Agreement by and between The School Board of Broward County, Florida and the Company (PCS ID: 20240523-126), attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of May, 2024.

Paul M. Wilson, Assistant Secretary

AT&T Enterprises, LLC LIMITED LIABILITY SEAL DELAWARE 2023 COMPANY

STATE OF TEXAS)
)
COUNTY OF DALLAS)

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary, on this 30th day of May, 2024, by Paul M. Wilson, Assistant Secretary of AT&T Enterprises, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Witness my hand and official seal.

NATALIE A. WEBB
Notary Public, State of Texas
Comm. Expires 02-03-2026
Notary ID 10830531

Natalie A. Webb
My commission expires: 2·3·2026

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman
Dr. Howard Hepburn
Superintendent of Schools

June 25, 2025

AT&T Enterprises, LLC
operating as AT&T Enterprises Florida, LLC
208 South Akard Street
Dallas, Texas 75202

RE: RFP-FY21-037 - Telecommunications Equipment and Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and AT&T Enterprises, LLC operating as AT&T Enterprises Florida, LLC. This is the result of the School Board's approval on June 17, 2025, for Item OO-20. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu, Executive Director
Procurement & Warehousing Services

JDA: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent III
Jason Greenberg, Director, Infrastructure Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-06-17	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-20.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
RFP-FY21-037 - Telecommunications Voice Equipment and Services, Circuit ADDED

REQUESTED ACTION:
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and AT&T Enterprises, LLC operating as AT&T Enterprises Florida, LLC (AT&T) for a term that commences on July 1, 2025, and concludes on June 30, 2026. District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Second Amendment
Renewal Letter
Evaluation

FINANCIAL IMPACT:
There is no additional spending authority being requested. The total award amount is $14,700,000 and is funded by the Information Technology operational budget.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations & Facilities Officer

Signature
Wanda F. Paul, Chief Operations & Facilities Officer Jun 3,

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 17, 2025

By: Debra Hixon
School Board Chair

20250603-6432 1001193UA

PCS ID: 20250603-099

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("SECOND AMENDMENT") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AT&T ENTERPRISES, LLC
operating as AT&T ENTERPRISES FLORIDA, LLC
(hereinafter referred to as "AT&T"),
a Delaware limited liability company
whose principal address is
208 South Akard Street, Dallas, Texas 75202

WHEREAS, SBBC and AT&T entered into an Agreement under RFP FY21-037 Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services ("RFP"), that commenced on December 29, 2020, and expired on June 30, 2024, regarding "Agreement"); and

WHEREAS, SBBC and AT&T entered into a First Amendment to Agreement ("First Amendment") wherein the parties exercised the first of the three (3) options to extend the Agreement term for an additional period of one (1) year, from July 1, 2024, through June 30, 2025.

WHEREAS, SBBC and AT&T wish to exercise the second of the three (3) options to extend the Agreement term for an additional period of one (1) year, from July 1, 2025, through June 30, 2026, through this Second Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2025 ("Effective Date") through June 30, 2026, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. The following provision replaces the respective provision in Section 2.06 the Agreement, by interlineation, as follows:

2.06 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) Second Amendment; then
(b) First Amendment; then
(c) The Agreement; then
(d) Addendum No. 2; then
(e) Addendum No. 1; then
(f) RFP; then
(g) Proposal

B. The following provision is added to the Agreement, as Section 2.21, by interlineation, as follows:

2.21 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, AT&T, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of IMAGINE under penalty of perjury stating that AT&T does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject AT&T to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if AT&T is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with AT&T's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

C. The following provision is added to the Agreement, as Section 2.22, by interlineation, as follows:

2.22 **Service Discontinuance and Grandfathering**

(a) Service is provided subject to availability of suitable facilities and technology.

(b) AT&T will determine the service components, facilities, and technologies that are used to provide service and may make modifications to a service at its option. AT&T will make an effort to provide reasonable notice to SBBC before making a material change to a service or service component. A material change is one that has a significant impact on SBBC's service.

(c) Notwithstanding anything to the contrary in this Agreement, AT&T may discontinue providing a service: (a) upon twelve (12) months' written notice to SBBC, if discontinuing the service to all similarly situated customers in the United States, or (b) a service component upon one hundred and twenty (120) days' written notice to SBBC. Discontinuance of service in a specific geographic area (e.g., a wire center, city, state or country) is considered discontinuance of a service component and subject to one hundred and twenty (120) days' written notice.

(d) AT&T may notify SBBC that a service or service component is grandfathered, ("Grandfathered Service or Component"). A Grandfathered Service or Component means that the Service or Component is no longer available for order or purchase by new customers from AT&T and that the Service or Component is supported for existing customers only as stated in the applicable Service Guide, which is incorporated into this Agreement by reference. AT&T may restrict new site orders and School Board move, add, and change orders for a grandfathered service or service components.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this with (e.g. Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this appropriate Second Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 6/17/2025

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

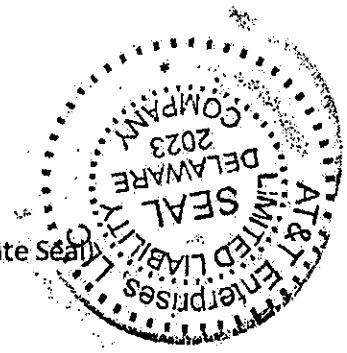
Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.06.09 08:55:52 -04'00'

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

(Corporate Seal)



FOR AT&T:

AT&T ENTERPRISES, LLC, operating as
AT&T ENTERPRISES FLORIDA, LLC

ATTEST:

Paul M. Wilson
Corporate Secretary Signature
Print Name: Paul M. Wilson

-or-

Witness Signature
Print Name:

Witness Signature
Print Name:

By: Kelly Branigan-Davis
Signature

Print Name: Kelly Branigan-Davis

Title: Contract Assurance Manager

Date: 6/6/2025

em2766

The Following Notarization is Required for Every Agreement Without Regard to Whether the AT&T Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6/6/2025 (*date*) by Kelly Branigan-Davis (*name of officer or agent, title of officer or agent*) of AT&T Enterprises, LLC (*name of ~~corporation~~ LLC acknowledging*), a Delaware (*state or place of incorporation*) ~~corporation~~ LLC. He/~~she~~ is ☒ personally known to me or has produced _____ (type of identification) as identification and who did first take an oath this 6th day of June, 2025.

My Commission Expires:

(SEAL)

NATALIE A. WEBB
Notary Public, State of Texas
Comm. Expires 02-03-2026
Notary ID 10830531

Notary Public Signature

Natalie A Webb
Printed Name of Notary

10830531 TX Notary
Notary's Commission No.

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("THIRD AMENDMENT")
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AT&T ENTERPRISES, LLC
operating as AT&T ENTERPRISES FLORIDA, LLC
(hereinafter referred to as "AT&T"),
a Delaware limited liability company,
having its principal address at
208 South Akard Street, Dallas, Texas 75202

Each a "party" and together, the "parties"

WHEREAS, SBBC and AT&T entered into an Agreement under RFP FY21-037 Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services ("RFP"), that commenced on December 29, 2020, and expired on June 30, 2024, regarding "Agreement"); and

WHEREAS, the Agreement permits three (3) additional one-year extension periods; and

WHEREAS, on June 18, 2024, SBBC and AT&T entered into a First Amendment to Agreement ("First Amendment"), incorporated herein by reference, wherein the parties exercised the first of the three (3) options to extend the Agreement from July 1, 2024, through June 30, 2025; and

WHEREAS, on June 17, 2025, SBBC and AT&T entered into a Second Amendment to Agreement ("Second Amendment"), incorporated herein by reference, wherein the parties exercised the second of the three (3) options to extend the Agreement from July 1, 2025, through June 30, 2026; and

WHEREAS, SBBC and AT&T mutually desire to amend certain provisions of the Agreement and exercise the third and final of the three (3) options to extend the Agreement from July 1, 2026, through June 30, 2027, through this Third Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the Agreement is hereby extended from July 1, 2026 ("Effective Date") through June 30, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

3.1 Provisions 2.06, 2.07, 2.08, 2.09, 2.10, and 2.14, **replace** their respective provisions in the Agreement by interlineation as follows:

2.06 **Priority of Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) This Third Amendment; then
(b) The Second Amendment; then
(c) The First Amendment; then
(d) The Agreement; then
(e) Addendum No. 2; then
(f) Addendum No. 1; then
(g) The RFP; then
(h) AT&T's Proposal

2.07 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education record to AT&T pursuant to this Agreement. However, should AT&T come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. AT&T's use or re-disclosure may violate applicable federal and state laws.

2.08 **AT&T Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected hard copy breach of confidentiality of education records, regardless of whether AT&T has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether AT&T has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but

not limited to, those required by Section 501.171, Florida Statutes;

4) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 **SBBC Disclosure of Employee Records.**

(a) SBBC will provide the employee records listed in this section to AT&T via a service desk ticket via Incident IQ and/or Electronic Communication, for the following purposes:

1) To activate the phone or device to be used by the employee.
2) Provide support; troubleshoot and repair phone line issues.
3) To facilitate communication while performing their job.
4) For emergency communication calls.

(b) SBBC will provide the following employee records to AT&T, via SBBC Approved Incident IQ and/or Electronic Communication:

1) First and last name
2) SBBC position title
3) Location number
4) SBBC phone number or extension

(c) AT&T shall not use the employee records listed in this section for any purpose other than those listed above or redisclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

(d) The requirements of this section shall supersede any uses and disclosures of employee records as listed in AT&T privacy policies, if any.

2.10 **AT&T Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

4) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

5) Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected hard copy breach of confidentiality of employee records, regardless of whether AT&T has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, AT&T shall:

1) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether AT&T has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.14 **Public Records**. The following provisions are required by section 119.0701, Florida Statutes, and may not be amended. AT&T shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, AT&T shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. AT&T shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if AT&T does not transfer the public records to SBBC. Upon completion of the Agreement, AT&T shall transfer, at no cost, to SBBC all public records in possession of AT&T or keep and maintain public records required by SBBC to perform the services required under the Agreement. If AT&T transfers all public records to SBBC upon completion of the Agreement, AT&T shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AT&T keeps and maintains public records upon completion of the Agreement, AT&T shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.2 Provision 2.13 is **added** to the Agreement by interlineation as follows:

2.13 **Assessment of Data Protection Controls**.

(a) AT&T or any of AT&T's subcontractors with access to SBBC data shall provide an attestation stating AT&T and/or AT&T's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by AT&T or any of AT&T's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are utilized for all of the following actions:

1) Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2) Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

3) Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet AT&T's objectives while also ensuring the data is protected from unauthorized use or disclosure.

4) Monitoring compliance with established security controls.

(c) AT&T and/or AT&T's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. AT&T shall provide SBBC an attestation of continued compliance by AT&T and/or AT&T's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

4. **Cost and Payment**.

4.1 Cost. SBBC shall not be required to purchase a minimum quantity of replacement commodities or services from AT&T under this Third Amendment. The costs to SBBC for the commodities or services shall be based on operational demands, project activity, and service requirements on an as-needed basis as solely determined by SBBC. In no

event will SBBC pay AT&T a cumulative amount for replacement commodities or services in excess of the total amounts listed in **Exhibit A**, attached hereto and incorporated herein.

4.2 Payment. Upon receipt of an appropriate invoice from AT&T, SBBC shall pay AT&T for satisfactory commodities and services received under this Third Amendment within forty-five (45) calendar days.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this appropriate Third Amendment upon the date of the last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.28 09:31:41 -04'00'
_____
Office of the General Counsel

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(Corporate Seal)

FOR AT&T:

AT&T ENTERPRISES, LLC
operating as AT&T ENTERPRISES FLORIDA, LLC

Signature: Kelly Branigan-Davis

Print Name: Kelly Branigan-Davis

Title: Contract Assurance Manager

Date: 5/27/2026

MP7151

_____
Corporate Secretary Signature

-OR-

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

AT&T Business
Robbi Gleichauf
Lead Client Executive IV
(980) 497-9857
rg410y@att.com

Established 1915 BROWARD County Public Schools

AT&T - Centrex (12-Month Extension Rate Increase)

Service Address	QTY	USOC	USOC NAME	TODAYS RATE	TOTAL	GO FORWARD RATE	TOTAL
211 NE 2nd St, Fort Lauderdale FL 33301	6	1LD1E	PRI Non-Dist Sensitive Mileage	$88.92	$533.52	$120.04	$720.24
600 SE 3rd Av, Fort Lauderdale FL 33301	13	1LN1A	PRI Fixed Rate Interoffice Ch	$0.00	$0.00	$0.00	$0.00
6600 W Sunrise Blvd, Plantation FL 33313	71	1LN1B	PRI Interoffice Mileage Charge	$0.00	$0.00	$0.00	$0.00
7720 W Oakland Park Blvd, Sunrise FL 33351	20	PR72X	PRI ISDN Interface-Connection to Other Centrex Type	$92.34	$1,846.80	$124.66	$2,493.20
	6	PR74X	PRI Interface Connection Customer Premises Equipment	$238.37	$1,430.22	$321.80	$1,930.80
	599	PR7BX	PRI B Channel Termination Into Centrex	$0.00	$0.00	$0.00	$0.00
	8	PR7CX	PRI Termination Into Centrex	$0.00	$0.00	$0.00	$0.00
	25	PR7EX	Primary Rate ISDN D-Channel	$0.00	$0.00	$0.00	$0.00
1701 NW 23rd Av, Fort Lauderdale FL 33311	1006	ATNCS	Assign Tel No. w/o Facilities	$0.05	$50.30	$0.07	$70.42
7720 W Oakland Park Blvd, Sunrise FL 33351	2	CCXEN	Basic Svc Est Init Setup	$0.00	$0.00	$0.00	$0.00
3530 SW 52nd Av, Pembroke Park FL 33023	1	CENAN	Automatic Number Referral with Non-Listed Directory No	$0.00	$0.00	$0.00	$0.00
408 SW 76th Ter, N Lauderdale FL 33068	2709	CENCA	Centrex Control Initial Setup	$3.38	$9,156.42	$4.56	$12,353.04
4700 Coconut Creek Pkwy, Margate FL 33063	1	CENK5	Centrex-Flat Rate Payment Plan 5-5ESS Switch	$0.00	$0.00	$0.00	$0.00
6401 Charleston St, Hollywood FL 33024	1	CENKD	Centrex-Flat Rate Payment Plan 5-DMS Switch	$0.00	$0.00	$0.00	$0.00
851 SW 3rd Av, Pompan Beach FL 33060	300	HTG	Hunting/Rollover Service	$0.00	$0.00	$0.00	$0.00
1160 SW 9th St, Pembroke Pines FL 33029	2	M1ACC	Customized Common Equipment	$684.00	$1,368.00	$923.40	$1,846.80
5350 SW 90th Av, Cooper City FL 33328	2754	M1GBC	Interofc Ch-Non-ISDN Ch-Each	$0.00	$0.00	$0.00	$0.00
1200 NW 72nd Av, Plantation FL 33313	22622	M1GBM	Interofc Ch-Non-ISDN Ch /Mile	$0.00	$0.00	$0.00	$0.00
6600 W Sunrise Blvd, Plantation FL 33313	19	M4LFA	Station Link Flat Rate	$6.87	$130.53	$10.85	$206.15
6901 NW 16th St, Plantation FL 33317	229	M4LFH	Station Links Equipped with Caller ID Flat Rate	$6.87	$1,573.23	$10.85	$2,484.65
	2461	M4LFM	Station Links Provisioned Diff Svc Wire Center-Flat Rate	$6.87	$16,907.07	$10.85	$26,701.85
	300	M9QCX	NAR Package-2Way-Flat Rt	$11.50	$3,450.00	$15.53	$4,659.00
	5594	PR7NA	Centrex PRI Tel Number	$0.05	$279.70	$0.07	$391.58
	1	XLL	Directory Listing-Special Instructional Text	$1.20	$1.20	$1.20	$1.20
	433	FAL	Foreign Directory Listing	$2.10	$909.30	$2.10	$909.30
	3	LLT	Additional Directory Listing Cross Reference	$2.10	$6.30	$2.10	$6.30
					$37,642.59		**$54,774.53**

AT&T - Avaya (12-Month Extension Rate Increase)

Material codes not listed below and on the contract are not impacted by the rate increase

Product Name	Material Code	New Price	Discount off List	Existing Price	Existing Discount off List
G450 MP160 MEDIA GATEWAY NON GSA	700506956	$7,650.00	56%	$4,810.00	54%
G450 R2 POWER SUPPLY	700507394	$745.00	55%	$460.00	54%
G430 MP40 MEDIA GATEWAY NON-GSA	700512174	$1,395.00	55%	$965.00	54%

EXHIBIT A

MM710B E1/T1 MEDIA MODULE - NON GSA	700466634	$2,225.00	55%	$1,385.00	54%		
MM711 ANALOG MEDIA MODULE RHS	700394661	$1,195.00	55%	$735.00	54%		
MM716 ANALOG MEDIA MODULE 24 FXS RHS	700394703	$2,225.00	55%	$1,385.00	54%		
MM717 24 PORT DCP MEDIA MODULE RHS	700394711	$2,595.00	55%	$1,620.00	54%		
J179 IP PHONE GLOBAL NO POWER SUPPLY	700513569	$245.00	56%	$207.00	55%		
J139 IP PHONE	700513916	$132.25	54%	$100.00	55%		
Dedicated System Technician (ONE Tech) After Hours. Duty Service (Weekdays 5:00pm - 10:00pm) and $26,660.00 $22,660.00 15%. (Weekends, Holidays, and site closures 8:00am to l0:00pm) (Annual Cost).		$40,440.00	16%	$22,660.00	15%		
Totals		**$58,847.25**		**$34,327.00**			

EXHIBIT A

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 26th 2025

AT&T Enterprises, LLC
Attn: Lizmary Whyte
1025 Lenox Park Boulevard
Atlanta, Georgia 30319

Subject:	Letter of **Renewal** of the Contract
RFP #:	FY21-037
RFP Title:	Telecommunications Voice Equipment and Services, Circuit-Switched and SIP Trunk Voice Services

Dear Ms. Lizmary or Disgnee,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 2.01 - Term of Agreement of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☐ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at a lower price(s) contained on the attached page(s).
☑ Yes, I offer to renew the current contract award at a higher price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 3/3/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Tyrri McCloud

Tyrri McCloud
Strategic Sourcing Manager

VENDOR RESPONSE

Signature/Date - Authorized Representative

Erik W. Lindborg 3/11/2026

Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-038	**Bid Title:** Radio Maintenance and Repair (Warranty Program)
Purchase Order #:	**Product/Service Provided:** Radio Maintenance/Repair
Supplier (Company) Name: EconoComm, Inc. dba Mobile Communications	
Contact Name: Janet Hercules	**Contact Phone #:** (954-)581 - 4960

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☑	☐	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

Vndor has been very responsive to repair needs

EVALUATION FORM COMPLETED BY:

Name: Ed Kessler	**Title:** Systems Analyst IV	**Contact Phone #:** (754) 321 -0349
School/Department: Safety Security and Emergency Preparedness		
Participant's Signature: Jason Greenberg		**Date:** 4/16/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Equity & Diversity

Agenda Item Number:	PP-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 5090: Code of Student Conduct

REQUESTED ACTION:

Adopt Policy titled, Code of Student Conduct, by approving the proposed revisions to policy 5090. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 5090 Amended

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

School Board Policy 5090: Code of Student Conduct

Board Meeting Date: June 9, 2026

Requested Action: Adopt Policy titled, Code of Student Conduct, by approving the proposed revisions to Policy 5090.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000 – Rulemaking
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board approves the proposed revisions to Policy 5090, the District will benefit from a restructured policy that enhances clarity and coherence with improved continuity and flow. This includes updates to statutory language regarding attendance and student privacy provisions and updates to procedures for suspensions, expulsions, and behavior intervention program assignments.
If the School Board votes "No"	• If the School Board does not approve the proposed revisions to Policy 5090, the current policy language will remain in effect.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The clarified procedures for student discipline will support greater consistency across schools to ensure fair and reliable application of rules governing student conduct.

Background/History

Section 1006.07, Florida Statutes, requires District School Boards to adopt a Code of Student Conduct with clear expectations, rules, and responsibilities of students, parents/guardians/ caregivers, and District staff and appropriate consequences for violations of these rules and expectations.

The proposed revisions to this policy were reviewed during the 2026 District Discipline Committee meetings which were held on March 9th, March 26th, March 30th, and April 13th. Members of the District Discipline Committee include parents, community members, District/Regional Advisory

representatives, Board-appointed committee representatives, school principals, teachers, mental health providers, and non-instructional staff members.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
There is no financial impact to the District.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed policy revisions provide enhanced clarity and coherence for school staff to appropriately respond to and enforce a standard set of rules for all students. It also ensures that school staff have the most up-to-date statutory language regarding attendance and student privacy provisions. Finally, the policy includes updates to procedures for suspensions, expulsions, and behavior intervention program assignments to ensure consistency in the application of applicable rules and corresponding consequences.
School Selection /Prioritization	These revisions will be implemented at all school sites, including District Charter Schools.
Community/ Stakeholder Engagement	March 9, 2026 March 26, 2026 March 30, 2026 April 13, 2026
End-User Input	School staff, including administrators, teachers, and non-instructional staff are part of the District Discipline Committee. Their input was considered during the committee meetings.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 5090 Amended

Policy 5090

Code of Student Conduct

FLORIDA STATUTE §1006.07 REQUIRES THE DISTRICT SCHOOL BOARD TO ADOPT A CODE OF STUDENT CONDUCT FOR ELEMENTARY AND SECONDARY SCHOOLS AND DISTRIBUTE THE APPROPRIATE CODE TO ALL TEACHERS, SCHOOL PERSONNEL, STUDENTS, AND PARENTS, AT THE BEGINNING OF EVERY SCHOOL YEAR. EACH CODE SHALL BE ORGANIZED AND WRITTEN IN LANGUAGE THAT IS UNDERSTANDABLE TO STUDENTS AND PARENTS AND SHALL BE DISCUSSED AT THE BEGINNING OF EVERY SCHOOL YEAR IN STUDENT CLASSES, SCHOOL ADVISORY COUNCIL MEETINGS, AND PARENT AND TEACHER ASSOCIATION OR ORGANIZATION MEETINGS. EACH CODE SHALL BE BASED ON THE RULES GOVERNING STUDENT CONDUCT AND DISCIPLINE ADOPTED BY THE DISTRICT SCHOOL BOARD AND SHALL BE MADE AVAILABLE IN THE STUDENT HANDBOOK OR SIMILAR PUBLICATION. THIS POLICY SHALL SERVE AS THE FOUNDATION FOR THE CODE OF STUDENT CONDUCT AT EACH RESPECTIVE LEVEL.

SECTION I: GUIDING PRINCIPLES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, (SBBC), firmly believes a positive school culture promotes equal educational opportunities and establishes the framework for a safe learning environment. The Code of Student Conduct is grounded in a set of policies, rules, and laws by which order is established and maintained for the benefit of all. Discipline within a school must have the qualities of objectivity, consistency, and equity. Parents have a fundamental right to direct the upbringing, moral or religious training, education, and care of their children. However, it is the responsibility of all school personnel, students, parents, external stakeholders, and the greater community to ensure the school environment encourages a climate conducive to learning.

The Code of Student Conduct is intended to be an instructive policy based on interventions and supports for students. However, when consequences are warranted, they shall be implemented based on a system of progressive discipline. Minor incidents and first offenses have less serious consequences than major incidents and repeat offenses. Factors such as age, grade level, social, emotional, and intellectual development, and overall student rights and responsibilities shall also be considered. Disciplinary issues will be resolved by every means possible prior to exclusion from school. Equitable and reasonable procedures will be followed to assure students of their rights.

SBBC promotes parental involvement in schools and expects all stakeholders to demonstrate mutual respect for the rights of others. It is expected that all involved in teaching and learning fully accept their responsibilities to model and practice the District's eight character traits of Responsibility, Citizenship, Kindness, Honesty, Self-Control, Tolerance, Respect and Cooperation.

SECTION II: SCOPE OF AUTHORITY

For teaching and learning to take place, a safe and secure school environment is essential. This policy provides specific information on the rules that all students are expected to follow, as well as consequences for violations of these rules. The rules apply to all activities occurring on the grounds, other sites being used for school-sponsored activities, on any vehicle authorized to transport students to and from school, and during all school-sponsored activities and functions. The SBBC is not responsible for students, their conduct and/or activities, when attending non-school sponsored activities.

This Code of Student Conduct is used to govern conduct and discipline of all students attending an SBBC school. It is expected that students will obey District rules while on school grounds, while being transported to or from school at public expense, while on the school premises for instruction, and for authorized participation in a school-sponsored activity. During such times, all students are subject to the immediate control and direction of teachers, staff members, and/or bus drivers to whom such responsibility has been assigned by the principal.

Pursuant to F.S. §1006.09, this Code of Student Conduct also applies to students who commit felonies or delinquent acts which would be felonies if committed by an adult, off SBBC owned property or whose off-campus conduct creates a substantial disruption to the school environment. Off-campus conduct and conduct outside of school time that violates the District's Code of Student Conduct may also be the basis for discipline up to expulsion if it is accomplished through electronic means and substantially disrupts the educational process or orderly operation of a school. Off-campus conduct that poses a threat or danger to the safety of other students, staff, School Board members, or other members of the District community, or school property may constitute behavior that has a substantial adverse impact on the educational environment requiring disciplinary action and/or administrative assignment to another District school under the authority of the District school superintendent (F.S. §1006.08). Furthermore, any offending student may be administratively reassigned to another District school in accordance with F.S. §1006.13(6) to protect a victim and/or the sibling of a victim from further victimization for incidents occurring on or off SBBC owned property.

Students should be advised that violations of the Code of Student Conduct may also be violations of Florida law. Thus, students may be subject to school/district level disciplinary actions as well as discipline imposed by local law enforcement authorities. School Resource Officers/Deputies (SRO/SRD) and other law enforcement authorities have the power to conduct investigations independent of those conducted by school personnel for the same incident. Furthermore, the sanctions imposed by the school district for misconduct are separate and distinct from the consequences that may be imposed following the arrest and prosecution of a student for a violation of law originating from the same incident. Please keep in mind that failure of law enforcement to act does not prevent SBBC from taking appropriate actions consistent with this Code of Student Conduct or with Florida law.

Disciplinary incidents which require it, shall be reported to the Florida Department of Education (FLDOE) in accordance with Rule 6A-1.0017, F.A.C. pertaining to School Environmental Safety Incident Reporting (SESIR) requirements through the approved reporting tool provided by the SBBC. All SESIR level incidents shall be addressed by school-based administrators only. Per Rule 6A-1.0017, each public-school principal, including charter school principals or equivalent, must ensure that all persons at the school responsible for SESIR information participate in the training set forth in subsection (10) of this rule and must ensure that SESIR data is accurately and timely reported. For additional guidance regarding the SESIR definitions and the appropriate Florida Statutes, please refer to http://www.fldoe.org/safe-schools/sesir-discipline-data/.

SECTION III: PARENTAL RIGHTS

SBBC supports parents' fundamental rights to make decisions regarding the upbringing and control of their children. School district personnel shall encourage all students to discuss issues relating to their well-being with their parent. The school district may not adopt procedures or student support forms that prohibit school district personnel from notifying a parent about their student's mental, emotional, or physical health or well-being, or change in related services or monitoring, or encourage or have the effect of encouraging a student to withhold such information unless a reasonably prudent person would believe the disclosure would result in abuse, abandonment, or neglect, as those terms are defined in F.S. §39.01. (F.S. §1001.42).

Florida law supports the active involvement of parents until the student graduates from school (F.S. §§743.07, 1003.21, 1003.24). It is presumed that students are dependent students (as defined by the regulations supporting the Family Educational Rights and Privacy Act at 34 C.F.R §99.31(a)(8) and by Internal Revenue Code §152). When a student reaches the age of majority (18 years of age), the parent

shall continue to perform the parental functions of a dependent student, including but not limited to, providing excusal of absences and tardiness, signing permission slips for early release, field trips, other activities, as necessary. School Board Policy 5070 Enrollment and Withdrawal governs processes and procedures related to registering, withdrawal, and termination of school enrollment for all students, regardless of age.

The term "parent" refers to either or both parents, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent (F.S.§1000.21(6)).

A) SCHOOL SAFETY

1) Parents of public-school students have a right to access reported SESIR incidents (those reported pursuant to F.S. §1006.07(9)), receive timely notification of threats to school safety, and the following unlawful acts, and significant emergencies occurring on school grounds, during school transportation, or during school-sponsored activities:
   a) Weapons possession or use when there is intended harm toward another person, hostage, and active assailant situations.
   b) Murder, homicide, or manslaughter.
   c) Sex offenses, including rape, sexual assault, or sexual misconduct with a student by school personnel.
   d) Natural emergencies, including hurricanes, tornadoes, and severe storms.
   e) Exposure as a result of a manmade emergency.
2) F.S. §1006.07(4)(b)5.(c) requires each public school, including charter schools, to implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. Such system, known as "Alyssa's Alert," integrates with local public safety answering point infrastructure to transmit 911 calls and mobile activations. All schools will utilize ~~SaferWatch~~ the District-adopted ~~as their "Alyssa's Alert"~~ mobile panic alert system by ensuring all~~.~~ staff have access to a mobile panic alert activator. ~~SaferWatch is available on all district-owned devices and all stakeholders are encouraged to download it to their personal devices as well. Schools will also utilize SaferWatch in their lockdown drills.~~

B) INVOLUNTARY EXAMINATIONS AND MENTAL HEALTH

The Superintendent will annually report to the FLDOE the number of involuntary examinations, as defined in F.S.§394.455, which are initiated at a school, on school transportation, or at a school sponsored activity (F.S. §1006.07(10)).

1) A reasonable attempt to notify parents of public-school students by the school principal/designee shall be made before a student is removed from school, school-sponsored transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to F.S.§394.463. A "reasonable attempt to notify" means the exercise of reasonable diligence and care by the principal/designee to make contact with the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the principal/designee must take the following actions:
   a) Use available methods of communication to contact the student's parent, guardian, or other known emergency contact, including but not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student.
   b) Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact, and the outcome of each attempt.

c) A principal/designee who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with Federal and State law.

d) The principal/designee may delay the required notification for no more than 24 hours after the student is removed if:

(i) the principal/designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S.§39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect; or

(ii) the principal/designee reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

e) Before a principal/designee contacts a law enforcement officer, he or she must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal/designee reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others. This requirement does not supersede the authority of a law enforcement officer to act under F.S.§394.463.

2. Students referred to a school-based or community-based mental health services provider, for mental health screening for the identification of mental health concerns and students at risk for mental health disorders are assessed within 15 calendar days of referral. School-based mental health services are initiated within 15 calendar days of identification and assessment. Community-based mental health services are initiated within 30 calendar days of referral.

Individuals living in a household with a student receiving services are provided information about behavioral health services through other delivery systems or payors for which such individuals may qualify if such services appear to be needed or enhancements in those individuals' behavioral health would contribute to the improved well-being of the student.

District schools and local mobile response teams use the same suicide screening instrument approved by FDOE pursuant to s. 1012.583, F.S., and Rule 6A-4.0010, Florida Administrative Code.

Assisting a mental health services provider or a behavioral health provider as described in s. 1006.041, F.S., respectively, or a school resource officer or school safety officer who has completed mental health crisis intervention training in attempting to verbally de-escalate a student's crisis situation before initiating an involuntary examination pursuant to s. 394.463, F.S. Such procedures must include strategies to de-escalate a crisis situation for a student with a developmental disability as that term is defined in s.393.063, F.S. The requirement that in a student crisis situation, the school or law enforcement personnel must make a reasonable attempt to contact a mental health professional who may initiate an involuntary examination pursuant to s. 394.463, F.S., unless the child poses an imminent danger to self or others before initiating an involuntary examination pursuant to s. 394.463, F.S. Such contact may be in person or using telehealth, as defined in s. 456.47, F.S. The mental health professional may be available to the school district either by contracts or interagency agreements with the managing entity, one or more local community behavioral health providers, the local mobile response team, or be a direct or contracted school district employee. Note: All initiated involuntary examinations located on school grounds, on school transportation or at a school-sponsored activity must be documented in the Involuntary Examinations and Restraint and Seclusion (IERS) platform.

Parents of students receiving services are provided information about other behavioral health services available through the student's school or local community-based behavioral health service providers. Schools may meet this requirement by providing information about and internet addresses for web-based directories or guides for local behavioral health services.

A system is in place to measure the program outcomes outlined in s.1006.041, F.S.

~~e)~~

SECTION IV: RIGHTS AND RESPONSIBILITIES OF STUDENTS

Students have the right to attend school daily and learn in a safe, orderly, and distraction free learning environment. They also have the right to free speech, student publications, assembly, participation in school programs and activities, and a right to privacy. Furthermore, students have a right to use appropriate online communications and information systems, the Internet, and networks to increase their access to information and resources, obtain information, create intellectual products, collaborate, and communicate for educational purposes, and to do so without the fear that their products or their personal reputation will be violated, misrepresented, tampered with, destroyed, or stolen.

To enhance the learning experience for all students, below is a list of responsibilities and behavioral expectations to increase the probability of student success in school:

- Treat others with respect and honesty.
- Come prepared for class by bringing the necessary school supplies.
- Listen and follow instructions from school/district-staff.
- Complete all assigned classwork and homework.
- Use class time wisely to complete work and get assistance from your teacher(s).
- Take home and return all paperwork.
- Follow all rules and regulations during school and at school-sponsored events/activities.
- Take care of and return all textbooks, library books, and school-owned materials loaned to you.
- Act responsibly on campus, school-sponsored transportation, field trips, and at all school-sponsored events, regardless of locations.
- Understand the difference between appropriate and unacceptable uses of online communications and information systems, the Internet, and networks.
- Use online communications and information systems, the Internet, and networks in a responsible, efficient, ethical, and legal manner in accordance with their educational mission.
- Recognize that the use of online communications and information systems, the Internet and networks is a privilege that can be withdrawn if used in an unacceptable or illegal manner.

A) ATTENDANCE

1) SBBC stresses the importance that all students attend school regularly and remain in school until they graduate from high school. ~~However, a child who attains the age of 16 years old during the school year is not subject to compulsory school attendance beyond the date upon which they attain that age if the child files a formal declaration of intent to terminate school enrollment with the District's School Board in accordance with School Board Policy 5070. The declaration must acknowledge that terminating school enrollment is likely to reduce earning potential and must be signed by the child and the child's parent. The school district must notify the child's parent of receipt of the child's declaration of intent to terminate school enrollment (F.S. §1003.21).~~ Students who have attained the age of 16 years and who have not graduated are subject to compulsory attendance until the student files a formal declaration of intent to terminate school enrollment with the School Board in accordance with School Board Policy 5070. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent. (F.S. s. 1003.21(1~~2~~)(c)).

~~1)~~2) Declaration of Intent Forms are available at each school's administration office. ~~Students who drop out of school are not eligible to receive a driver's license or driver's permit or will have their license or permit revoked (F.S. §322.091).~~

~~2)~~3) ~~The~~ Each parent of a child of compulsory school age is responsible for the child's daily school attendance. (F.S. §1003.24). School staff, parents, students, and appropriate State ~~state~~ agencies

are expected to work together to ensure that laws are obeyed including, but not limited to, referral to the State ~~state~~ designated agency for possible court action for extended absence or truancy (F.S. §1003.27). School Board Attendance Policy 5040 ~~5.5~~ outlines the rules that apply to attendance and attendance procedures. Florida law supports the active involvement of parents until the student graduates from school (F.S. §§743.07, 1003.21, 1003.26).

~~3)~~4)Non-attendance and early signs of truancy

a) It is important to be in school every day. If a child is not in school, they may be showing early signs of truancy through a pattern of non-attendance. A student may be ~~establishing~~ developing a pattern of non-attendance when they have an accumulation of tardiness, early sign-outs, and/or unexcused absences that exceed 5 school days in one ~~marking period~~calendar month or 10 school days ~~in 2 marking periods~~ within 90-calendar day period. If the school's collaborative problem-solving team (CPST) finds that a pattern of non-attendance is developing, whether the absences are excused or not, a meeting with the parent must be scheduled to identify potential remedies (F.S. §1003.26(1)(b)).

b) A student who has 15 unexcused absences within 90-calendar days with or without the knowledge or consent of the student's parent, is subject to compulsory school attendance under s. 1003.21(1) and (2)(a), and is not exempt under s. 1003.21(3) or s. 1003.24, or by meeting the criteria for any other exemption specified by law or rules of the State Board of Education may be identified as an "habitual truant" (F.S. ~~copied and pasted from~~ 1003.01(12)). In this definition, "calendar days" refers to all the days in a month, including weekends and holidays." -

~~b) student who is subject to compulsory school attendance under F.S. §§1003.21(1) and (2)(a) and is not exempt under F.S. §§1003.21(3) or 1003.24, or by meeting the criteria for any other exemption specified by law or rules of the State Board of Education (F.S. §1003.01(8)) may be identified as an "habitual truant" if he or she has 15 unexcused absences within 90 school days with or without the knowledge or justifiable consent of the child's parent.~~

c) Parents and students may verify absences at any time at school or at home by contacting the school or by accessing electronic attendance records through the student information system (SIS).

~~d)~~ If, after an accumulation of absences as noted above, the principal/designee determines that the reasons for time out of school are invalid, the principal/designee ~~shall~~must refer the student to the CPST to determine if early patterns of truancy are developing and provide appropriate interventions. The State Attorney's Office may also be notified due to non-compliance with compulsory school attendance laws (F.S. §1003.26(1)(b)). ~~However, if the principal/designee determine that the reasons for the absences are valid and there are no early signs of truancy, the parent must provide a note, to be kept on file at the school that provides the reasons for those absences. No further action will be taken.~~

4)5)~~Broward~~ Truancy Intervention ~~Program (BTIP)~~

A) At five (5), ten (10), and fifteen (15) unexcused absences, parents will receive written notification from the school as part of the school's intervention process

a) *For Elementary Only*, The Broward Truancy Intervention Program (BTIP) is a partnership between with the Broward State Attorney's Office for students in grades K-5. ~~and the SBBC~~. The program is designed to prevent excessive absences through parent notification and accountability, school interventions, and ~~daily~~ close monitoring of ~~of~~ attendance. Parents are expected to communicate with school personnel regarding absences. ~~Parents who do not comply are referred to the State Attorney's Office for failure to comply with F.S. §1003.27 which provides that a parent commits a misdemeanor of the second degree, punishable as provided by law, if the parent refuses or fails to have a child attend school regularly or refuses to participate in meetings concerning the child's truancy.~~ Parents who fail to ensure regular attendance may be referred to the State Attorney's Office under F.S. § 1003.27(7).

~~b)~~ *For Secondary Only* ~~-~~ ~~,~~ T~~t~~he truancy prevention process ~~program~~ for ~~secondary~~ grade~~s~~ 6-12 ~~levels~~ aligns with Florida Statute §§ 1003.21, 1003.24, and 1003.27. This involves ~~several phases including~~ early identification and intervention, attendance monitoring, ~~and~~ regular parental communication, and referrals to the School Social Worker.~~,~~ With parental consent, case management and support services are offered to address attendance barriers through various community providers. If excessive absences persist, the student may be referred to the Case Staffing Committee, which could lead to court involvement. ~~Phase 1 includes contacting parents for unexcused absences and making referrals to School Social Workers. Phase 2 involves the Attendance Team implementing interventions like mentoring and counseling. Phase 3 escalates to filing complaints with the Florida Department of Highway Safety and Motor Vehicles and other alternatives to withdrawal procedures for chronic truants. This comprehensive approach ensures thorough documentation and promotes educational success and student well-being.~~

~~5)~~6) Reporting an absence

a) Parents must report all school absences within two (2) school days of the absence, or the absence will be unexcused, unless otherwise excused by the school principal due to extenuating circumstances. When making the absence report, a reason for the absence must be provided along with the date(s) of the absence. Parents can find absence reporting options on each school's website. On the website, under CONTACT, select REPORT AN ABSENCE, parents can choose their preferred absence reporting method:
   (i) Online Form which provides a confirmation email that includes the date and time of submission;
   (ii) Voicemail on the schools' attendance phoneline; or
   (iii) Handwritten note from parent delivered to the front office.

b) School staff members may ask for a written medical excuse. Failure to provide a written note from a licensed practicing physician pertaining to the absences shall result in those absences being unexcused (F.S. §1003.24(4)).

c) For High School Only, absences for shared-time students must be reported to both schools.

d) **Excused absence~~s~~** ~~criteria~~:
   (i) When it is necessary to be out of school, absences may be excused for one of the eight reasons listed below. Please note that all absences will be considered unexcused until properly reported by the parent. Some situations require written documentation from a physician or public health unit. Excused absences include:
      (A) Illness or injury of the student which may impact or be related to physical or mental health. If the child is expected to miss at least 15 school days due to illness, a medical condition, for social/emotional reasons, or who would miss excessive days intermittently throughout the school year for the same reasons and could benefit from supplemental instruction, parents should consult with the Hospital/Homebound contact person at the school.
      (B) Illness of an immediate family member.
      (C) Death in the family.
      (D) Religious instruction or holidays of the student's specific faith.
      (E) Required court appearance or subpoena by a law enforcement agency.
      (F) Special event – prior approval by principal required. Examples of special events include important public functions, education enrichment activities, conferences, State/national competitions, college/university campus tour/visit, as well as exceptional cases of family need.
      (G) Scheduled doctor, dentist appointments, or treatment for autism spectrum disorder by a licensed health care practitioner or certified behavior analyst. (F.S. §1003.21(2)(b))

(H) Insurmountable conditions or c~~C~~ommunicable disease. Students having or suspected of having, some other insurmountable condition. Insurmountable conditions are extreme weather conditions; a communicable disease or infestations which the state health or county medical director indicates that can be transmitted; and local conditions determined by the district with, after taking into account the material circumstances, would render impractical a student's attendance at school (F.S. s. 1003.24(4), F.A.C. 6A-1.09513) are to be excluded from school and are not allowed to return to school until they no longer present a health hazard (F.S. §1003.22). Examples of communicable diseases and infestations include, but are not limited to, measles, chickenpox, fleas, head lice, ringworm, impetigo, and scabies. Students are allowed a maximum of five (5) one excused absence school days excused absence for each infestation of head lice.

(ii) Students on field trips, students who attend alternative-to-suspension programs, or in-school suspension programs are not considered absent.

e) **Unexcused absences**

(i) It is the responsibility of the school principal to ensure that parents are contacted after each unexcused absence and to ensure that there are specific, appropriate interventions as a result of each unexcused absence. Parents may receive phone calls, text messages, emails, and/or letters to inform them of their student's unexcused absences. These notifications are generated from official attendance records. Absences are only excused for the reasons listed above.

(A) Students without a completed Certificate of Immunization indicating compliance with the current required schedule of immunizations will not be allowed to attend classes until the certificate this document is provided, or a waiver is obtained, or if lawfully exempted. A child shall be exempted from the requirement of health examination upon written request of the student's parent stating objection to the examination on religious grounds. Students who receive the first shot in a series of immunizations but who are late obtaining subsequent shots will be given a grace period of 3 school days after which they will be excluded from school and the resulting absences will be considered unexcused.

(B) For secondary students, 14-18 years of age, who have 15 unexcused absences within 90 school calendar days, drop out of school and have a driver's license or learner's permit will have their driving privileges suspended by the Division Department of Highway Safety and Motor Vehicles or will not be issued a license or permit if they apply for one. Additional information about procedures and waivers is available from school administration or school counseling offices.

f) **Suspensions**

(i) A student assigned to in-school suspension will be included in the school's daily attendance count. The appropriate code for in-school suspension will be recorded by the attendance clerk to override the classroom teacher's reported attendance.

~~(i)~~(ii) Students who have been assigned an out-of-school suspension and choose not to participate at the alternative to external suspension (AES) program will be considered externally suspended.

(iii) A student assigned to out-of-school suspension will not be included as present in the school's daily attendance count. The student will be recorded as suspended, which will count as an absence due to suspension. This absence type is not counted as unexcused. The distinction between an absence due to suspension and an unexcused absence alleviates the double penalty problem associated with noncompliance with regular attendance as required by law (e.g., driving privileges and Learnfare).

~~(ii)~~(iv) Students who have been assigned an out-of-school suspension and do not attend all of the assigned days in the AES program, will be considered externally suspended for the day(s) they do not attend.

(v) A student assigned to "Alternative to External Suspension" means an alternative to external suspension program (AES) offered to students who have been externally suspended must attend the days assigned to the program. If they do not attend the assigned days, the absences will be considered suspensions. For a student with a disability (SWD), if a Free and Appropriate Public Education (FAPE) is provided and the student does not attend, the student will be marked absent based on this attendance policy.

g) **Tardiness**

(i) Tardiness is defined as a student not being in the classroom when classes are scheduled to begin. Tardiness is disruptive to the learning environment and can have a negative impact on student achievement. Tardiness may also count toward establishing a pattern of non-attendance that may indicate early signs of truancy.

(ii) A tardy is excused for the same reasons that an absence is excused. In extenuating circumstances, principals and/or their designee may also excuse a tardy for reasons other than those stated if documentation is provided. Parents must follow the same process to excuse a tardy as they do to excuse an absence.

(iii) A student who has an excused tardy should report directly to class after first checking in at the designated check- in area of the school.

(iv) Excessive tardiness will be addressed on a case-by-case basis to determine if there is a pattern of non-attendance.

(v) Tardiness to any class without documentation may be considered unexcused.

h) **Early sign outs**

(i) When students are signed out early on an ongoing basis, their academic performance may be negatively impacted. The school system strongly encourages parents to ensure their student is in school for the full school day every day. Signing out early may count toward establishing a pattern of non-attendance that may indicate early signs of truancy.

(ii) All schools will establish procedures for early release that ensure that all students are treated consistently.

(iii) Students shall not be released within the final 30 minutes of the school day unless the principal/designee determines that it is an emergency, or the student has a medical/dental appointment that cannot be reasonably scheduled at another time.

(iv) Excessive early sign outs will be addressed on a case-by-case basis to determine if there is a pattern of non-attendance.

Make-up work: School Board Policy 4000: Student Progression Plan contains all relevant information regarding the earning of grades and credits for make-up work, related to absences, field trips and suspensions.

B) RIGHT TO FREE SPEECH, STUDENT PUBLICATIONS, AND DISTRIBUTION OF MATERIALS

The Constitution of the United States of America guarantees to its citizens the right to express ideas freely. A basic education should prepare students to do that in responsible ways. Per 20 U.S.C. §7904, nothing in this policy prevents or denies a student's participation in constitutionally protected prayer in public elementary and secondary schools.

Students have a right to exchange ideas, give their opinions and points of view while hearing all sides of subjects about which people disagree. They have a right to be free of censorship within a framework of mutual respect. Students have a responsibility to be informed about all sides of controversial issues,

to listen politely to the viewpoints of others, to use good judgement in developing student publications, and to use good judgement when selecting sources of information.

1) Pledge of Allegiance

The Pledge of Allegiance to the flag shall be recited at the beginning of the day in each public elementary, middle, and high school in the State. Each student has the right not to participate in reciting the pledge. Upon written request by his or her parent, the student must be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect of the flag by standing at attention and men removing the headdress, except when such headdress is worn for religious purposes (F.S. §1003.44).

2) Moment of Silence

Pursuant to F.S. §1003.45, District schools will observe a moment of silence for 1-2 minutes. This moment of silence will occur during first period or at the beginning of the school day. In accordance with statute, the District will not make suggestions as to the nature of any reflection in which a student may engage during the moment of silence. Families are encouraged to discuss the moment of silence with their child(ren) and to make suggestions as to the best use of this time.

3) Printed, written, and electronic media.

a) No printed, written materials, or electronic media may be distributed in schools or on school grounds without the permission of the principal, or designee.

(i) A principal or designee must either approve or reject a request from a student to distribute materials within 24 hours, excluding non-school days, of the request by the student.

(A) Any request to distribute materials not acted upon within 24 hours, excluding non-school days, by the principal or designee is deemed approved.

(1) For approved materials, the principal or designee may assign reasonable restrictions with regard to time, place, and manner of distribution.

(2) For approved materials, the publication shall contain this phrase: **"THE OPINIONS AND/OR ACTIVITIES ARE NOT ENDORSED OR SPONSORED BY THE SCHOOL BOARD."**

(B) If material is denied distribution, the principal or designee must state to the student(s) the specific reasons why such material was denied distribution.

(C) If the material is denied distribution as likely to cause a substantial disruption or material interference, the principal or designee must state to the student the specific reasons why a disruption is likely to occur as a result of the distribution and why such disruption would be substantial.

(D) Any student who would like to appeal a decision made under this section has the right to appeal such decision as specified in Section X of this policy.

(ii) The following materials will not be allowed on school property or distributed in schools if the material can reasonably be interpreted as:

(A) Obscene or pornographic;

(B) Libelous or slanderous;

(C) Likely to create a substantial disruption of, or material interference with, normal school activity or appropriate discipline in the operation of the school. Material will not be deemed to fall within this subsection only because students, faculty or staff may disagree with or find the contents of the material offensive;

(D) Profane, vulgar, or lewd language; or

(E) Selling a commercial product or attempting to make a commercial profit from the sale of products.

b) Notices of student non-curricular group meetings posted on general-purpose student bulletin boards do not represent the viewpoint of the SBBC and/or the administration. The School Board

is only offering physical space to such groups and does not promote, endorse, or otherwise sponsor such materials. Students are encouraged to be sensitive to other viewpoints and beliefs when posting such notices.

c) Students may not hand out/circulate petitions or surveys during class time.

4) **School sponsored publications.** School sponsored publications are important components of school–based instructional programs. All school publications shall be consistent with the educational curriculum and the cultural values of the school community and appropriate for the school setting. In this regard, considerable latitude shall be provided to individual school leadership to plan and develop school publications.

a) The contents of all school publications must meet the district's journalism standards, which prohibit obscenity, profanity, libelous or slanderous material, vulgar or lewd language, or material that may cause substantial disruption of normal school activities. All school sponsored publications must include the following statement: *The opinions expressed in this publication are not necessarily those of [insert name of school] or The School Board of Broward County Public Schools, Florida.*

b) Approval for publication shall be based on:

(i) Consistency with the educational curriculum of the SBBC;

(ii) Reasonable school community standards and cultural values; and

(iii) The overall purpose of the publication in relation to the academic curriculum and school setting.

(iv) The principal or designee(s) shall retain final authority to approve the design and content of all school publications prior to publication or posting. Any advertisements in school-sponsored publications must adhere to SBBC Policy 6300- Advertising. Publications include, but are not limited to, items such as school newspapers, yearbooks, student newspapers, and publications put out by the PTA, Booster Clubs, and the like.

5) **Social media use.** SBBC realizes that part of 21st Century learning is adapting to the changing methods of communication. The importance of teachers, students and parents engaging, collaborating, learning, and sharing in these digital environments is a part of 21st Century learning. As such, educational standards are now requiring the use of online educational tools to demonstrate proficiency. To address related issues, SBBC has developed the following guidelines to provide direction for students when using or accessing BCPS tools, networks, online supports and resources to engage in social media activities.

a) Social Media refers to the use of web-based and mobile technologies that enable all SBBC's internal and external stakeholders to connect, collaborate, and form virtual communities via the computer and/or Internet. For some, social media is used mainly for social purposes, but for others, these sites and technologies are used as tools to teach and to connect with the community.

b) F.S. §501.1736(2)(a) prohibits a minor who is younger than 14 years of age from entering into a contract with a social media platform to become an account holder. Schools can discipline students if their speech, including online postings, disrupts school operations or constitutes a violation of Federal or State laws or SBBC policies.

c) When using social media as part of a club, organization, or school-sponsored activity, the following guidelines are expected:

(i) Be Honest/Truthful: Always be transparent about who you are and who you represent. How you represent yourself online is an extension of yourself. Do not misrepresent yourself by using someone else's identity.

(ii) Maintain confidentiality: Do not post any confidential or proprietary information regarding yourself and/or others.

(iii) Students can reveal some information about themselves (ethnicity, political beliefs, stance on issues, interests) but should not offer any confidential information (place of residence, phone number, discretely identifiable information, common 'hang-out'

locations). Never give out personal information, including, but not limited to, last names, phone numbers, addresses, exact birthdates, and pictures. Do not share your password with anyone besides your parents and teachers, if applicable.

(iv) Know You Are Always "On": You must assume that your social media usage is visible to the world. Be sure to manage what and with whom you are sharing. Keep in mind that while we all have occasional frustrations, social media are not the best venues in which to air frustration as those comments are available to everyone.

(v) Be Respectful: Avoid remarks that are off topic or offensive. Always demonstrate respect for others' points of view, even when they're not offering the same in return. Never bully or pick fights, and do not respond to abusive comments. If you are sharing a negative experience, please try to do so in a constructive way.

(vi) Think Ahead: Be smart about protecting yourself, your privacy, and the privacy of others, and confidential or personal information. What you publish online is widely accessible and will be around for a long time so consider the content and consequences carefully. Show good judgment as future employment and/or academic opportunities may be adversely affected by your posts and comments.

(vii) The Internet is not anonymous, nor does it forget: Everything written on the Web can be easily traced back to its author. Information is backed up often and repeatedly, and posts in one forum are usually replicated in others through trackbacks and reposts or references. Social media venues including wikis, blogs, photo, and video sharing sites are very public. What you contribute leaves a digital footprint for all to see. Do not post anything you wouldn't want friends, enemies, parents, teachers, or a future employer to see.

(viii) Avoid "hazardous" materials: Do not post or link to any materials that are inflammatory, defamatory, harassing, or indecent.

(ix) Your online behavior should reflect honesty, respect, and consideration.

(x) When bringing your own technology to school make sure that you follow the guidelines set out in the SBBC Personally Owned Device Guidelines.

(xi) Follow the school's code of conduct when writing online. It is acceptable to disagree with someone else's opinions, however, do it in a respectful way. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom will be inappropriate online.

(xii) Linking to other websites to support your thoughts and ideas is recommended when appropriate. However, be sure to read the entire article prior to linking to ensure that all information is appropriate for a school setting.

(xiii) Do your own work! Do not use other people's intellectual property without their permission. It is a violation of copyright law to copy and paste other's thoughts, images, designs, etc. When paraphrasing another's idea(s) be sure to cite your source with the URL. It is good practice to hyperlink to your sources.

(xiv) Be aware that pictures may also be protected under copyright laws. Verify that you have permission to use the image or that it is under Creative Commons' attribution.

(xv) How you represent yourself online is an extension of yourself. Do not misrepresent yourself by using someone else's identity. Blog and wiki posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation. If you edit someone else's work, be sure it is in the spirit of improving the writing.

(xvi) If you come across inappropriate material that makes you feel uncomfortable, or is not respectful, tell a school staff member right away.

d) Students who do not abide by these guidelines may lose their opportunity to take part in the project and/or access to future use of SBBC online tools. In addition, disciplinary or legal action may apply.

e) As outlined in Section II: Scope of Authority, students who utilize social media and/or other online tools/resources to bully, threaten, and/or otherwise disrupt the educational process or orderly operations of a school may be subject to discipline under the Code of Student Conduct, even if the action takes place off school property or after school hours.

6) Student activities and assembly

Students have the opportunity to take part in extracurricular activities, assemblies, and school approved organization without discrimination, as defined by applicable laws. School activities give students a chance to interact in positive ways. They can learn from each from other how to work together harmoniously for common goals. Students have the right to elect officers for student government, consult with faculty advisors of school-approved clubs/groups, and attend educational field trips (non-educational field trips such as end-of-the-year celebrations, Grad Bash, etc. are a privilege).

Students have a responsibility to keep their extracurricular activities from interfering with their academic work and to know and follow the rules for the activities they choose. Students also have a responsibility to ensure that their actions as members of school clubs and groups meet the standards that have been set by the school administration. Students have a responsibility to educate themselves as to the qualities needed for leadership and choose officers who have those qualities. Students who hold office have a responsibility to learn how to do their jobs, support the goals of the group that elected them, and to treat other members of the group fairly.

Students who participate in field trips, social and/or extracurricular activities that are school-approved and/or sponsored by school clubs or groups, have a responsibility to follow the rules set forth in the Code of Student Conduct, School Board Policy 6310, and where applicable, by the conferences, conventions or contests they may attend.

a) Extra-curricular activities. Many students take part in school-related activities that are extracurricular (take place outside of school hours), social, and interscholastic (engage in competition with other schools). Students must attend half of the classes on the day of an activity in which they want to take part unless they have been excused or exempted from class by the school administration in advance. Students are expected to have prior approval from the school administration for many activities related to school-approved and school-sponsored clubs and groups. They need approval to:
   (i) Present a program or an assembly.
   (ii) Create and hold meetings for clubs or organizations on campus.
   (iii) Collect funds as prescribed by School Board policy. Items cannot be sold for personal gain such as food, jewelry, T-shirts, etc.
   (iv) Have a school-related fundraising project on or off school grounds. Fundraising drives among students initiated by outside organizations such as the Salvation Army, United Way, Girl Scouts, etc., are not permitted in the schools.
   (v) Hold a demonstration.
   (vi) Have a guest speaker and/or vendor on campus.

b) Field trips and interscholastic extra-curricular activities. Field trips and interscholastic extracurricular activities can be an integral part of the learning process in many areas of education. All students are guaranteed the right to be afforded an equal opportunity to participate in all school sponsored social and/or extracurricular activities when the student is otherwise qualified to participate. Reasonable accommodations must be made to allow all qualified students to attend and participate in a safe and equitable manner.
   (i) Under special conditions, students may be denied participation in educational or non-educational field trips and educational school-sponsored activities (See School Board Policy 6310).
   (ii) To attend a field trip or participate in an interscholastic extra-curricular activity:

(A) Students must have parental consent, meet academic eligibility requirements, and maintain satisfactory conduct in school and in the community to participate in interscholastic, extracurricular activities.

(B) To participate in Interscholastic Extracurricular Activities, students must meet and maintain specific eligibility requirements and standards. These requirements and standards are maintained by the Department of Athletics and Student Activities at https://www.browardschools.com/Page/43305.

(C) Since representing a school either as an elected school officer or in extracurricular activities is both an honor and a privilege, students must also meet requirements established by their club, school, instructional services, and/or the Board to serve as representatives of their school.

(D) In addition to the eligibility requirements and standards set forth by the Department of Athletics and Student Activities, students who are suspended from school, expelled, administratively reassigned to a behavior intervention program, or those convicted of, or found to have committed, a felony or a delinquent act that would have been a felony if committed by an adult, regardless of whether adjudication is withheld are ineligible to participate in Interscholastic/Extracurricular activities sponsored by the Middle School Athletic Association (MSAA) and/or Florida High School Athletic Association (FHSAA) during the term of their suspension, expulsion, or behavior intervention assignment.

(E) A student may not participate in MSAA or FHSAA sanctioned activities if the student participated in that same sport at another school during that school year, unless the student meets the criteria in s. 1006.15(3)(i), F.S.

(F) A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation pursuant to s. 1006.20(2)(b).

7) **STUDENT PRIVACY.** Students have the right and responsibility to learn how the information in their school records is gathered, how it is used, and what it means. Students have the right to expect that schools will keep their records safe, secure, and private. Students who are eighteen (18) years or older have the right to see their own school records. Students have the right to personal privacy and have the responsibility of respecting the rights of others. Information about another person must be treated with respect and privacy.

a) **COLLECTION, USE, AND DISCLOSURE OF SOCIAL SECURITY NUMBERS OF STUDENTS.** Pursuant to F.S. §119.071(5), SBBC collects, uses, and/or discloses Social Security numbers (SSNs) as mandated or authorized by law and as otherwise authorized in writing by the parent or adult/emancipated student (authorized by F.S. §119.071(5)(a) 6.c. Students are not required to provide their social security number as a condition of enrollment or graduation. Social Security numbers are kept confidential and are exempt from public inspection in accordance with F.S. §119.071(5)(a)5. Our District collects, uses, and/or discloses the Social Security numbers of students and/or parents for the following purposes:

(i) Compensation or financial assistance provided from State or Federal funds and administered by the FLDOE. (Authorized by F.S. §1009.90 et seq.)

(ii) Criminal history, Level 1 and Level 2 background screenings, including youth mentoring and volunteer applicants. (Required by F.S. §119.071(5)(a)2,6b)

(iii) Employment documents utilized in hiring student workers. (Authorized by F.S. §119.071(5)(a)6)

(iv) Enrollment & Salary Reduction Authorization Form (Benefits Department) for employee and dependent (student) if the student is being added to the Benefits plan. (Authorized by F.S. §119.071(5)(a)6.f)

(v) Financial aid, including the Free Application for Federal Student Aid (FAFSA), Florida Pre-Paid form, grants (including Pell Grants for vocational schools), 1098T tax form

(Tuition Payment Statement) for vocational students, etc. (Authorized by F.S. §119.071(5)(a)6.b)

(vi) Information received from the FLDOE to locate missing Florida school children. (Required by Rule 6A-6.083, F.A.C. and F.S. §119.071(5)(a)6).

(vii) Information sharing pursuant to the Interagency Agreement between SBBC, the Department of Juvenile Justice, Circuit 17, the Broward County Chiefs of Police Association, Inc., the Seventeenth Judicial Circuit In and For Broward County, Florida, the Florida Department of Children and Families, the State Attorney of the Seventeenth Circuit In and For Broward County, and the Sheriff of Broward County, Florida. (Authorized by FERPA regulations found at34 CFR §99.31(a)(5))

(viii) Reports from the Department of Motor Vehicles of each student whose driver's license is suspended for excessive unexcused absences and reports to the Department of non-enrollment or non-attendance upon the part of a student who is required to attend some school. (Required by F.S. §§322.091(5), 1003.27, and 119.071(5)(a)6).

(ix) Reports on students required to be submitted to the Florida Department of Education. (Authorized by F.S. §119.071(5)(a)2, 6).

(x) SBBC's management information system and school district databases (Required to request by F.S. §§1008.386 and authorized by 119.071(5)(a)6).

(xi) Selected state and national test documents, as part of the student identification and test security process. (Authorized by F.S. §119.071(5)(a)6.b).

(xii) Student registration and student identification numbers. (Authorized to request by F.S. §§1008.386 and 119.071 (5)(a)(6). Pursuant to F.S. §1008.386, SSNs are not required for enrollment or graduation. (Authorized by F.A.C. Rule 6A-10.0381 for adult students.)

(xiii) The collection and/or disclosure are imperative and necessary for the performance of the School District's duties and responsibilities as prescribed by law, including but not limited to child abuse reports to the Department of Children and Families (student victim and subjects of report); password identification to the School District's network, reports to Federal and State agencies who conduct discrimination investigations; and information pertaining to Social Security Assistance, court orders and subpoenas, and military purposes. (Authorized by F.S. §119.071(5)(a)(2); required by F.A.C. Rule 65C-29.002, F.S. §§39.201 and 119.071(5)(a)6.b).

(xiv) The disclosure is made to a commercial entity for the permissible uses set forth in the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. §2721 et seq; the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.; or the Financial Services Modernization Act of 1999, 15 U.S.C. §6801 et seq., provided that the authorized commercial entity complies with the requirements of paragraph 5 in F.S. §119.071. (Authorized by F.S. §119.071(5)(a)6).

(xv) The disclosure is made to prevent and combat terrorism, to comply with the USA Patriot Act of 2001, Pub. L. No. 107-56, or Presidential Executive Order 13224. (Required by 31 U.S.C. §5318 and F.S. §119.071(5)(a)6).

(xvi) The disclosure is necessary for the receiving agency or governmental entity to perform its duties and responsibilities as prescribed by law. (Authorized by F.S. §119.071(5)(a)6.b).

(xvii) To determine eligibility for the school lunch program. (Required by 42 U.S.C. §1758, 7 C.F.R. §245.6a, and F.S. §119.071(5)(a)6).

(xviii) Tort claims and tort notices of claims against SBBC. (Required by F.S. §§768.28(6) and F.S. §119.071(5)(a)6).

(xix) Transcripts, applications, and other records sent to the school officials of educational institutions, schools, colleges, and universities. (Authorized by FERPA, 34 C.F.R. §99.31(2)).

(xx) Written verification from employer for vocational education, student follow up (Required by F.A.C. Rule 6A-10.0341).

b) **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) NOTICE.** The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the accuracy and privacy of students' education records. FERPA, F.S. §§1002.22 and 1002.221 and School Board Policy 1480 (Student Records: Confidentiality and Family Educational Rights) afford parents, guardians or eligible students (students over 18 years of age or attending a post-secondary institution) certain rights with respect to the student's education records maintained by the District. These rights are:

(i) ***The right to inspect and review a student's education records within 30 days of the day the District receives a request for access.*** Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected. When the education records contain information about more than one student, a parents may review the information related only to his or her child. E-mails not maintained in a student's file folders kept by the schools or District departments are not education records. In addition, records created and maintained solely by Broward County Schools Police ~~Special Investigative Unit (SIU)~~ are not education records.

(ii) ***The right to request the amendment of a student's education records.*** Parents or eligible students may ask SBBC to amend a record that they believe is inaccurate, misleading, or in violation of the student's privacy rights. They should write the school principal, clearly identify the part of the record they want changed and specify the reasons for the request. If the District decides not to amend the record as requested, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing within a reasonable period of time regarding the request for amendment. Additional information regarding the hearing procedures will be provided when the parent or eligible student is notified of the right to a hearing. NOTE: Substantive decision-making processes, which include but are not limited to Behavioral Threat Assessments, student discipline and grades, are not subject to the amendment process.

(iii) ***The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.*** FERPA permits disclosure without consent in many situations, including:

(A) to SBBC school officials[1] with a legitimate educational interest[2];

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[1]**School official** is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health and medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special function that would normally be performed by SBBC personnel (such as an attorney, auditor, medical consultant or therapist); a clerical or paraprofessional staff member assisting another school official in performing his or her professional duties.

[2]**Legitimate educational interest** exists when a school official needs to review an education record in order to fulfill his or her professional responsibility.

(B) to contracted outside agencies and organizations, whose personnel perform their duties in a "school official" role and who are prohibited from re-disclosing personally identifiable information from education records, except as required or permitted by law;

(C) to school officials of other institutions for the purposes of student transfer or student enrollment;
(D) to authorized Federal, State, and local officials, including educational authorities, and for audits or evaluations of Federal and State supported programs;
(E) to comply with judicial orders or lawfully issued subpoenas; the parent/guardians/majority age student will be notified in advance of SBBC's intent to comply in ten (10) days so the parent or majority age student may seek protective action, except where the law prohibits or does not require said notification;
(F) to appropriate parties in connection with a health or safety emergency; and,
(G) to an agency caseworker or representative of a State or local child welfare agency, or tribal organization, when the agency is legally responsible for the care and protection of the student.
(H) Additional requirements and conditions may apply to non-consensual disclosures. See School Board Policy 1480 for a full listing of FERPA-permitted disclosures for which prior written consent is not required.

(iv) **Types of Directory Information**

(A) Directory Information is personally identifiable information that would not generally be considered harmful or an invasion of privacy if disclosed. Pursuant to FERPA, SBBC may disclose – in its discretion – directory information of a student in any grade level, if the parent or student aged 18 or over did not "opt out" of the disclosure. SBBC designates the following as "directory information": student's name, parent's name, residential address, telephone number(s), date of birth, place of birth, major field of study, participation in school-sponsored activities and sports, height and weight of athletic team members, jersey number and team position of athletic team members, school grade level, dates of school attendance, degrees and awards*, the name of the most recent previous school or program attended and room number.
(B) *Note: Degrees and awards include exemplary work (including artwork), recognitions of all types, and graduation status (i.e., a list of graduating students), and excludes Grade Point Average (GPA).

(v) **PURPOSES OF DISCLOSURE OF DIRECTORY INFORMATION.** SBBC reserves the right to release Directory Information only:

(A) to colleges, universities, or other institutes of higher education in which the student is enrolled, may seek enrollment, or may be recruited,
(B) for athletic events, <u>school-sponsored activities, band, color guard, prom,</u> school publications, instructional materials, and other school communication tools (including, but not limited to, yearbooks, athletic programs, graduation programs, recruitment brochures, theatrical programs, school and District websites, social media, and postings and displays throughout the school facility),
(C) to Broward County health officials for purposes of communicating with parents to address conditions of public health importance as determined by Florida Department of Health (64D-3, F.A.C.), including information to meet or to prepare for a potential or confirmed health threat, and/or
(D) to class reunion committees (and the like) for purposes of class reunion activities.

(vi) **Opt Out Procedure**

(A) Parents/guardians of students in any grade level (or eligible students, those over the age of 18 or attending a post-secondary institution) may opt out of (refuse to permit) the release of any or all of the above Directory Information. On the FERPA Opt Out Notification Form provided ~~in~~ <u>with</u> the <u>back-to-school forms in FOCUS/</u>Code of Student Conduct Handbook, parents/guardians or eligible student

CODING: Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.

must indicate the types of Directory Information they do not want disclosed. The FERPA Opt Out Notification Form must be submitted to the school principal annually. Regarding former students, SBBC shall continue to honor any valid request to opt out of the disclosure of directory information made while a student was in attendance, unless the former student rescinds the opt out request (34 C.F.R. § 99.37(b)) and/or the former student submits a new FERPA Opt Out Notification Form.

(B) Note: Opt out choices on the FERPA Opt Out Notification Form will be effective until the parent or student (age 18 or older) submits a new form.

(vii) **Disclosure to Military, Armed Forces, and Postsecondary Institutions.** SBBC is required to disclose, upon request, student name, address, and telephone number of 11th and 12th grade students to the armed services, military recruiters, and/or postsecondary institutions without prior written consent, unless the parent/guardian or eligible student opts out of disclosure. On the Every Student Succeeds Act (ESSA) Opt Out Form provided ~~in~~ with the back-to-school forms in FOCUS/Code of Student Conduct Handbook, parents/guardians and eligible students must indicate the categories they wish not be disclosed. The ESSA Opt Out Form must be submitted to the school principal annually.

(viii) ***The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.*** The name and address of the office that administers FERPA is **Student Privacy Policy Office• U. S. Department of Education • 400 Maryland Avenue, S.W. • Washington, DC 20202.** *If you wish to discuss and try to resolve any FERPA concerns before contacting the Student Privacy Policy Office, you may contact the SBBC Privacy Officer at 754-321-1914.*

(ix) **NOTICE TO PARENTS/GUARDIANS AND ELIGIBLE STUDENTS OF STUDENT PERSONALLY IDENTIFIABLE INFORMATION (PII) COLLECTED FOR ONLINE EDUCATIONAL SERVICES**

Pursuant to 6A-1.09550, F.A.C., Student Online Personal Information Protection, section 3 (Review and Approval of Online Educational Services), a list of approved online educational services required for students and/or parents/guardians to use is posted on SBBC's Academic Division's website at www.browardschools.com/approvedsoftware, as well as each school's website. These postings also notify parents/guardians and eligible students of how PII will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure, if any, via the posted SBBC Agreement, as well as the Supplier Terms and Conditions.

(x) For additional information refer to School Board Policy 1480. This policy outlines the privacy rights of parents and students with respect to students' education records. You may view the complete student records policy and all SBBC policies at www.browardschools.com/policies.

c) **PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA) NOTICE.** Pursuant to the Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. §1232h; 34 C.F.R. § 98), parents, guardians, or eligible students (over the age of 18 or emancipated) have certain rights pertaining to surveys, analysis, evaluation, the collection, and use of information for marketing purposes, and certain physical exams.

(i) **PPRA Rights**

(A) **The right to give prior written consent** before students are required to submit to surveys concerning "protected information," if the survey is funded in whole or in part by a program of the U.S. Department of Education. "Protected information" includes:

(1) Political affiliations or beliefs of the student or the student's parent;

(2) Mental or psychological problems of the student or the student's family;
(3) Sex behavior or attitudes;
(4) Illegal, anti-social, self-incriminating, or demeaning behavior;
(5) Critical appraisals of others with whom survey respondents have close family relationships;
(6) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
(7) Religious practices, affiliations, or beliefs of the student or student's parent; or
(8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Pursuant to F.S. §1002.222, the District will not collect, obtain, or retain information on political affiliation, voting history, religious affiliation or biometric information of a student or a parent or sibling of the student. "Biometric information" means information collected from the electronic measurement or evaluation of any physical or behavioral characteristics that are attributable to a single person, including fingerprint characteristics, hand characteristics, eye characteristics, vocal characteristics, and any other physical characteristics used for the purpose of electronically identifying that person with a high degree of certainty.

(B) **The right to receive notice and an opportunity to opt a student out of participation in any other protected information survey**, regardless of funding.

~~(B)~~(C) **The right to receive notice and an opportunity to opt a student out of any non-emergency invasive physical exam or screening** required as a condition of school attendance administered by the school or its agent, and not necessary to protect the immediate health and safety of a student.

~~(C)~~(D) **The right to receive notice and an opportunity to opt a student out** of activities involving the collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others. This does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students and educational institutions.

~~(D)~~(E) **The right to inspect, upon request and prior to administration or use** (a) protected information surveys of students, and surveys created by a third party, (b) instruments used to collect personal information from students for any marketing, sales, or other distribution purposes, and (c) instructional material used as part of the educational curriculum.

~~(E)~~(F) These rights transfer from the parents/guardians to a student who is 18 years old or an emancipated minor under Florida law.

~~(F)~~(G) Privacy and Notification

(1) The District will ensure that student privacy is protected in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.
(2) The District will directly notify parents of their PPRA rights at least annually at the start of each school year and after any substantive changes. Direct notification includes, but is not limited to, the Code Book of Student Conduct, mail, e-mail, in- person, or by acknowledgment form. The District will also directly notify parents of students who are scheduled to participate in the specific activities or surveys noted above and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. The District will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of

the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys and will be provided an opportunity to opt their child out of such activities and surveys and to review any pertinent surveys.

(3) Those who believe their rights have been violated may file a complaint with the Student Privacy Policy Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202. If you wish to discuss and try to resolve any PPRA concerns before contacting the Student Privacy Policy Office, you may contact the SBBC Privacy Officer at 754-321-1914.

~~(G)~~(H) PPRA Procedures.

(1) To inspect surveys, instruments used to collect personal information, and instructional materials, parents/guardians must submit their requests in writing to the school. Such inspection must be conducted in-person under the supervision of designated staff and at the location designated by the school principal.

(2) Prior to the administration of protected information surveys, principals or designated District staff will provide direct notification (including but not limited to mail, e-mail, in-person, or by acknowledgement form) to parents, guardians, or eligible students and provide the required consent forms. All completed forms must be returned to the child's school.

(3) Principals or designated staff will directly send parents opt out forms for any instruments used to collect personal information for marketing, sales, or distribution purposes. All completed forms must be returned to the child's school.

(4) All surveys containing protected information and all instruments used to collect personal information for marketing, sales, or distribution will be administered in a manner that protects students' privacy.

(5) Parents will be provided reasonable advance notification of (a) the administration of protected information surveys of students, (b) the collection, disclosure, or use of personal information from students for marketing, sales, or distribution, and (c) any non-emergency, invasive physical examination, or screening. Notification of items (a), (b), and (c) shall occur at the beginning of the school year if the dates of surveys and activities have been identified, or after the school year starts if the dates are not available earlier, as long as parents have the opportunity to opt their child out.

d) **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) NOTICE.** The full HIPAA notice is available in Appendix B of this policy.

SECTION V: KNOWLEDGE AND OBSERVATION OF RULES OF CONDUCT

It is important for students to know their rights and responsibilities, which include obeying teachers and all other school employees, obeying each individual rule as defined by the school and this Code of Student Conduct, and obeying bus drivers. This also includes adherence to all SBBC safety and security protocols, including but not limited to weapons detection systems, handheld metal detectors, and specifically trained animals in search of firearms and ammunition on School Board property (School Board Policies 2010 & 2030). The rationale, procedures, and rules for the use of weapons detection systems, handheld metal detectors, and specially trained animals are contained within the aforementioned policies. These policies apply to all students. Students are subject to disciplinary consequences inclusive of confiscation, suspension, assignment to a behavior intervention program, expulsion, and/or consultation with law enforcement in accordance with the Discipline Matrix for items found to be in their possession which violate the Code of Student Conduct.

A) Dress Code

Appropriate dress and grooming can help to create a positive learning environment. Other attire may be allowed for special school activities with approval of the school administration. Possible consequences for violating the dress code are found in the Discipline Matrix. Changes in clothing trends will not override the dress code policy. All students are expected to honor their responsibilities and dress in a way that respects the rights of others. This is applicable to students while on school campus, on school transportation, or at a school-sponsored event.

1) Students shall wear their current, unaltered, and official school issued identification (ID) badge, clearly visible on the front of their person and worn using either a lanyard around their neck or a click on the upper portion of their shirt. ID badges shall be worn at all times while on school grounds and on school-sponsored transportation. ID badges for students in grades 6-12 shall include the telephone numbers for the national and statewide crisis and suicide hotlines (F.S. §1008.386(3)).
2) Footwear must be worn at all times. Parents should ensure that the shoes worn by their children do not impede their safety while at school. Bedroom slippers are not allowed.
3) Students in grades K-5 may not wear backless, sling-backs, or open-toed footwear.
4) Students in grades 6-12 are permitted to wear backless, sling-back, or open-toed footwear.
5) Special clothing, including footwear, may be required for safety reasons in certain programs or activities such as physical education, home economics, career/technical education, and science.
6) Revealing clothing or clothing that exposes the torso is not allowed. Examples include but are not limited to tank tops or spaghetti straps without overblouses, long shirts, or jackets; see-through garments; mini-skirts or mini-dresses; halters; backless dresses; jackets, shirts, or blouses tied at the midriff; and bare midriff outfits.
7) Clothing which is not worn appropriately, is not properly fastened, or has tears that are *indecent will not be permitted. All trousers, including oversized or low-hanging trousers, must be worn and secured at waist level.
8) Garments including, but not limited to, pajamas, boxer shorts, bloomers, and bustiers, which were traditionally designed as undergarments, sleepwear, or beachwear, may not be worn as outer garments. Other clothing not allowed are leggings without overblouses or long shirts that reach mid-thigh, tights, bodysuits, or hosiery, and bicycle racing attire unless they are worn underneath dresses, skirts, or shorts of appropriate length.
9) Clothing that exposes the upper thigh is not allowed. Shorts that extend to at least mid-thigh, such as walking shorts, Bermuda shorts, and split skirts (culottes) are permitted. For Pre-K through 3, shorter shorts may be worn since these are standard attire for these ages.
10) Clothing, jewelry, buttons, haircuts, or other items or markings which are, *suggestive, *revealing, or *indecent, associated with gangs or cults, encourage the use of drugs, alcohol, or violence, or are discriminatory/hate-related are not allowed. *Indecent, suggestive, and revealing refer to exposure of private body parts and/or pictures or words with a sexual connotation.
11) Head coverings including, but not limited to, caps and hats are not allowed unless they are necessary for safety in programs such as home economics, technology education, vocational education, and athletics or are worn for religious or medical reasons. Bandanas are not allowed. Hats that do not violate any of the rules set forth in the dress code are allowed to be worn outdoors for physical education and recess as a safety precaution from sun damage. Note: Exceptions may be granted to head coverings at the principal's/designee's discretion based upon extenuating circumstances for a particular student.
12) Curlers and other hair grooming aids are not allowed. Personal grooming including, but not limited to, combing, brushing, and/or spraying hair, and applying cosmetics is allowed only in restrooms and/or designated areas.
13) Sunglasses may not be worn indoors unless a doctor's authorization is on file. Sunglasses are allowed to be worn outdoors for physical education and recess as a safety precaution from sun damage.
14) Any articles of clothing or jewelry that may cause injury including but not limited to items with spikes or sharp objects, wallet chains, and heavy link chains are not allowed.

15) Pursuant to F.S. §1006.07(2)(g), wearing clothing or accessories that depict a firearm or weapon or express an opinion regarding a right guaranteed by the Second Amendment of the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system. However, a student who wears clothing or accessory that causes a substantial disruption to student learning shall be issued a consequence as outlined in the Discipline Matrix.
16) It is not a violation of this policy or the Mandatory Unified School Dress policy if a student wears a button, armband, or other accessory to exercise the right to freedom of speech as guaranteed by the First Amendment and applicable SBBC policies. Any buttons, armbands, or other accessories must comply with the standards set forth in policy.
17) In schools with a Mandatory Unified School Dress program, parents/guardians may request exemptions for their students from participation following procedures outlined in School Board Policy 5309 Mandatory Unified School Dress.
18) Violators of the Mandatory Unified School Dress policy (SBBC Policy 5309) shall be subject to the same penalties as violators of the dress code policy.

B) Technology Usage

Computers, networks, and online communications and information systems such as the Internet and e-mail are commonplace in our classrooms and media centers. Digital curriculum and resources for students provided by SBBC are accessible via the Internet. While these systems deliver a huge number of resources to our classrooms, their ability to serve students and teachers depends on the responsible and ethical use of every device and system.

1) Use of the school district's technology and/or software for any unauthorized purpose is prohibited as outlined in School Board Policy 5306: School and District Technology Usage and may result in students' losing their opportunity to take part in projects and/or access to future use of SBBC online tools. In addition, disciplinary or legal action may apply. This includes the unauthorized use of a computer/technology, including but not limited to:
    a) Accessing or breaking into restricted accounts or networks,
    b) Creating, modifying or destroying files/records without permission,
    c) Copying software,
    d) Entering, distributing or printing unauthorized files/records,
    e) Uploading to the internet and/or sharing or distributing, offensive or inappropriate material, including video, and
    f) Any other misuse or violation of the SBBC Policy 5306.
2) The District recognizes that new and emerging technologies, such as Metaglasses and other wearable devices, can provide innovative educational opportunities. However, these devices also raise important concerns regarding privacy, safety, and responsible use.
    a) Metaglasses and other wearable technology may only be used when expressly approved by the teacher or administrator, strictly for instructional purposes. When authorized by the teacher or administrator, devices must not be worn or used in a manner that creates a safety risk, distracts from instruction, or disrupts the learning environment.
    b) Unauthorized or inappropriate use of Metaglasses or other wearable technology may result in confiscation of the device and disciplinary action, consistent with the Discipline Matrix.
    c) Recording, streaming, or photographing others without consent is strictly prohibited. This includes in classrooms, hallways, restrooms, locker rooms, and on school transportation.
    d) Students must comply with all District technology policies, the Code of Student Conduct, and applicable state and federal laws when using wearable technology.

C) Use of Wireless Communication Devices

1) Sole possession of a wireless communication device is not a violation of the Code of Student Conduct. Wireless communication devices include, but are not limited to cellular/mobile phones, smart watches, personal digital assistants, tablets, wearable technology such as Metaglasses* or similar, and other two-way communication devices.

2) A student may possess a wireless communication device while on school property or in attendance at a school function; however, elementary and middle school students may not use a wireless communication device during the school day. High school students may not use a wireless communication device during the school day, except during their assigned lunch period or when expressly directed by a teacher solely for educational purposes. A high school teacher shall designate an area for wireless communication devices during instructional time (F.S. §1006.07(2)(f)). All wireless communication devices shall be turned off or placed on airplane mode. Instructional time is defined as time from the beginning bell until the end of the school day.
3) Each school's principal shall designate locations within the school buildings where a student may use their wireless communication device with the express permission of a school administrator (F.S. §1006.07(2)(f)).
4) Students with an individualized education plan (IEP) or Section 504 Accommodation Plan issued under s. 504 of the Rehabilitation Act of 1973 shall be allowed to use their wireless communication device during the school day, in accordance with the accommodations outlined in their IEP or Section 504 Accommodation Plan. (F.S. §1006.07(2)(f)). Any use by a student outside the accommodations provided in their IEP or Section 504 Plan is prohibited and the student may be subject to disciplinary action in accordance with this policy.
5) Students with a doctor's note from a physician licensed under chapter 458 or chapter 459 certifying in writing that the student requires the use of a wireless communications device based upon valid clinical reasoning or evidence shall be allowed to use their wireless communication device in accordance with the orders outlined by the physician. (F.S. §1006.07(2)(f)). Any use by a student outside the orders of the physician is prohibited and the student may be subject to disciplinary action in accordance with this policy.
6) Due to school safety concerns, headphones, earbuds, or other accessories are prohibited during the school day for all elementary and middle school students, unless authorized by a teacher or administrator for instructional purposes or otherwise determined as a necessary accommodation by an IEP/504 Accommodation Plan team and specified in said plan. High school students may utilize headphones, earbuds, or other accessories during their assigned lunch period or when expressly permitted by a teacher for instructional purposes. When permitted to use headphones, earbuds, or other accessories, students must leave one ear free of a device so they can hear any emergency instructions being provided.
7) A rule violation occurs when students use their wireless communication device during the instructional day and they are subject to disciplinary action under the cell phone violation code in the Discipline Matrix; however, when used to properly report any situation that can compromise the safety of students, staff, or property, students will not be subject to additional disciplinary action for infractions such as inciting a disturbance or major campus disruption. In such an event, proper reporting includes but is not limited to photographs and/or videos that are reported immediately to school administration. Additional means to properly report include:
    a) Call the District Security Operations Center (DSOC), 24 hours a day, 7 days a week at 754-321-3500
    b) Send an email to securitytips@browardschools.com
    c) Submit a tip online via FortifyFL at GetFortifyFL.com
    d) Submit a tip through SaferWatch at www.saferwatchapp.com/browardschools/.

    NOTE: Simply sharing the information on social media or through messaging apps with friends is not considered a means to properly report and solely sharing in this manner may result in disciplinary action.
8) The improper use of a wireless communication device during the school day, in attendance at a school function, or on school transportation is a violation of this policy. Improper use is defined as one that disrupts the educational environment or interferes with the safety of students, staff, or property. Pursuant to F.S. §1006.07(2)(f), the SBBC is required to provide notice that students who

use wireless communication devices in the commission of a criminal act while on school property or in attendance at a school function may face school disciplinary action and/or criminal penalties.

9) Progressive discipline will apply for repeated violations as outlined in the Discipline Matrix. Repeated violations of this policy will result in the confiscation of the wireless communication device and the device will be released only to the parent.
10) Schools are not responsible if a student's wireless communication device is lost or stolen while in school, in attendance at a school function or while on school transportation.
11) Possession of an electronic device is prohibited during all school, District, State, and National testing. Possession of an electronic device during testing that reproduces, transmits, calculates, or records is cause for invalidation of the test. Possession during testing is defined as within arm's reach, even if the electronic device is not visible. For example, students [shall] not have cellular phones in their pockets, clipped to their belts, at their desks, or anywhere they can be easily accessed during testing.
    a) During testing, the test administrator will direct students on the appropriate storage of electronic devices.
    b) It is strongly advised that students do not bring a cell phone or any other prohibited electronic device to any testing environment, including but not limited to Florida Assessment for Student Thinking (FAST), End-of-Course (EOC), Advanced Placement, AICE/Cambridge, International Baccalaureate, PSAT, SAT, and/or ACT exams. If an electronic device makes any noise, or a student is seen using it at any time – including breaks – the student may be dismissed immediately, scores may be canceled, and the device may be confiscated.

D) Possession, use (including being under the influence), purchase, sale (including intent to sell, attempted sale, actual sale), and/or transmittal of alcohol, drugs, tobacco, nicotine products, medications (over the counter and prescription), and other mood-altering substances

1) Students may be subject to disciplinary action for the following behaviors related to the possession, use (including being under the influence), purchase, sale (including intent to sell, attempted sale, actual sale), and/or transmittal of alcohol, drugs (including drug paraphernalia), tobacco, nicotine products, medications (over-the-counter and prescription) and/or other mood-altering substances, including those delivered through e-cigarettes, vapor devices, or similar. Specific information on consequences and interventions for incidents under this section can be found in School Board Policy 5100 Suspension and Expulsion. Students are prohibited from possessing, using, purchasing, selling, and/or transmitting:
    a) Prescription medication/treatment and over the counter (OTC) medications:
        (i) Prescription medication/treatment and OTC medication require an Authorization for Medication/Treatment Form. The healthcare provider and parent/guardian must complete this form.
        (ii) Students with special health conditions, e.g., asthma, diabetes, and hypersensitivity, regardless of grade, may carry medication on self, only if approved by their physician and noted on the Authorization for Medication/Treatment Form.
        (iii) For Grades 9-12 only, self-carry and self-administration of selected OTC medication requires that an ***Authorization for Over the Counter (OTC) Medication with Parental Approval Form*** be completed and signed by the parent/guardian and student annually. Please refer to SBBC Policy 6305: Administration of Medications/Treatments for the list of approved self-carry and self-administration OTC medications.
        (iv) All prescription medications and over-the-counter medications, excluding the select authorized OTC medications identified in SBBC Policy 6305: Administration of Medications/Treatments, must be transported to the school by the parent/guardian in the original sealed container along with the appropriate authorization form signed by the appropriate parties. Therefore, students are prohibited from possessing any medication while on school grounds, participating in school-sponsored activities, or on school transportation without appropriate authorization.

(v) Students found to be in violation of SBBC Policy 6305: Administration of Medications/Treatments shall be subject to the disciplinary action outlined in the Discipline Matrix and SBBC Policy 5100. Students violating SBBC Policy 6305: Administration of Medications/Treatments, by possessing or using their own prescription medication, as governed by this policy, and is in violation of SBBC Policy 6305 on school grounds, on school transportation, or at a school-sponsored activity, shall be issued a 10-day suspension. However, upon verification of prescription by the school principal/administrative designee, the recommendation for a behavior intervention program assignment may be withheld by the school.

b) Students violating SBBC Policy 6305.1: Medical Marijuana/Low THC Cannabis Use to Qualified Students in Schools, by possessing or using their own substance as governed by this policy, in violation of SBBC Policy 6305.1, on school grounds or at a school-sponsored activity, shall be issued a 10-day suspension. However, upon verification of prescription by the school principal/administrative designee, the recommendation for a behavior intervention program assignment may be withheld by the school.

c) Possession, use (including being under the influence), purchase, sale (including intent to sell, attempted sale, and actual sale), and/or transmittal of the following is strictly prohibited:
   (i) Alcohol (including all beverages containing alcohol and those held out to be or represented as an alcoholic beverage)
   (ii) Cannabis and derivatives of such including but not limited to:
   (A) CBD
   (B) Hemp
   (C) Marijuana (leaf, liquid, synthetic)
   (D) THC
   (iii) Drugs and other controlled substances deemed illegal by Chapter 893, Florida Statute
   (iv) Drug paraphernalia
   (v) E-Cigarettes/Vapor Devices (including components of such)
   (vi) Mood altering substances
   (vii) Nicotine/Synthetic Nicotine
   (viii) Prescription medication
      (A) Prescription medication not prescribed for the student who is in possession of the medication
      (B) Any prescription medication not authorized by School Board Policy 6305
   (ix) Tobacco/Tobacco Products
   (x) Unauthorized substances

2) Pursuant to F.S. §1006.09(9), each principal shall post, in a place readily seen by students, a notice stating that a student's locker or other storage area may be subject to search based upon reasonable suspicion of possession of prohibited, unauthorized or illegal materials/objects, or substances and may also result in a search of person, possessions, locker and/or vehicle.
   a) Any personal property brought on school grounds may be inspected by drug-sniffing dogs for, drugs, or other prohibited substances. Personal property that may be inspected includes but is not limited to cars parked on school grounds, desks, backpacks, lockers, book bags, and gym bags.
   b) Reasonable suspicion of improper conduct is not required to use drug-sniffing dogs to inspect personal property. Drug-sniffing dogs will not be used to inspect students for alcohol, drugs, or other prohibited substances.

3) School personnel shall report to the principal/designee the suspected unlawful use, possession, transmittal, sale or attempted sale by a student of any drugs, tobacco or tobacco related products, nicotine, e-cigarette, vapor devices or similar, over-the-counter or prescription substances, except those authorized under SBBC Policy 6305 (Administration of Medication/Treatments), and

including any alcoholic beverage or inhalant, and shall be exempt from the civil liability when making such reports.

4) If a student has been suspended or expelled for a prior drug offense by any in-State or out-of-State public, private, charter or research school, then the disposition of this offense shall constitute a second offense and the procedures for second offenses shall apply.
5) Pursuant to F.S. §1006.07(7), if an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat assessment team to engage behavioral health crisis resources.
6) A student who is assigned a Substance Probation Contract (SPC), will be in breach of that SPC ~~PSC,~~ if that student commits another substance violation for possession or use of any other drug or substance, not including nicotine, synthetic nicotine, or paraphernalia, during the term of the current SPC ~~PSC~~. The student will be issued a ten-day suspension with a recommendation for a Behavior Intervention Program assignment for the subsequent violation.

SECTION VI: RESPECT FOR PERSONS AND PROPERTY

Students shall be treated with respect and honesty; to learn in a safe, orderly, and distraction-free environment, and to have their property and rights respected. To honor these rights, students have the responsibility to treat school property and the property of others with respect; to act in a way that does not interfere with the rights of others; to act in a way that Is not harmful to the health and safety of others, and to provide information on any potentially dangerous situations to a staff member or through one of the anonymous tip lines provided by the District at www.browardschools.com/securitytips.

Students are expected to honor their responsibilities and behave in ways that respect the rights of all persons and property. Consequences for unacceptable behaviors are found in the Discipline Matrix. Violations of this section include:

A) Disruptive Incidents (including but not limited to):

1) Taking, possessing, displaying, distributing, and/or transmitting pictures using an electronic device during the school day. Note: Use of a camera telephone may result in additional consequences (beyond confiscation) if used to take pictures that are pornographic or obscene or to break rules or laws.
2) Disturbing the class or school by being disrespectful or rude, refusing to obey any staff member, failing to follow classroom rules, running in the halls, throwing objects, possessing or igniting fireworks or firearms, fighting, gambling, or bringing distracting items to school. Examples of distracting items include but are not limited to in-line skates/roller blades/heelies (sneakers with wheels), toys, playing cards, games, cigarette lighters, radios, audio recorders, or laser pointers/pens and other laser devices.
3) Using scooters and inline skates/rollerblades/heelies in the school building or on school property.
4) Behaving inappropriately on field trips.
5) Possessing and/or transmitting pornographic/obscene material.
6) Misrepresenting oneself by cheating, copying, plagiarizing, counterfeiting, using false identification, or making false reports by posing as a parent to excuse absences or tardiness, sign a report card, etc.
7) Unauthorized possession or use of school/county documents or forms.
8) Conducting, recruiting, or participating in youth gang-like activities on campus including but not limited to using gang-related or cult-related gestures, language, and/or signs.
9) Unauthorized presence on school property.
10) Endangering the lives of students and staff by causing major campus disruptions with behaviors including but not limited to setting off unfounded fire alarms, making false 9-1-1 calls, making false hoax/bomb threats, and/or swatting.
11) Gambling.

12) ***For Secondary Students Only,*** parking a motorized vehicle on school grounds without an official permit or in unauthorized areas.

B) Acts Against Persons (including but not limited to):

1) Bullying and/or harassment as defined in School Board Policy 5900.
   a) Sexual harassment is a form of sex discrimination that violates the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, amended 2020 and SBBC Policies 4001.1 and 5900. Sexual violence is a physical act of aggression that includes a sexual act of sexual purpose. Sexual violence is also a violation of these same statutes and may also represent a criminal law violation. The school district prohibits any form of sexual harassment and sexual violence. Allegations of student-to-student sexual harassment will be investigated in the same manner prescribed by Anti-Bullying Policy 5900. The department of EEO/ADA compliance (Title IX District Coordinator) provides guidance and assistance to school-based Investigative Designees (ID)/Title IX coordinators.
      (i) Sexual harassment and sexual violence are unlawful and will be grounds for disciplinary action. Students who believe they have been victims of sexual harassment or sexual violence should report the alleged act immediately to a teacher and/or school administrator. Because sexual harassment can take on many forms, it is further described in the definitions found in the Appendix.
2) Cyberbullying as defined in School Board Policy 5900.
3) Taking part in physical acts of a sexual nature, engaging in sexual harassment, or offending others by indecent exposure.
4) Using insulting, abusive, profane, racially, or sexually offensive written or oral language, or making obscene remarks or gestures.
5) Abusing another student or staff member including, but not limited to, verbal abuse, actual or threatened physical harm, extortion, destruction of personal property, intentionally making a false accusation, or intentionally providing misinformation.
6) Discrimination.
   a) The School Board of Broward County, Florida, prohibits any policy or procedure that results in discrimination, as defined by applicable laws, in its education programs or admissions to education programs. The SBBC also provides equal access to the Boy Scouts, Girl Scouts, and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & the District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
   b) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) School Board Policy 4001.1, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination against any students with regard to access to programs, services, and activities on the basis of disability. If any student feels he or she has been discriminated against because of such disabilities or perception of a disability, there are specific procedures to report such offenses. See School Board Policy 5900 for the steps to report such offenses.
   c) If any student feels that he or she has been discriminated against or harassed, there are specific procedures to report such offenses outlined in School Board Policy 5900.
7) Hazing.
8) Threatening, stalking, hitting, or hurting another student, teacher, or other school personnel.
9) Intentionally making a false accusation that jeopardizes the professional reputation, employment, or certification of a teacher or other member of a school staff.
10) Committing a hate crime.
11) Fighting.
12) Threatening or hurting a person with or without a weapon.
13) Committing theft.

14) Committing robbery.
15) Committing extortion.
16) Committing sexual assault, battery, or harassment.
17) Kidnapping or abduction.
18) Homicide.

C) Property Incidents (including but not limited to):

1) Damaging, destroying, or vandalizing school property.
2) Misusing technology.
3) Starting a fire (arson).
4) Breaking and entering/burglary.

D) Other Major Incident (including but not limited to):

1) Having and/or hiding a weapon.
2) Endangering the lives of students and staff by failing to report a threat of violence against others.
3) Committing other criminal acts.

SECTION VII. SCHOOL BUS BEHAVIOR

Misconduct by any student while riding school sponsored transportation represents a serious threat to the safety of all occupants of the bus as well as other motorists, pedestrians, and members of the community. All rules that apply to the school grounds and school activities also apply to school sponsored transportation. Parents are responsible for their student's behavior on the way to and from school using means other than school-sponsored transportation and while their child is at the bus stop. While the District is not responsible for incidents that occur at a bus stop or en route to and from school using means other than school-sponsored transportation (e.g., walking, biking, riding in a personal car), a student, parent, or witness may file an incident report by contacting local law enforcement and/or the students' assigned school if it is known. They may also contact the DSOC in one of the following ways:

- Call the DSOC, 24 hours a day, 7 days a week at 754-321-3500
- Send an email to securitytips@browardschools.com
- Submit a tip online via FortifyFL at GetFortifyFL.com
- Submit a tip through SaferWatch at www.saferwatchapp.com/browardschools/.

Upon receipt of an incident report, the District/school may investigate and provide assistance and interventions as deemed appropriate. The principal/designee will log all reports and interventions in the current SIS. School sponsored transportation violations are listed below and consequences for each level of violation are contained within the discipline matrix.

A) Level One Violations
1) Eating or drinking on the bus.
2) Failing to sit in the seat assigned by the bus operator.

B) Level Two Violations
1) Disrupting, distracting, or disobeying a bus operator.
2) Failing to utilize required safety equipment on the bus.
3) Getting out of the seat while the bus is in motion.
4) Loud talking, inappropriate remarks, or spitting out of the bus window at other students, pedestrians, or motorists.

C) Level Three Violations
1) Placing head, arms, or legs outside the window of the bus.
2) Opening a school bus emergency door and/or exiting the bus when the bus is stopped, unless directed by the school bus operator in an emergency or during an evacuation drill.
3) Threats against the bus operator, bus attendant, or passengers on the bus.
4) Use of profanity.
5) Committing battery and/or fighting on the bus.

6) Committing a sexual offense (misconduct, harassment, battery) and/or inappropriate touching of another student while on the bus.
7) Smoking/vaping on the bus.
8) Opening a school bus emergency exit door while the bus is in motion.
9) Throwing objects out of the window of the bus, which may or may not cause injury to persons or physical damage.
10) Throwing objects at a bus after leaving the bus, which may or may not cause injury to persons or physical damage.
11) Criminal mischief of seats or other bus equipment.
12) Boarding or attempting to board a bus route other than the student's assigned bus route or attempting to leave the school bus at other than the student's assigned bus stop without permission of the school principal or designee.

SECTION VIII: INTERVENTIONS AND CONSEQUENCES

The District will make every reasonable effort to correct student misbehavior through school-based resources at the lowest possible level, and to support students in learning the skills necessary to enhance a positive school environment and avoid negative behavior. Most disciplinary issues should be addressed at the classroom level by teachers. Additionally, students exhibiting serious or chronic behavior issues will be referred to the school's CPST for the development of multi-tiered interventions to address targeted behavior problems.

A) Pursuant to F.S. §1006.08 and F.S. §1003.31, students who commit violent or disruptive behaviors that may pose a threat to the safety of school staff or students shall be assigned to an alternative educational program and/or referred to mental health services identified by the school district. Pursuant to F.S. §1006.07(7), referral to mental health services shall be in consultation with the threat assessment team.
B) In all instances, school discipline should be reasonable, timely, fair, age-appropriate, and should match the severity of the student's misbehavior. Any disciplinary or prosecutorial action taken against a student who violates this policy must be based on particular circumstances of the student's misconduct.
    1) For IDEA-eligible ESE students and students determined to be disabled under Section 504 of the Rehabilitation Act of 1973, suspensions, expulsions, and other disciplinary measures shall follow applicable laws, SBBC policies, and provisions of the Individual Education Plan (IEP) or Section 504 Accommodation Plan.
C) It will not be necessary to use each consequence or to use consequences in the order listed below. However, as provided in the Discipline Matrix, certain rule violations do require specific consequences. The District's Discipline Matrix is attached and also available on the District's website at: https://www.browardschools.com/codeofconduct.
    1) Parent contact/conference (mandatory for all offenses). If the initial meeting with the parent(s) does not resolve the behavioral issues or identify potential remedies:
        a) Referral to School-based Collaborative Problem Solving (CPTS)/Response to Intervention (RtI) Team. The CPTS/RtI Team must attempt and document the attempts to communicate in writing and/or by telephone with the parents regarding the behavioral issues; and
        b) Consider evaluating the student for alternative education programs or behavior contracts.
    2) Referral to the Behavioral Threat Management Team
    3) Confiscation (when applicable)
    4) Restitution (when applicable)
    5) Referral for support services (School Counselor, School Social Worker, Family Counselor)
    6) School-based attendance contract
    7) School-based behavior contract
    8) Interventions Making Positive Adjustment Change (IMPAC) Alternative to External Suspension (AES)
    9) Substance Probation Contract
    10) Alternative Probation Contract

11) Verbal Warning or Written Reprimand
12) School/Community Service Work
13) Before/After School Detention
14) Multiple Before/After School Detentions (2-3) or Saturday Detention
15) Timeout
16) Loss of Extra-Curricular Activities (1-5 days)
17) Refer to Fire Starter Program
18) SESIR Incident Reporting Required
19) Recommendation for Expulsion (Mandatory)
20) Recommendation for District-assigned Behavior Intervention Program (Mandatory)
21) Consultation with law enforcement
22) Notification to regional office and District Security Operations Center (DSOC)
23) In-school suspension (less than 1 day to 5 days)
24) Out of school suspension (1-10 days)
25) Bus suspension (1-10 days)
26) Bus expulsion for the remainder of the school year
27) Loss of all school-sanctioned activities for 1 calendar year
28) Referral to Community Youth Support Service Programs (as available and appropriate)
29) Issue HOPE Scholarship[HP] Issue HOPE Scholarship Initial Notification Form to Eligible Party(ies)
30) ***For Secondary Only,*** warning, notification, or towing for motor vehicle violations:
    a) First offense: Warning
    b) Second offense: Parent notification
    c) Third offense: Tow vehicle

D) Consequences of Serious Misbehavior Leading to Suspension and/or Expulsion

School Board Policy 5100: Suspension and Expulsion provides more specific information governing incidents that require suspension, expulsion, or administrative assignment to a District Behavior Intervention Program. This policy can be viewed at www.browardschools.com/policies.

1) The Code of Student Conduct includes provisions for action that must be taken if there are serious problems involving weapons, drugs (including alcohol), mood-altering substances, steroids, and criminal acts. Specific action, outlined in SBBC Policy 5100, will be taken as a result of these violations, except in instances of self-defense.
    a) If the principal determines that the student was an involuntary, mutual combatant and used an action, instrument or object in self-defense, the student may not be suspended or expelled. Self-defense is when a student is unable to leave the area of a "pending attack" and must use any action that is necessary to protect oneself from serious bodily harm using only the amount of force necessary to get away from the attack and immediately seek help from the nearest adult. Provocation and/or retaliatory actions are NOT considered self-defense and will be considered as mutual participation and subject to appropriate disciplinary actions. Provocation/retaliation is considered:
        (i) Provoking another student using actions or words (verbal or written), to engage in an altercation and striking back after being struck.
        (ii) Willingly entering the area of a "pending attack" and involving oneself in the confrontation.
        (iii) Continuing to strike or hit after being able to get away.
        (iv) Choosing not to leave the area after being able to get away.
        (v) Returning to the confrontation after getting away.
    b) Florida Statutes §§776.012, 776.013 and 776.032, commonly known as the Florida Stand Your Ground law, are not applicable to charges of violations of the Code of Student Conduct and/or SBBC Policy 5100.
2) In accordance with Florida Statutes §1001.32(2), District school boards have the authority to exercise any power except as expressly prohibited by the State constitution or general law to

develop, implement, interpret, or prescribe law or policy or describe the procedure or practice requirements of such rule.

3) All violations under SBBC Policy 5100 will involve the following steps:
   a) Principal involvement.
   b) Immediate parent contact.
   c) Suspension from school grounds, all classes, and all school activities.
   d) Referral to Broward District Schools Police and local law enforcement, when specified in the Discipline Matrix and School Board Policy 5100.
      (i) All necessary steps will be taken to protect a victim from further victimization for incidents set forth in this policy, incidents that require mandatory assignment to a behavior intervention program or expulsion (See Section V of SBBC Policy 5100) or involve acts of bullying. Such actions may include assignment of the student (perpetrator) to a different school from that where the offense occurred. Only the superintendent/designee may assign a student to another school after completion of the mandatory requirements for a District-assignment behavior intervention program or expulsion assignment or after compliance with the bullying complaint procedures. Should the district make such a reassignment, transportation will be provided by the District. All "no contact orders" entered by a court and provided to a school's administrator shall be acknowledged and implemented to the extent possible. Students who return to school under a no contact order are responsible for following the terms outlined in the order. Failure to do so will result in a consultation with law enforcement and may result in an administrative assignment to an alternate school location. Transportation is not provided by the District when there is a court order for no contact requiring reassignment of the student to another school unless there is transportation available at no additional cost to the District.

4) Out-of-School Suspension

Out-of-School Suspension occurs when a student is removed from school and school-related activities on or off school grounds by the school's administration. Students who receive an out-of-school suspension shall be offered a short-term behavior intervention program in a District-approved behavior intervention program school.

   a) Students shall be suspended and may be recommended for a behavior intervention or expulsion assignment when they:
      (i) Commit repeated violations of harassment.
      (ii) Commit violations of fighting (mutual combat).
      (iii) Commit criminal mischief/damage to property (equal to or greater than $1,000).
      (iv) Commit any act on campus or off campus that substantially disrupts the orderly conduct of the school/school activities.
      (v) Commit grand theft (equal to or greater than $750).
      (vi) Commit burglary – unlawful breaking/entering.
      (vii) Commit a simple battery.
      (viii) Commit a sexual assault.
      (ix) Commit sexting.
      (x) Commit sexual harassment.
      (xi) Commit sexual misconduct (sexual offense).
      (xii) Commit a false accusation against school staff.
      (xiii) Commit a false fire alarm/911 call.
      (xiv) Commit trespassing.
      (xv) Commit threat/intimidation.
         (A) If the SESIR definition is met, consideration of the following shall occur in order to determine the appropriate incident type:
            (1) Threat/Intimidation Very High Level – For instances where the SESIR definition is met, the Behavioral Threat Assessment (BTA) risk level has

yielded an outcome level of high, and the threat involves the potential or actual use of a weapon, the student shall be issued a 10-day suspension and recommended for expulsion or a behavior intervention assignment.

(2) Threat/Intimidation High Level - For instances where the SESIR definition is met, the BTA risk level is determined to be high, but there is no weapon involved, the school shall follow the Discipline Matrix.

(3) Additionally, the SESIR Threat/Intimidation incident type may not be applied in instances when the SESIR definition has not been met. To meet the SESIR Threat/Intimidation definition, the threat must include the following three (3) elements: intent, fear, and capability.

(xvi) Possesses/displays/uses/sells/transmits a Class B weapon, which includes laser pens/pointers and other laser devices used in a manner that could potentially harm or injure another individual.

(A) If through investigation, a student is found to only possess Mace/Pepper Spray in a container with maximum capacity of 2 ounces or less and it has verified and determined by a school administrator that the item was possessed only, and not displayed, used, or transmitted, the student shall not be subjected to disciplinary action. However, if a student displays, uses, sells, or transmits the item, the student shall be subject to discipline for possession/display/use/sale/transmittal of a Class B weapon.

(B) A student shall be subjected to disciplinary action in accordance with the discipline matrix for possession of a Class B Weapon, unless it is determined through an investigation that the Class B Weapon was unknowingly/inadvertently possessed and upon discovery/awareness, the student "immediately" reported, relinquished, or delivered the Class B Weapon to a staff member without incident. This may apply only to incidents with a behavioral threat assessment outcome that indicates there is no threat or indication of intended harm.

(xvii) Commits fire starting*

(A) *Note: The school administrator shall refer the student for participation in a local Fire Starter Program. The suspension shall be reduced by 3 days upon parent/guardian agreement to participate in said program. Failure on the part of the student to successfully complete the program may result in the reissuance of the 3 days.

(xviii) Conducts, recruits, or participates on campus in a formal or informal manner in order to foster youth gang or gang-like activity. This activity may include an association or group of three (3) or more persons who engage in a pattern of youth or street gang or gang-like activity and have a common name or common identifying clothing, jewelry, buttons, colors, signs, symbols, or markings with the intent to threaten and/or present a danger to public order and safety.

(xix) Electronic device – the use of an electronic device to possess, display, or transmit offensive images, images that depict nudity or sexual content, video voyeurism, or the use of an electronic device to capture said images, or any other images of people which violates reasonable expectation of privacy. This includes images generated using artificial intelligence (AI) commonly known as "deep fakes." Deep fakes are defined as an image or video of another person in which their face or body has been digitally altered so that they appear to be someone else, that is used maliciously, or to spread false information.

(A) Display of offensive images will not result in disciplinary consequences if it is determined that the student immediately reported or delivered the offensive image(s) to a staff member.

(xx) Other Major - Other Serious Incident/Delinquent Act - any serious, harmful incident resulting in the need for law enforcement consultation not already set forth by SESIR

guidelines or policy, which occur on SBBC property, during school events or activities, or on school transportation.

(xxi) Uses the school district's technology and/or software for any unauthorized purpose. This includes the unauthorized use of a computer/technology, including, but not limited to, accessing or breaking into restricted accounts or networks, creating, modifying or destroying files/records without permission, copying software, entering, distributing or printing unauthorized files/records, uploading to the internet and/or sharing or distributing, offensive or inappropriate material, including video, and any other misuse or violation of SBBC Policy 5306: School and District Technology Use, Section VI.

(xxii) Commits extortion.

(xxiii) Non-School - Other Serious Incident/Delinquent Act - Suspension proceedings, pursuant to Rule 6A-1.0956, F.A.C., may be initiated against any enrolled student who is formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult, by a proper prosecuting attorney for an incident which allegedly occurred on property other than public school property, if that incident is shown, in an administrative hearing with notice provided to the parents of the student by the principal of the school, to have an adverse impact on the educational program, discipline, or welfare in the school in which the student is enrolled. (F.S. §1006.09(2)).

5) Behavior Intervention Program Assignment

A behavior intervention program assignment is when, by action of the Superintendent, or designee, a student is removed from their school and school-related activities on or off school grounds. A behavior intervention program assignment is for a minimum of one academic quarter and continues until the student meets exit criteria of the assigned behavior intervention program. Transitions from a behavior intervention program assignment to a traditional school are considered at the end of each academic quarter for elementary students (Grades K-5) and each semester for secondary students (Grades 6-12). When a student is administratively assigned to a District Behavior Intervention Program for a violation of the Code of Student Conduct, and their parents refuse to have their child participate, the student will be prohibited from attending any Broward County Public School for the remainder of the current school year plus one additional academic year.

a) Students found to have committed the following offenses on school property, school-sponsored transportation, or during a school-sponsored activity shall receive the most severe consequences provided in this policy which shall be mandatory suspension and administrative assignment to the Behavior Intervention Program, a referral to local law enforcement, and a referral for counseling services, as appropriate.
   (i) Aggravated Battery
   (ii) Arson or Attempted Arson
   (iii) Bullying (Grades 3-12)
   (iv) Hazing (F.S. §1006.135)
   (v) Kidnapping or Abduction/False Imprisonment
   (vi) Repeated violations of the Code of Student Conduct (see discipline matrix)
   (vii) Robbery or Attempted Robbery
   (viii) Sexual Battery (Rape) or Attempted Sexual Battery (Rape)
   (ix) Simple Battery on School Board Employee, Sports Official, Law Enforcement Officers, Firefighters, Emergency Medical Care Providers, Public Transit Employees or Agents, or Other Specified Officers (F.S. §§1006.13(5), 784.081, and 784.07).
   (x) Violation of an Alternative Probation Contract or Substance Probation Contract
b) Workback Opportunities for Offenses Mandating an Administrative Assignment to a Behavior Intervention Program or Expulsion
   (i) Success within all workback programs shall be based upon the requirements of the District-assigned Behavior Intervention program and workback agreements as determined by the District case managers.

(ii) **Substance workback** shall mean that the student is eligible to return to a regular school program upon successful completion of the State-certified rehabilitation or treatment program as determined by the District substance abuse case manager.

(iii) Upon successful completion of the District-assigned behavior intervention program, the student shall transition back to the regular school program, except when indicated otherwise in this policy. In the case of a student with a disability, a return to their regular school program may be a change in placement that would require action by the IEP/504 Team.

6) Expulsion

An expulsion occurs when, by action of the School Board, a student is removed from school and school-related activities on or off school grounds. Students who are expelled may be eligible to receive continuing education services in a District-assigned behavior intervention program. Students who engage in the continuing education services in a District-assigned behavior intervention program may be eligible to transition back to a traditional school after a minimum of one calendar year from the date of assignment to the program, if they meet the established exit criteria of the program. Students who do not engage in the continuing education services in a District-assigned behavior intervention program will be expelled for a period of two full semesters. However, if a parent or student of majority age fails to engage in the District-approved behavior intervention program assignment, the term of expulsion shall be for the remainder of the current school year plus one additional school year. ~~the remainder of the current school year plus one additional school year.~~ If a student committing any of the offenses in this subsection is a student who has a disability, the District school board shall comply with applicable State Board of Education rules (F.S. §1006.13(3)).

a) The term of the expulsion shall commence with the date of the School Board's final order.

b) The term of exclusion from school shall not exceed the remainder of the current school year plus the subsequent school year. Students who enroll in the District-assigned behavior intervention program may qualify for an early completion and transition after a period of two ful semesters. ~~no earlier than one calendar year from the date of the offense.~~ Early completion requires regular school attendance, successful completion of the District-assigned behavior intervention program level system, and compliance with referred services, as applicable. Transitions from a District-assigned behavior intervention program assignment to a traditional school are considered at the end of each academic quarter for elementary students (Grades K-5) and each semester for secondary students (Grades 6-12).

c) A District expulsion case manager shall monitor/verify that the student has successfully completed the assigned behavior intervention program and facilitate the student's transition and re-entry into the regular school program, except where otherwise indicated in this policy.

d) All expulsions shall be entered into the student information system and such documentation forwarded to any school upon request for the purpose of student admission.

e) Per F.S. §1006.13, District school boards may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion.

f) **OFFENSES LEADING TO MANDATORY EXPULSION**

Pursuant to F.S. §1006.13(3), students in grades K-12 found to have committed one of the following offenses involving any student, staff, school, and/or on school property, school transportation, or at a school-sponsored activity will be expelled, with or without continuing educational services, from the student's regular school for a period not less than 1 full year, will be referred to the criminal justice or juvenile justice system and referred to mental health services identified by the school district pursuant to F.S. §1006.04 and F.S. §1006.07(7), for evaluation and treatment as appropriate.

(i) Weapons Class A - Bringing a firearm or weapon, as defined in Chapter 790, including possessing, displaying, using, selling, or transmitting a firearm.

(A) Per 790.161, a person who willfully and unlawfully makes, possesses, throws, projects, places, discharges, or attempts to make, possess, throw, project, place, or discharge any destructive device.
(B) Per 790.1615, a person who perpetrates any unlawful throwing, projecting, placing, or discharging of any destructive device or bomb that results in any bodily harm, to any person, regardless of intent or lack of intent to cause such harm.
(C) Any object or item which can be classified as a weapon in accordance with this policy shall be conclusively determined to be a weapon and not considered to be an instrument or object other than a weapon as defined in this policy. Students are prohibited from possessing or using an object defined as a weapon within this policy at school, on school property, or at school sponsored events. Students may not be subject to mandatory suspension and expulsion proceedings when the principal determines the student used an instrument or object, which is not otherwise defined as a weapon within this policy, in self-defense.
(D) A student shall be subjected to mandatory expulsion for possession of a Class A Weapon, unless it is determined through the Pre-Expulsion conference that the Class A Weapon was unknowingly/inadvertently possessed and upon discovery/awareness, the student "immediately" reported, relinquished, or delivered the Class A Weapon to a staff member without incident. This may apply only to incidents with a behavioral threat assessment outcome that indicates there is no threat or indication of intended harm.

(ii) Threat to Kill/Mass Shooting – Per F.S. §836.10, any person who sends, posts, or transmits, or procures the sending, posting, or transmission of, a writing or other record, including an electronic record, in any manner in which it may be viewed by another person, when in such writing or record the person makes a threat to kill or do bodily harm to another, or conduct a mass shooting or act of terrorism.
(A) Electronic record is defined as any record created, modified, archived, received, or distributed electronically which contains any combination of text, graphics, video, audio, or pictorial represented in digital form. This does not include a telephone call.
(B) Per F.S. §790.162, it is unlawful for any person to threaten to throw, project, place, or discharge any destructive device with intent to do bodily harm to any person or with intent to do damage to any property of any person.

(iii) False Report/Hoax - Per F.S. §790.163, it is unlawful for any person to make a false report/hoax, with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, other deadly explosive, or a weapon of mass destruction as defined in F.S. §790.166, or concerning the use of firearms in a violent manner against a person or persons, and/or in accordance with F.S. §790.164 concerning any act of arson or other violence to property.
(A) Per F.S. §790.165, "hoax bomb" means any device or object that by its design, construction, content, or characteristics appear to be, or to contain, or is represented to be or to contain, a destructive device or explosive as defined in said chapter, but is, in fact, an inoperative facsimile or imitation of such a destructive device or explosive, or contains no destructive device or explosive as was represented.

(iv) Homicide.

~~(iv)~~(v) Sexual Battery or Attempted Sexual Battery

g) **Expulsion from any in-state or out-of-state school.** At the time of initial registration for school from any in-State or out-of-State public, private, charter or research school, the student shall disclose previous school expulsions, arrests resulting in a charge, juvenile justice actions, and referrals to mental health services.
(i) Expulsion, dismissal, or administrative assignment to an alternative school for behavior of a student from any in-State or out-of-State public, private, charter, or research school will

be honored by the School Board of Broward County, Florida if the act committed is one that would be grounds for expulsion or mandatory assignment to a behavior intervention program under this policy.

(ii) If a student who has been expelled, dismissed, or administratively assigned to an alternative school for behavior in another district, charter school or private school wishes admission, he/she shall be placed in an appropriate behavior intervention program, or a program designated by the Superintendent/designee for a period of time to commensurate with the terms of the original expulsion, dismissal, or assignment. The student shall also be referred to mental health services identified by the school district pursuant to F.S. §1012.584(4), when appropriate.

(iii) Note: Per F.S. §1006.07(1)(b), upon receipt of an out-of-district final order of expulsion, the order shall be recorded in the records of the receiving school district and the expelled student shall be advised of the final order of expulsion.

7) Zero Tolerance

Pursuant to F.S. §1006.13, District school boards shall promote a safe and supportive learning environment in schools by protecting students and staff from conduct that poses a threat to school safety. All incidents of threat shall be taken seriously and will be evaluated by a threat management team in accordance with School Board Policy 4380. A threat assessment team may use alternatives to expulsion or referral to law enforcement agencies to address disruptive behavior through restitution, civil citation, teen court, neighborhood restorative justice, or similar programs. Zero-tolerance policies may not be rigorously applied to petty acts of misconduct. Zero-tolerance policies must apply equally to all students regardless of their economic status, race, or disability. The threat assessment team shall consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act which would post a threat to school safety.

The District shall enter into agreements with the county sheriff's office and local police department specifying guidelines for ensuring that acts that pose a threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency. The agreements must include the role of school resource officers, if applicable, in handling reported incidents and a procedure requiring school personnel to consult with school resource officers concerning appropriate delinquent acts and crimes.

The school principal shall notify all school personnel as to their responsibilities regarding incident reporting, which acts which pose a threat to school safety and crimes are properly reported to the school principal/designee, and that the disposition of the incident is properly documented.

Notwithstanding, any student who is attending a public school and is adjudicated guilty of or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or nolo contendere to, a felony violation of as defined by F.S. §1006.13(6)(a) and, before or at the time of such adjudication, withholding of adjudication, or plea, the offender was attending a school attended by the victim or a sibling of the victim of the offense, the Department of Juvenile Justice shall notify the appropriate District school board of the adjudication or plea, the requirements in this paragraph, and whether the offender is prohibited from attending that school or riding on a school bus whenever the victim or a sibling of the victim is attending the same school or riding on the same school bus, except as provided pursuant to a written disposition order under F.S. §985.455(2). Upon receipt of such notice, the District school board shall take appropriate action.

B) The HOPE Scholarship Program

1) Pursuant to F.S. §1002.40, the Hope Scholarship is for students in grades kindergarten through 12 who are enrolled in a Florida public school and have been subjected to an incident of battery; harassment; hazing; bullying; kidnapping; simple battery; robbery; sexual offenses, sexual

harassment, sexual assault, or sexual battery; threat or intimidation; or fighting at school to have the opportunity to transfer to another public school with capacity or to receive a scholarship to enroll in an approved private school. Incidents reported may be investigated at the district level, however, there does not have to be substantiation on the part of the district to offer a transfer to another public school with capacity or the ability for the student to move to an eligible private school on scholarship. School district personnel in Florida have a responsibility to notify families of the Hope Scholarship Program.

2) Upon receipt of a report of an incident, the school principal (or designee), is required to notify the parents of the reported incident and to investigate the incident to determine if it must be reported in SESIR, as required by F.S. §1006.09(6). Additionally, within 24 hours after receipt of the report, the principal or his/her designee shall provide a copy of the report to the parent of the alleged offender and to the superintendent.
3) After the investigation is completed, or within 15 days after the incident was reported to the principal, whichever comes first, the school district must notify the parent of the reported victim of their opportunity to transfer their child to another school under the Hope Scholarship Program.
4) Parents who wish to transfer their student to another public school must email their completed HOPE Scholarship Notification Form to schoolchoice@browardschools.com. For more information on how to apply for a private school scholarship, please visit www.floridaschoolchoice.org. Parents are required to inform the school district when the parent withdraws a student to attend a private school under this program.
5) Additional information on the HOPE Scholarship program can be found at https://www.fldoe.org/schools/school-choice/k-12-scholarship-programs/hope/.

SECTION IX: ANTI-BULLYING

SBBC believes that all persons are entitled to an educational setting that is safe, secure, equitable, and free from bullying or harassment of any kind. SBBC will not tolerate bullying, harassment, or discrimination of any kind, and violations of School Board Policy 5900: Anti-Bullying shall be just cause for disciplinary action as outlined in the Discipline Matrix.

School Board Policy 5900 outlines expectations, stakeholder responsibilities, procedures for reporting allegations of bullying and/or harassment, requirements for responding to allegations of bullying and/or harassment, investigative procedures, and more. This policy, and all policies, can be viewed at www.browardschools.com/policies.

SECTION X: RIGHT TO APPEAL DISCIPLINARY INFRACTIONS AND ADMINISTRATIVE CONSEQUENCES, GRIEVANCE PROCEDURES for DISCRIMINATION, BULLYING and/or HARASSMENT OFFENSES, including SECTION 504 DISCRIMINATION

There may be times when students do not agree with a violation of the Code of Student Conduct for which they have been disciplined and/or the corresponding administrative consequences. Students may speak with school staff first who will allow the student the opportunity to address the concern. Students may also request the presence of a third party, such as a counselor, assistant principal, other staff person, translator, or interpreter. Parent(s), and/or their attorney also have the right to be included. If a discussion does not resolve the concern, the student and/or parent(s) may request an appeal meeting. When requesting the appeal, the student and/or parent(s) must submit a request for an appeal within five (5) school days from the initial disciplinary notification. The request for an appeal must include a statement indicating what happened, when it happened, who was involved, and a detailed explanation for why the parent(s) or student feels the Code of Student Conduct, administrative consequences, and/or disciplinary infraction does not align with School Board policy or the discipline matrix.

A) Suspension appeals for District Schools
    1) Level 1 Appeal: The principal or the administrator with the most knowledge of the incident shall schedule a meeting with the parent/guardian within five (5) school days of receiving the written

request. Following the meeting, the Principal shall provide a written decision parent/guardian within five (5) school days. All appeal documentation must be filed and maintained in the student's educational record.

2) Level 2 Appeal: If a parent/guardian or student is unsatisfied with the outcome of the level 1 appeal, within five (5) school days from receipt of the school's written response, the parent(s)/student may request a second level of appeal in writing to their school's Regional Superintendent's Office. The request for a Level 2 appeal must include the school's written decision, original statement indicating what happened, when it happened, who was involved, and the detailed explanation of why the parent/guardian and/or student feels the Code of Student Conduct, administrative consequences, and/or disciplinary infraction does not align with School Board policy, or the disciplinary matrix.
    a) Upon receipt of such request, the Regional Superintendent, or designee, shall schedule a meeting with the parent/guardian and/or student within five (5) school days of receiving the written request for a Level 2 appeal. Following the meeting, a written decision will be provided to the parent/guardian and/or student within five (5) school days. Failure on the part of the parent/guardian or student to attend the scheduled meeting will result in the appeal being abandoned and the appeals process will be concluded.
3) Level 3 Appeal: For SBBC public schools ONLY. If the parent(s)/student are unsatisfied with the decision of the Regional Superintendent or designee, they can file a third and final level appeal in writing to the Superintendent's Office/designee within five (5) school days of receipt of the outcome from the Regional Office. This letter of appeal must include all correspondence from all previous appeals.
    a) Upon receipt of the request for appeal, the Superintendent/designee will schedule a final meeting with the parent to attempt to resolve the matter. After the date of this meeting, the Superintendent/designee has five (5) school days to send a written response. The decision of the Superintendent/designee shall be final.
4) A student shall serve his or her suspension during the pendency of any appeals. If the student is successful in his or her appeal, the student's record shall be corrected to remove all indications of the suspension, and the absences shall be reflected as "excused," for the period in question.
    a) For more serious incidents requiring a mandatory recommendation for an administrative assignment to a District behavior intervention program or expulsion, students will not be allowed to return to the school where the offense occurred. Instead, they will be eligible to receive their continuing education services at a District behavior intervention program site throughout the appeals process.
        (i) Under specific circumstances, this provision may not apply to students with disabilities with an IEP or Section 504 Accommodation plan. At all times, all local, state, and federal laws will be followed.

B) Suspension appeals for Charter Schools Adopting the SBBC Code of Student Conduct
1) Level 1 Appeal: The principal or the administrator with the most knowledge of the incident shall schedule a meeting with the parent/guardian within five (5) school days of receiving the written request. Following the meeting, the Principal shall provide a written decision parent/guardian within five (5) school days. All appeal documentation must be filed and maintained in the student's educational record.
2) Level 2 Appeal: If a parent/guardian or student is unsatisfied with the outcome of the Level 1 appeal, within five (5) school days from receipt of the school's written response, the parent(s)/student may request, in writing, a meeting with the Charter School's Governing Board. The letter asking for the appointment must include a copy of the first written statement and the school's response, if one was received. The decision of the Charter School's Governing Board shall be final.

C) Reporting discrimination and/or harassment offenses

1) If any District school student feels that he or she has been discriminated against or harassed, he or she may contact the Executive Director of Benefits and EEO Compliance in the Department of Equal Educational Opportunities, 600 Southeast Third Avenue, 14th Floor, Fort Lauderdale, Florida 33301, Phone: 754-321-2150. Teletype Machine (TTY): 754-321-2158. Email: EEO@Browardschools.com. Complaints relating to discrimination may also be addressed to the Office for Civil Rights, 61 Forsyth Street, S.W., Suite 19T70, Atlanta, GA 30303, or the State or Federal Office for Civil Rights.

D) Reporting Section 504 discrimination
   1) The steps below have been developed to comply with the law for resolution of individual complaints under Section 504/ADA. Persons aggrieved by District school actions are not required by law to exhaust the District's grievance procedures before filing a complaint at the Federal or State level.
   2) The following steps should be followed if resolution on Section 504/ADA issues is not achieved through informal discussion with appropriate school personnel. All meetings, discussions, etc. should be documented. Appropriate school personnel could include teachers, the Section 504 liaison, counselors, school administrator, etc.
      a) If informal discussions do not resolve the issue, the student/parent/guardian may obtain a Grievance Filing Form from the principal. The completed form should be submitted to the school principal.
      b) Within fifteen (15) school days of receipt of the written grievance, the school principal shall provide the grievant with a Grievance Resolution Notice that upholds, modifies, or denies the resolution sought.
      c) If the student/parent/guardian is not satisfied with the response issued in Step 2, he/she may file a complaint with the Superintendent of Schools and request an impartial hearing. When requested, school personnel may need to participate in the hearing process. The request for an impartial hearing would be submitted to: Director, Equal Educational Opportunities/ADA Compliance Department. This office can be reached by phone at 754-321-2150, by email at eeo@browardschools.com, or by U.S. Mail at Equal Educational Opportunities/ADA Compliance, 600 SE Third Ave, 14th Floor, Fort Lauderdale, FL 33301. As a party to the hearing, grievant(s) will be provided with full disclosure of their rights, including their impartial hearing rights, responsibilities and hearing procedures. The Department of Equal Educational Opportunities (EEO) will conduct an investigation and make a determination as to whether probable cause exists that the student was, in fact, discriminated against. A determination of probable cause will include specific recommendations for corrective actions. Parent/Guardian may request Grievance documents from the school-based §504 Liaison or from the District 504/ADA Specialist at (754) 321-8464.

Policy Custodian: School Culture and Student Support
Former Policy Number: 5.8
Policy Status: Active
Authority: ~~F.S. §§~~Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.42(28), 1001.43, 1001.51, 1006.07(2), Florida Statutes
Laws Implemented: ~~F.S. §§~~Sections 1002.22, 1002.221, 1002.40, 1003.31, 1003.32, 1006.07, 1006.08. 1006.09, 1006.13, Florida Statutes
Florida Administrative Code Rule, 6A-1.0017
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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

APPENDIX A

DEFINITIONS

Definitions

1. **Aggravated Battery** is defined as a battery where the attacker intentionally or knowingly causes more serious injury as defined in Rule 6A-1.0017(8)(g), F.A.C., such as: great bodily harm, permanent disability, or permanent disfigurement; uses a deadly weapon; or, where the attacker knew or should have known the victim was pregnant. Note: This is applicable to battery on School Board of Broward County employees, sports officials, or other specified officials as listed in F.S. §§784.07 and 1006.13(5), battery on a law enforcement officer, firefighter, emergency medical care provider, and others as listed in F.S. §784.07. If the incident involves a Class A or Class B Weapon, said incident shall be documented as weapon-related, per SESIR guidelines.
2. **Alcohol related incident** is defined as the possession, sale, purchase, transmittal, distribution, or use of alcoholic beverages. Use means the person is caught in the act of using, admits to the use, or is discovered to have used in the course of an investigation. Note: Alcohol incidents must not be reported to FLDOE as drug related per SESIR guidelines.
3. **Alternative Probation Contract (APC)** is a one-year probationary contract that, if violated, will result in a recommendation for an administrative assignment to a District behavior intervention program. The one-year period begins from the date of the qualifying incident. If the student transfers to another District or Charter school during the term of the APC, the terms of the contract still apply. Refer to the discipline matrix for qualifying incidents.
4. **Arson** is defined as intentionally setting a fire or to intentionally damage or cause to be damaged, by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents. Fires that are not intentional, that are caused by accident, or do not cause damage are not required to be reported in SESIR.
5. **Bullying** (which includes cyberbullying) is defined in School Board Policy 5900.
6. **Burglary** is defined as illegal entry into a facility. The unlawful entry into or remaining in a dwelling, structure, or conveyance with the intent to commit a crime therein.
7. **Cheating**
    a. **Major Cheating** is defined as an act of academic dishonesty by a student who engages in unauthorized use, possession, coordination, promotion, marketing, sharing, distribution, publication, or duplication of tests/exams such as mid-terms, finals, end of course, or other standardized assessments. Cheating, Major also includes but is not limited to changing, giving, facilitating academic dishonesty, seeking to buy, buying grades, selling grades, facilitating the transaction, sale, or purchase of grades or examples, paying someone to change grades, access to exams, or grades or to securing answers to an exam in any manner.
    b. **Minor Cheating** is defined as an act of academic dishonesty by a student who chooses to submit work that is not their own.
8. **Class Cut (Skipping)** is defined as deliberate/willful refusal to attend an assigned class at the designated/required time.
9. **Criminal Mischief (Equal to or greater than $1,000)** is defined as willfully and maliciously injuring or damaging by any means any real or personal property belonging to another, including, but not limited to, the placement of graffiti thereon or other acts of vandalism thereto.
10. **Days** shall be construed to be school days (as determined by the applicable school calendar) whenever mentioned in this policy.
11. **Detention, Unserved,** is defined as an unexcused absence from an assigned detention.
12. **Discriminatory Comments/Actions** are defined as the use of discriminatory words, phrases, social media, actions/retaliation, gestures, symbols or images that slander/demean or is reasonably foreseeable to have a negative impact upon an individual, or community of people/group.
13. **Disruption on Campus-Major** is defined as a major disruption of all or a significant portion of campus activities, school-sponsored events, or school bus transportation. Disruptive behavior that poses a serious threat to the learning environment, health, safety, or welfare of others.

14. **Dress Code Violation** is defined as dressing or accessorizing in a manner that violates the Dress Code section of the Code of Student Conduct or a school's approved unified dress policy, or by dressing or accessorizing in a manner that is dangerous to the health and/or safety of oneself or others or in a manner that causes a substantial disruption to the learning environment.
15. **Drug Sale, Attempted Sale, Distribution or Transmittal** is defined as the illegal sale or distribution of drugs. The manufacture, cultivation, sale, distribution, or transmittal of any drug, leaf marijuana, narcotic, controlled substance, or substance represented to be a drug, narcotic, or controlled substance. This includes drug possession with intent to sell.
16. **Fighting-Major (Mutual Combat)** is defined as mutual combat or mutual altercation. The mutual participation of two or more persons using force or physical violence that results in injury requiring professional medical attention.
17. **Fighting-Medium** is defined as mutual participation of two or more persons using force or physical violence (i.e., punching, slapping, kicking, striking, etc.) that may require physical intervention and/or results in injury requiring first aid.
18. **Grand Theft (Equal to or greater than $750)** is defined as the unauthorized taking, carrying, riding away with, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. The item(s) value must be worth $750 or more.
19. **Harassment** is defined in School Board Policy 5900.
20. **Hazing** is defined as any action or situation that endangers the mental or physical health or safety of a student at a school with any grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior, or any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.
21. **Homicide** is defined as the unjustified killing of one human being by another.
22. **Inciting a Disturbance** is defined as the encouragement or contribution to any fight, disruption, and/or any violation of the Code of Student Conduct, that is reasonably foreseeable to negatively impact a student's ability to learn, a teacher's ability to teach, or negatively impact the school community, school transportation or school-sponsored event. The incident is also applicable when off campus conduct creates a nexus between the school community impacting a student's ability to learn, a teacher's ability to teach, or resulting in a disruption on school campus, school transportation or school-sponsored event. Encouragement/contribution includes, but is not limited to knowingly recording, displaying, posting an incident via an electronic device/social media, or through handwritten or verbal communication.
23. **Injury**
    a. **Minor** is defined as an injury, which solely requires first aid.
    b. **Serious** is defined as an injury, which requires treatment, by professional medical personnel or injury which involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty (18 U.S.C. 1365(h)(3)).
24. **Kidnapping** is defined as forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against his or her will and without lawful authority.
25. **Larceny/Theft (Less than $750)** is defined as the unauthorized taking, carrying, riding away with, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. The item(s) value must be less than $750.
26. **Leaving school grounds without permission** is defined as unauthorized leaving of the school grounds or school-sponsored event during the regular school day or during a school-sponsored event for which the parent has not given written authorization for the student to attend.
27. **Majority Age Student** is any student who is 18 years or older.
28. **Mistreatment of Peers** is defined as words or actions made directly or indirectly towards another that cause harm/hurt feelings that may or may not have minimal effect of interfering with the student's educational performance, opportunities, or benefits. This includes electronic statements.

29. **Mood-Altering Substance** is defined as any substance that is or may be detrimental to the user or to others, including, but not limited to, alcohol or alcoholic beverages, leaf marijuana (less than 20 grams), hallucinogens/chemical intoxication, inhalants, over- the-counter medication taken in excess of the manufacturer's recommended dosage limit.
30. **Non-School - Other Serious Incident/Delinquent Act** is defined as an act, off school property, which would be a felony if committed by an adult. (F.S. §1006.09(2)).
31. **Other Major - Other Serious Incident/Delinquent Act** is defined as any person who commits any serious, harmful incident resulting in the need for law enforcement consultation not already set forth by SESIR guidelines or policy, which occurs on SBBC property, during school events or activities, or on school transportation.
32. **Out of Assigned Area** means willfully entering an area of campus not on a student's assigned schedule, other than a common resource area, without permission. These areas include but are not limited to athletic facilities, classrooms, offices, and restrooms/changing facilities. For this to apply to restrooms/changing facilities, students must first be asked by school personnel to leave and refuse to do so (F.S. §553.865(9)(a)).
33. **Over the Counter (OTC) Medications** are medications that may be sold directly to a consumer without a prescription from a physician or licensed healthcare provider.
34. **Parent** is defined as either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent. (F.S. §1000.21(6)).
35. **Petty Offenses or Petty Acts of Misconduct - Acts that are not a threat to school safety and do not require consultation with law enforcement. (F.S. §1006.13(2)(c)). They include, but are not limited to:**
    a. Willful disobedience;
    b. Defiance of the authority of a member of the staff;
    c. Use of profane or obscene language; or
    d. Repeated exhibitions of behavior that interferes with the teacher's ability to communicate effectively;
    e. Incidents as outlined by the Discipline Matrix.
36. **Possession** is defined as the knowing, intentional, deliberate, or inadvertent control of any article, object, substance, asset, or property.
37. **Robbery** is defined as the use of force to take something from another. The taking or attempted taking of money or other property from the person or custody of another, with the intent to permanently or temporarily deprive the person or owner of the money or other property under the confrontational circumstances of force, or threat of force or violence, and/or by putting the victim in fear.
38. **Self-defense** is when a student is unable to leave the area of a "pending attack" and must use any action that is necessary to protect oneself from serious bodily harm using only the amount of force necessary to get away from the attack and immediately seek help from the nearest adult. Provocation and/or retaliatory actions are NOT considered self-defense and will be considered as mutual participation and subject to appropriate disciplinary actions. Provocation/retaliation is considered:
    a. Provoking another student using actions or words (verbal or written), to engage in an altercation and striking back after being struck.
    b. Willingly entering the area of a "pending attack" and involving oneself in the confrontation.
    c. Continuing to strike or hit after being able to get away.
    d. Choosing not to leave the area after being able to get away.
    e. Returning to the confrontation after getting away.
39. **Sexual Assault** is defined as an incident that includes actual fondling, actual indecent liberties, or actual child molestation or threatened rape. Both males and females can be victims of sexual assault.

40. **Sexual Battery (Rape)** is defined as forced or attempted oral, anal, or vaginal penetration by using a sexual organ or an object simulating a sexual organ, or the anal or vaginal penetration of another by any body part or foreign object. Both males and females can be victims of sexual battery.
41. **Sexual Harassment** is defined as the unwelcomed conduct of sexual nature, such as sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Harassing conduct can include verbal or nonverbal actions, including graphic and written statements, and may include statements made through computers, cellphones, and other devices connected to the internet.
42. **Sexual Misconduct / Sexual Offenses (Other)** is defined as lewdness or indecent exposure. Other sexual contact, including intercourse, without force or threat of force. Includes subjecting an individual to lewd sexual gestures, sexual activity, or exposing private body parts in a lewd manner.
43. **Simple Battery** is defined as an actual and intentional striking of another person against his/her will, or the intentional causing of bodily harm to an individual.
44. **Simple Battery on School Board Employee, Sports Official, Law Enforcement Officers, Firefighters, Emergency Medical Care Providers, Public Transit Employees or Agents, or Other Specified Officers (F.S. §§1006.13(5), 784.081, and 784.07)** is the actual and intentional striking of another person against his/her will, or the intentional causing of bodily harm to an individual.
45. **Substance Probation Contract (SPC)** is a one-year probationary contract that, if violated, will result in a recommendation for an administrative assignment to a District behavior intervention program. The one-year period begins from the date of the qualifying incident. If the student transfers to another District or Charter school during the term of the SPC, the terms of the contract still apply. Refer to the discipline matrix for qualifying incidents.
46. **Tardiness, Habitual** is defined as consistent/repeated (5 times in a marking period) failure to be in the required place of instruction at the assigned time.
47. **Threat/Intimidation** is defined instilling fear in others. An incident where there was no physical contact between the offender and victim, but the victim reasonably believed that physical harm could have occurred based on verbal or nonverbal communication by the offender. This includes nonverbal and verbal threats of physical harm which are made in person, electronically or through any other means. Threat/intimidation must include the elements of intent, fear, and capability.
48. **Tobacco** is defined as cigarettes or other forms of tobacco/nicotine. The possession, sale, purchase, distribution, or use, transmittal of tobacco or nicotine products on schoolgrounds, at school-sponsored events, or on school transportation by any person under the age of 21. Tobacco incidents will not be reported to FLDOE as drug related per SESIR guidelines.
49. **Transmittal** is defined as the transfer of an object, thing, electronic message or image, or substance from one person to another. Transmittal does not occur when the person immediately returns the item back to the person who gave it to them or if it is immediately delivered to a teacher or school administrator.
50. **Trespassing** means to enter or remain on school grounds/campus, school transportation, or at a school-sponsored event/off campus, without authorization or invitation and with no lawful purpose for entry. Only incidents involving a student currently under suspension or expulsion, or incidents where any offender (student or non-student) was previously issued an official trespass warning by school officials, or where any offender was arrested for trespass are required to be reported to SESIR. Trespass incidents that did not have a prior official warning, did not result in arrest, or did not involve students under suspension or expulsion should be reported as locally defined incidents according to district policies.
51. **Unauthorized Substance** is defined as any narcotic, controlled substance, or when said drug/substance is used for chemical intoxication. Use means the person is caught in the act of using, admits to using or is discovered to have used in the course of an investigation. This includes any:
    a. substance/drug deemed illegal under Chapter 893.
    b. drug or controlled substance that constitute a felony under Florida statute.

c. types of cannabis, including, but not limited to, marijuana and hemp, and derivatives of such, including, but not limited to THC and CBD products.
d. prescription medication not prescribed for the student who is in possession of the medication, or any prescription medication not authorized by SBBC Policy 6305.

52. **Under the Influence** is defined as any student who attends a school or school-sponsored event subsequent to having used or ingested any mood-altering substance or unauthorized substance as defined within SBBC Policy 5100: Suspension and Expulsion.
53. **Vandalism (Less than $1,000)** is defined as destruction, damage, or defacement of school property. The intentional destruction, damage, or defacement of public or private/personal property without consent of the owner or the person having custody or control of it.
54. **Violent Behavior** is defined as the use of physical force that causes damage, injury, violates or abuses another person or property.
55. **Weapons**
    a. **Class A Weapons** include any firearm, instrument, or object that can inflict serious harm on another person or can place a person in reasonable fear of serious harm. Possession of a firearm or any instrument or object as defined by Section 790.001, F.S., that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm. This category includes, but is not limited to:
        i. Firearm, (whether operable or inoperable, loaded or unloaded) including, but not limited to, handgun, zip gun, pistol, rifle, shotgun, and starter gun, but excluding a BB gun, hard pellet gun, or airsoft gun.
            1. Note that a student who wields or threatens with a BB gun, hard pellet gun, or airsoft gun is considered in possession of a weapon under Rule 6A-1.0017, F.A.C. These incidents shall be handled in accordance with possession of a Class A weapon under this policy and SBBC Policy 5100.
        ii. Explosive propellants or destructive devices (operable or inoperable), including bombs
        iii. Dirk
        iv. Brass knuckles and/or metallic knuckles includes, but is not limited to, any device or instrument made of metal or other materials, designed to fit around the knuckles/fingers
        v. Billy club
        vi. Tear gas
        vii. Electric weapon or device including, but not limited to, stun gun and taser gun.
        viii. Slungshot - is a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap
        ix. Chemical weapons or devices in a container with the capacity to hold more than 2 ounces of the chemical
        x. Flare gun
        xi. Ice pick
        xii. Knife – Any knife that may inflict harm on another person, or could be used to intimidate/threaten another person, including, but not limited to, fixed blade knives, regardless of size, switch blade knives, razor blades, or box cutters (except as authorized pursuant to F.S. 790.115(2)(a)), but excluding blunt-bladed table knives and common pocketknives, defined as a folded knife with a blade of 3 ¾ inches or less with no weapon-like characteristics. (see Class B weapons/items for other knives)
            1. Note that a student who wields or threatens with a common pocketknife is considered in possession of a weapon under Rule 6A-1.0017, F.A.C. These incidents shall be treated consistent with possession of a Class A weapon under this policy and SBBC Policy 5100.

b. Class B Weapons include but are not limited to the following:

i. Chains (i.e., household, industrial)
ii. Pipe - a hollow cylinder or tube made of metal, wood, plastic, or similar material
iii. Other pointed instruments or sharp objects, other than school supplies (i.e., pencil, compass)
iv. Nunchakus, Chinese stars
v. Chemical weapon or device such as pepper spray or mace in a container with the capacity to hold two (2) ounces or less of the chemical*
    1. *This does not apply to pepper spray/mace with the capacity to hold less than two (2) ounces if it was only possessed and not displayed, used, sold, or transmitted
vi. Ammunition and any component thereof, including, but not limited to bullets, shotgun shells, bullet casings and magazine clips
vii. Slingshot - a hand-held and hand-powered device consisting of a frame with attached rubber strap/straps, used for shooting objects
viii. Flammable liquids or combustible materials
ix. Projectile Device* - including, but not limited to, BB guns, hard pellet guns, and paint ball guns
    1. On a 1st offense only, for an elementary level student (Grades K-2), a projectile device shall not be categorized as a Class B weapon/item if the following conditions are met:
        a. the projectile device was unloaded; and
        b. the student was not in possession of ammunition for the projectile device.
    2. If the conditions above are met, for an elementary level student (Grades K-2), then the projectile device shall not be categorized as a Class B weapon/item per this policy.
x. All knives (other than a plastic eating utensil, manufactured for single use and disposal) made of any substance not categorized as Class A weapon
    1. At the principal's discretion, a blunt-bladed, round-tipped knife, which is prohibited, shall not be categorized as a Class B weapon on the first offense, if all the following circumstances are met:
        a. the item is used for the consumption of food as an eating utensil; and
        b. the item presents no threat to the environment.
    2. A plastic eating utensil (manufactured for single use and disposal) shall neither be categorized, nor consequenced, as a weapon/item under this School Board Policy or School Board Policy 5100: Suspension and Expulsion.
xi. Any instrument, tool, object, or substance used in a threatening manner toward another person.

Pursuant to F.S. §1006.07(2)(g), simulating a firearm or weapon while playing is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system unless simulating a firearm or weapon while playing substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm; however, this behavior shall not be classified as a Class B Weapon.

c. Simulating a firearm or weapon while playing includes, but is not limited to:
    i. Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon
    ii. Possessing a toy firearm or weapon that is 2 inches or less in overall length
    iii. Possessing a toy firearm or weapon made of plastic snap-together building blocks
    iv. Using a finger or hand to simulate a firearm or weapon

v. Vocalizing an imaginary firearm or weapon
vi. Drawing a picture, or possessing an image, of a firearm or weapon
vii. Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon

~~**APPENDIX B**~~

~~**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) NOTICE**~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) NOTICE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA'S NOTICE OF PRIVACY PRACTICES RELATED TO STUDENTS & FAMILY MEDICAL/MENTAL HEALTH RECORDS PROTECTED BY HIPAA

This notice describes how medical information about you and/or your child may be used and disclosed and how you can get access to this information.

PLEASE REVIEW IT CAREFULLY

The effective date of this notice shall be August 11, 2025.

THE SCHOOL BOARD OF BROWARD COUNTY (SBBC) DUTIES UNDER HIPAA

All medical and health records are protected by Florida Statute, the Family Educational Rights and Privacy Act (FERPA) or HIPAA, depending on the health care provider, the creator of the records, and the entity in possession of the records. Copies of medical records or health related records submitted to schools (for example, by physicians) become education records (protected by FERPA) when the school is in possession of them.

HIPAA, a Federal law, requires entities covered by this law, including school districts in some limited situations, to maintain the privacy of all mental and physical health records. These records are referred to as "protected health information" (PHI).

HOW THE SCHOOL DISTRICT USES AND SHARES YOUR AND YOUR CHILD'S PROTECTED HEALTH INFORMATION (PHI)

PHI includes demographic and medical information about the past, present, or future physical or mental health of an individual. Demographic information may include your and your child's name, address, telephone number, Social Security number, and any other means of identifying you and/or your child as a specific person.

If a school or District department conducts any transactions electronically in connection with health care (for example, Medicaid billing), the information transmitted is covered by HIPAA.

Your or your child's PHI may be used or shared by the school district for purposes of medical and/or mental health treatment, payment for services, and health care operations. (Health care operations are activities compatible and directly related to treatment and payment, including day-to-day office business, administrative, and customer service activities.) Health care professionals may use this information in the clinics, schools, and/or hospitals to take care of you or your child.

It is important for you to be aware that this law allows the school district to share your and your child's PHI without your consent under the following circumstances:

a. To another health care provider for purposes of your or your child's treatment.
b. To insurance companies, Medicaid, or local, State, or Federal agencies to pay for the services provided to you or your child.
c. To report abuse of children, adults, or disabled persons.
d. For investigations related to a missing child and/or child abuse.
e. For internal investigations and audits by the school district or any grant funding body.
f. For investigations and audits by the State's Inspector General, Department of Education, or Auditor General.
g. For public health purposes including vital statistics, disease reporting, and regulation of health professionals.
h. For medical examiner investigations.

i. For research approved by the school district.
j. To respond to court orders and/or subpoenas (SBBC will make reasonable efforts to provide notice to you for an opportunity to seek a protective order).
k. For judicial and administrative proceedings.
l. When and as required by law. Restrictions by the most protective law (whether State or Federal) will be met.

Unless specified above, the school district will not share your and/or your child's PHI unless you provide written authorization. This authorization will have an expiration date. Additionally, you may revoke the authorization in writing at any time. Certain uses and sharing of psychotherapy (counseling) notes may also require your written authorization, except when required by a subpoena or court order. Uses and disclosures of PHI for marketing purposes as well as disclosures that constitute a sale of PHI require written authorization.

INDIVIDUAL RIGHTS

1. You have the right to request the school district to restrict the use of your and/or your child's PHI and with whom it may be shared. You have the right to request restrictions or limitations on the PHI used and disclosed for treatment, payment, or health care operations. You also have the right to request a limit on the PHI the school district Plan discloses to someone involved in your care or the payment of your care, like a family member or friend. To request a restriction, you must make your request in writing to the department providing the service, or you may send the request to the SBBC Privacy Officer at 600 S.E. 3rd Avenue, 11th Floor, Fort Lauderdale, FL 33301. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply. The school district will consider any of your requests but is not required to agree to them.
2. You have the right to request confidential communications. The school district may mail or call you with appointment reminders or regarding your responsibility to pay for services. We will make contact with you in the manner and at the address or telephone number you select. You may provide an address other than your residence where you can receive mail and where you may be contacted. You will be asked to put your contact information in writing.
3. You have the right to review and receive a copy of your PHI, except as limited by law. Your review of the PHI will be supervised and will be at a time and place that is convenient to you and a representative of the school district. You may be denied access as specified by law. This might occur if your child consented to care, and the parent's consent was not required by law or if your child is receiving care at the direction of a court or a person appointed by the court. If access is denied, you have the right to request a review by a licensed health care professional who is not involved in the decision to deny access. The licensed health care professional will be designated by the school district. If you request a copy, you may be charged a reasonable fee. We will provide you access to the PHI in the form and format requested by you if it is readily producible in such form and format, or if not, in a readable hard copy form. We will provide access (review and/or copy) requested within 30 days or notify you of a one-time 30-day extension, if necessary, and the reason for the extension and the date by which the information will be provided.
4. You have the right to correct your and/or your child's PHI. Your request to correct your or your child's PHI must be in writing and provide a reason to support your requested correction. If your correction is accepted, the school district will make the correction and tell you and others who need to know about the correction. The school district may deny your request, in whole or part, if it finds the PHI:
   a. Was not created by the school district.
   b. Does not qualify as PHI.
   c. Is by law not available for your review.
   d. Is accurate and complete.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

If your request is denied, the school district will place your request for corrections with your PHI. You may also send a letter detailing the reason you disagree with the decision. The school district will respond to your letter in writing. You may also file a complaint, as described below in the section entitled Complaints.

5. You have the right to receive a list of the individuals and/or agencies with which the school district has shared your PHI. All requests for this list (also known as an accounting of disclosures) must state a time period that may not include a date earlier than six (6) years prior to the date of the request. The first list you request within a 12-month period will be provided free of charge. For additional lists, we may charge you for the costs of providing the list. The list will not include:
   a. Information shared to carry out treatment, payment, or health care operations.
   b. Information shared with you.
   c. Information incidental to otherwise permitted or required disclosures, pursuant to applicable regulations.
   d. Information you authorized to be shared.
   e. Information shared with individuals involved with your care.
   f. Information disclosed for national security or intelligence purposes.
   g. Information disclosed to correctional institutions or law enforcement officials when the disclosure was permitted without authorization.
   h. Information in a limited data set (which is PHI that excludes certain direct identifiers, such as name, address, social security number, etc.).
6. You have the right to be notified of a breach. If a breach of your unsecured PHI occurs, meaning your private information was disclosed without the required authorization, you have a right to be notified.
7. You have a right to a paper copy of this notice upon request. To obtain a paper copy, contact the school or District department providing the service.

This notice tells you how your and your child's PHI may be used and how the school district keeps this information private and confidential. The school district has always kept this information confidential; this notice simply explains the school district's legal responsibilities, with regard to PHI.

The law requires the school district to give this Notice of Privacy Practices to you. The school district is required to do what the notice currently in effect says it will do. SBBC is required to provide you with notice of its legal duties and privacy practices with respect to PHI, and to notify affected individuals following a breach of unsecured PHI. SBBC reserves the right to change the terms of this notice and to make the new provisions effective for all PHI that it maintains. If the school district changes how it handles your or your child's PHI records, you will be informed. The most current notice will be posted on the SBBC website, https://www.browardschools.com/Page/36133.

FOR FURTHER INFORMATION

Requests for further information about the matters covered in this notice may be directed to the SBBC Privacy Officer, Risk Management Department, who can be reached at 754-321-1914.

COMPLAINTS

If you believe your HIPAA privacy rights have been violated, you may file a complaint with the SBBC Privacy Officer at 600 S.E. 3rd Avenue, 11th Floor, Fort Lauderdale, FL 33301/ Telephone (754) 321-1914. You may also file a complaint online with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or mailing to: US Department of Health and Human Services; 200 Independence Avenue, SW; Room 509F HHH Bldg., Washington, DC 20201, or by phone at 1-800-368-1019, TDD: 1-800-537-7697. Please be advised the SBBC will not retaliate against you or your child for filing a complaint.

~~This Notice of Privacy Practices shall be in effect until a new Notice is approved and posted.~~

Appendix B~~C~~

Administrative Discipline Matrix

The Administrative Discipline Matrix sets forth the guidelines for assessing consequences for violations of School Board policies. In accordance with Rule 6A-1.0017, F.A.C., school administrators have the discretion to deviate from these guidelines by assessing an appropriate consequence other than stated in the Matrix if they determine that there are mitigating or aggravating circumstances. In circumstances that do not involve drugs/substances or incidents that rise to expulsion or behavior intervention through progressive discipline, principals may deviate by one level when applying consequences per the Discipline Matrix. For incidents associated with drugs/substances and those with progressive discipline that rise to a recommendation for expulsion or behavior intervention, the school principal must seek approval from the Superintendent, or designee to deviate from the prescribed consequences. In these circumstances, consideration of the offenders' capacity to understand his or her behavior and the inappropriateness of his or her actions as well as the offender's age, development, and disability shall be considered (Rule 6A-1.0017, F.A.C.).

Per F.S. §1006.13, the threat assessment team shall consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, which would pose a threat to school safety. Refer to School Board Policy 4380: Behavioral Threat Management for more information related to threats.

A threat assessment team may use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives poses a threat to school safety.

A Recommendation for the Behavior Intervention Program (BIP) via the Expulsion Abeyance Office applies when elementary level student (Grades K-5) commits an offense for which a secondary student would receive a mandatory expulsion under SBBC Policy 5100.

All SESIR level incidents shall be addressed by school-based administrators only. SESIR guidelines require reporting to the FLDOE.

It is prohibited to issue an AES or an out of school suspension (OSS) in lieu of an in-school suspension (ISS) when the Discipline Matrix prescribes such an action. Documentation in the Student Information System and parent contact is required for all violations requiring administrative action. Discipline for ESE/504 students with disabilities shall be in accordance with State and Federal laws and SBBC policies. For incidents resulting in out-of-school suspension, AES shall be offered when appropriate and available (F.S. §1006.09(1)(a)).

Interventions and consequences for students are listed in the matrices below. <u>Parent contact is required for all incidents.</u> Additionally, the interventions and consequences may include but are not limited to:

• Parent conference/contact (mandatory)	• Verbal warning
• Referral to collaborative problem-solving team (CPST)	• Written reprimand
• Referral to School-based Threat Management Team (SBTMT)	• School/community service work
• Referral for support services (i.e., School Counselor, School Social Worker, Family Therapist)	• Detention (before school, afterschool, or Saturday)
• School-based attendance contract	• Time out
• School-based behavior contract	• Loss of extra-curricular activities (Up to 30 days)
• Alternative Probationary Contract (APC)	• Confiscation and/or restitution
• Substance Probationary Contract (SPC)	• In-school suspension
• Interventions Making Positive Adjustment Change (IMPAC) Program referral	• Out-of-school suspension with Alternative to External Suspension (AES)
• Referral to community programs, as available and applicable	• Expulsion
• School Environmental Safety Incident Reporting (SESIR)	• Bus suspension
• Administrative assignment to a District-assigned behavior intervention program	• Loss of all school-sanctioned activities for 1 calendar year
• Consultation with law enforcement	• HOPE Scholarship

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
23	**Aggravated Batt**	**[RB] Recommend Behavior Intervention Program** (MANDATORY)Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship to the victim [RD] Refer to Community Youth Support				
A1	**Alcohol Use, Possession, Purchase**	Out of School Suspension 4 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
A3	**Alcohol Sale, Attempted Sale, Transmittal**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
AA	**Alcohol Under the influence**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CF] Confiscation	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [34] CPST Referral [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
13	**Arson**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RE] Restitution [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [TP] Behavior Threat Assessment Protocol				
ZN 21	**Battery Low Level**	Time out[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral	
ZA	**Bullying**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [SR] SESIR Reporting Required			

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
36	**Burglary**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution [SR]SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution [SR]SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement[SR]SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR][SR] SESIR Reporting Required	
Bu	**Bus Level One**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Bus Suspension 3-5 days[20] Parent Contact/Conference	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference	
Bu	**Bus Level two**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Suspension 3-5 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference [XX] Consult with BTA Chair		
Bu	**Bus Level Three**	Bus Suspension 6-9 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Suspension 10 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference [XX] Consult with BTA Chair		
ZY	**Cell Phone Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	Time out[20] Parent Contact/Conference [CF] Confiscation	One Detention[20] Parent Contact/Conference [CF] Confiscation	One Detention[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
ZB	**Cheating Major**	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [34] CPST Referral	
ZL	**Class Cutting**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Time out[20] Parent Contact/Conference	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
V5	**Criminal Mischief greater $1,000**	Out of School Suspension 1-2 days (offer AES) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
ZP	**Detention Unserved**	Internal Suspension less than a day[[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	
DC	**Discriminatory Actions/ Comments**	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor,	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor,	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [34] CPST Referral	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Social Worker, Family Therapist)	School Social Worker, Family Therapist)	School Social Worker, Family Therapist)		
01	**Disobedience Insubordination**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
D0	**Disruption on Campus Major**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
XA	**Disruption on Campus Minor**	Time out[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral	
SB	**Disruptive Unruly Behavior**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor,	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
					School Social Worker, Family Therapist)	
UP	**Disruptive Unruly Play**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Time out[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
ZJ	**Distribution Sale of Unauthorized Materials Non-Criminal**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Time out[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
ZE	**Dress Code Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Two Detentions or Saturday School[L3] Loss of Extracurricular Activities (3 DAY) [20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [X1] Loss of Extracurricular Activities (1-30 DAYS) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	
DP	**Drug Paraphernalia (use, possession, sale, purchase, transmittal)**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Enforcement [SR] SESIR Reporting Required			[RD] Refer to Community Youth Support	
D5	**Drug Use/Possession Leaf Marijuana (less than 20g)**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC		
DB	**Drug Possession Mood Altering Substance**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [SR] SESIR Reporting Required [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC		

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
D8	**Drug Purchase Leaf Marijuana (less than 20g)**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
D9	**Drug Purchase Other Mood Altering Substance**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
D1	**Drug Purchase Unauthorized Substance**	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate			

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support			
DS	**Drug Sale, Attempted Sale, transmittal of Leaf Marijuana (less than 20g)**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
D7	**Drug Sale, Attempted Sale, Transmittal of Unauthorized Substance**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		

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	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
		Form for Regional Office and DSOC				
DA	**Drug Under the influence leaf Marijuana (less than 20g) or other mood altering substance**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
D6	**Drug Under the influence Unauthorized Substance**	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
DF	**Drug Use/ Possession Unauthorized Substance**	Out of School Suspension 8 days (offer AES)[PS] Probationary Substance Contract [34] CPST Referral [20] Parent	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference			

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
ED	**Electronic Devices**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[SR] SESIR Reporting Required [20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
SE	**Extortion**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Social Worker, Family Therapist) [SR] SESIR Reporting Required	[SR] SESIR Reporting Required	[SR] SESIR Reporting Required	[CL] Consult Law Enforcement [SR] SESIR Reporting Required	
SS	**False Accusation Against School Staff**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [34] CPST Referral [PB] Alternative Probationary Notice	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required
F9	**False Fire Alarm/911 Call**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required [CL] Consult Law Enforcement	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community [CL] Consult Law Enforcement [SR] SESIR Reporting Required
B4	**False Report Hoax**	**[RB] Recommend Exuplsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent				

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required				
ZH	**Falsification Misrepresentation Lying Forgery of Signature**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
F1	**Fight Major Mutual**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [XX] Consult with BTA Chair [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC **[RB] Recommend Behavior Intervention Program (MANDATORY)** [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
F2	**Fight Medium**	Time out[20] Parent Contact/Conference [XX] Consult with BTA Chair [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Internal Suspension 1-2 days[20] Parent Contact/Conference [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [PE] IMPAC AES[HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [34] CPST Referral	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	
FS	**Fire Starting**	Internal Suspension 1-2 days [20] Parent Contact/Conference [CF] Confiscation [XX] Consult with BTA Chair [RE] Restitution [SF] Referral to Fire Starter Program	Out of School Suspension 1-2 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [TP] Behavior Threat Assessment Protocol [RE] Restitution [SF] Referral to Fire Starter Program	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [TP] Behavior Threat Assessment Protocol [RE] Restitution [SF] Referral to Fire Starter Program	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [RE] Restitution [SF] Referral to Fire Starter Program [CF] Confiscation [PB] Alternative Probationary Notice [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [RD] Refer to Community [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
SG	**Gambling**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [SR] SESIR Reporting Required	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
					[SR] SESIR Reporting Required	
G1	**Gang or Gang-like Activity**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [XX] Consult with BTA Chair	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [CL] Consult Law Enforcement [SR] SESIR Reporting Required [PB] Alternative Probationary Notice [34] CPST Referral [XX] Consult with BTA Chair	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [RD] Refer to Community [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
ZW	**Habitual Defiance of Authority**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	
HA	**Harassment**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [RE] Restitution [PB] Alternative Probationary Notice [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
42	**Homicide**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required				
ST	**Illegal Use of Technology**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference <u>[PB] Alternative Probationary Notice</u> [CN] Complete Immediate Notification Form for Regional Office and DSOC [RB] Recommend Behavior Intervention Program (MANDATORY) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference <u>[RD] Refer to Community</u> [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
HT	**Inappropriate Touching**	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral	

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	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
Z3	**Inappropriate Use of Technology**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [34] CPST Referral	
Z1	**Inciting a Disturbance**	Time out[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
K1	**Kidnapping**	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RB] Recommend Behavior Intervention Program (MANDATORY) [SR] SESIR Reporting [RD] Refer to Community Required [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement				
T6	**Larceny Theft Grand greater than 750**	Out of School Suspension 1-2 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [CL] Consult Law	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [CL] Consult Law Enforcement [SR] SESIR Reporting	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference [CN] Complete Immediate	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	[PB] Alternative Probationary Notice [CF] Confiscation [RE] Restitution [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Notification Form for Regional Office and DSOC [CF] Confiscation [RE] Restitution [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RE] Restitution	
TH	**Larceny Theft Minor less than 100**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution	Time out[20] Parent Contact/Conference [RE] Restitution [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution School/Community Service Work	
ZG	**Leaving Campus without Permission**	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Two Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral	Two Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral	
ZI	**Minor Altercation**	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [X1] Loss of Extracurricular Activities (1-30 DAYS) [34] CPST Referral	
MP	**Mistreatment of Peers**	Time out[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor,	Internal Suspension 1-2 days[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
			School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	Serv (I.E. School Counselor, School Social Worker, Family Therapist)		
ZU	**Out of Assigned Area**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
Z4	**Over the Counter Medication**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	One Detention[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	One Detention[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation	
OC	**Over the Counter Medication Sale**	Internal Suspension less than a day[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation	
SF	**Passing Producing Counterfeit Money**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School	Internal Suspension less than a day[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Social Worker, Family Therapist)				
T5	**Petty Theft 100 to 750**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [34] CPST Referral [RE] Restitution		
02	**Profanity**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	
ZX	**Profanity Directed Towards a Staff Member**	Time out[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
ZC	**Prohibited Distracting Items Possession Use**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	Time out[20] Parent Contact/Conference [CF] Confiscation	One Detention[20] Parent Contact/Conference [CF] Confiscation	One Detention[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
R2	**Robbery**	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [RE] Restitution				

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	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
		[TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RB] Recommend Behavior Intervention Program (MANDATORY) [RD] Refer to Community [HP] Issue HOPE Scholarship				
SX	**Sexting**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [XX] Consult with BTA Chair	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required [XX] Consult with BTA Chair	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation RD] Refer to Community [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
S2	**Sexual Assault**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [TP] Behavior Threat Assessment Protocol	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	[HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support	[PB] Alternative Probationary Notice	[SR] SESIR Reporting Required [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol	
S1	**Sexual Battery/ Rape**	**[RB] Recommend Expulsion (MANDATORY),** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship				
50	**Sexual Harassment**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	Out of School Suspension 1-2 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [34] CPST Referral	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [34] CPST Referral [PB] Alternative Probationary Notice [SR] SESIR Reporting Required [XX] Consult with BTA Chair	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [RD] Refer to Community [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required

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	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
		[XX] Consult with BTA Chair			[HP] Issue HOPE Scholarship	[HP] Issue HOPE Scholarship
56	**Sexual Misconduct**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES) [20] Parent Contact/Conference [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RB] Recommend Behavior Intervention Program (MANDATORY) [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship
PA	**Simple Batt**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	Out of School Suspension 1-2 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice [34] CPST Referral [XX] Consult with BTA Chair	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
PE	**Simple Batt School Board Employee**	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RB] Recommend Behavior Intervention Program (MANDATORY) [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required				
ZM	**Tardiness Habitual**	[20] Parent Contact/Conference	[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	[20] Parent Contact/Conference [34] CPST Referral	[20] Parent Contact/Conference [34] CPST Referral	
TW	**Threat High**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship			

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	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
		[HP] Issue HOPE Scholarship	[RD] Refer to Community Youth Support			
ZN	**Threat Low**	Time out[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Internal Suspension less than a day[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Internal Suspension 1-2 days[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	
TT	**Threat Medium**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	
B3	**Threat to Kill Mass Shooting**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification				

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	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
		Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required				
TV	**Threat Very High**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RD] Refer to Community Youth [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship				
TU	**Tobacco**	One Detention[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
		[SR] SESIR Reporting Required	Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[SR] SESIR Reporting Required	
EC	**Tobacco Vape**	One Detention[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [34] CPST Referral	
66	**Trespassing**	Time out[20] Parent Contact/Conference [SR] SESIR Reporting Required	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	
ZV	**Truancy**	[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	[20] Parent Contact/Conference [39] Attendance Contract [34] CPST Referral	[20] Parent Contact/Conference [34] CPST Referral	
ZS	**Unserved Saturday School**					

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
V4	**Vandalism less than 1000**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [RE] Restitution [CF] Confiscation [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [RE] Restitution [CL] Consult Law Enforcement		
WA	**Weapons A**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [RD] Refer to Community Youth				
WB	**Weapons B**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [PB] Alternative Probationary Notice	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference	

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Administrative Discipline Matrix for
Kindergarten-Grade 2

	Incident	**1st Incident**	**2nd Incident**	**3rd Incident**	4th Incident	5th Incident
		Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol	Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol	[CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement SESIR Reporting Required	[CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement SESIR Reporting Required	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
23	**Aggravated Battery**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement SESIR Reporting Required [HP] Issue HOPE Scholarship			
A1	**Alcohol Use, Possession, Purchase**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
A3	**Alcohol Sale, Attempted Sale, Transmittal**	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
AA	**Alcohol Under the influence**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[SR] SESIR Reporting Required [CF] Confiscation	[34] CPST Referral [SR] SESIR Reporting Required	[RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
13	**Arson**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RE] Restitution [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [TP] Behavior Threat Assessment Protocol			
ZN21	**Batt Low**	Time out[20] Parent Contact/Conference [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral [XX] Consult with BTA Chair
ZA	**Bullying**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required			
36	**Burglary**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [34] CPST Referral [PB] Alternative Probationary Notice [RE] Restitution [CF] Confiscation	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
ZY	**Cell Phone Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference [CF] Confiscation	Two Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [CF] Confiscation
ZB	**Cheating Major**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L2] Loss of Extracurricular Activities (2 DAY) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	Internal Suspension 3-5 days[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [L4] Loss of Extracurricular Activities (4 DAY) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [L5] Loss of Extracurricular Activities (5 DAY) [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral
ZQ	**Cheating Minor (Grades 3-12)**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral
ZL	**Class Cutting**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [L2] Loss of Extracurricular Activities (2 DAY)	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract [L3] Loss of Extracurricular Activities (3 DAY)	One Detention[20] Parent Contact/Conference [L4] Loss of Extracurricular Activities (4 DAY)	Two Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)
V5	**Criminal Mischief greater $1,000**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR]SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [CL] Consult Law Enforcement [SR]SESIR Reporting Required [PB] Alternative Probationary Notice	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
ZP	**Detention Unserved**	Two Detentions or Saturday School[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference
DC	**Discriminatory Actions Comments**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		(I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement	(I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement	(I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement	Form for Regional Office and DSOC [PE] IMPAC AES
01	**Disobedience Insubordination**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
D0	**Disruption on Campus Major**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [XX] Consult with BTA Chair [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
XA	**Disruption on Campus Minor**	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract [XX] Consult with BTA Chair	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [X1] Loss of Extracurricular Activities (1-30 DAYS) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [34] CPST Referral [X1] Loss of Extracurricular Activities (1-30 DAYS)
SB	**Disruptive Unruly Behavior**	One Detention[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
UP	**Disruptive Unruly Play**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
ZJ	**Distribution Sale of Unauthorized Materials Non-Criminal**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Three Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
ZE	**Dress Code Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
				Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)
DP	**Drug Paraphernalia (use, possession, sale, purchase, transmittal)**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support
D5	**Drug Use/Possession Leaf Marijuana (less than 20g)**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
DB	**Drug Possession Mood Altering Substance**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [SR] SESIR Reporting Required [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D8	**Drug Purchase Leaf Marijuana (less than 20g)**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
D9	**Drug Purchase Other Mood Altering Substance**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D1	**Drug Purchase Unauthorized Substance**	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support		
DS	**Drug Sale, Attempted Sale, transmittal of Leaf Marijuana (less than 20g)**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D7	**Drug Sale, Attempted Sale, Transmittal of Unauthorized Substance**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support	

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
				[CL] Consult Law Enforcement [SR] SESIR Reporting Required	
DA	**Drug Under the influence leaf marijuana or other mood altering substance**	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D6	**Drug Under the influence Unauthorized Sub**	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
DF	**Drug Use/ Possession Unauthorized Substance**	Out of School Suspension 8 days (offer AES)[PS] Probationary Substance Contract [34] CPST Referral [20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
ED	**Electronic Devices**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv	Out of School Suspension 3-5 days (offer AES)[SR] SESIR Reporting Required [20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [MH] Referral to Mental Health Serv	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [34] CPST Referral [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [CL] Consult Law Enforcement

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		(I.E. School Counselor, School Social Worker, Family Therapist)	(I.E. School Counselor, School Social Worker, Family Therapist)	[CL] Consult Law Enforcement [SR] SESIR Reporting Required	[SR] SESIR Reporting Required [XX] Consult with BTA Chair
SE	**Extortion**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
SS	**False Accusation Against School Staff**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [34] CPST Referral [PB] Alternative Probationary Notice	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required	
F9	**False Fire Alarm 911 Call**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [XX] Consult with BTA Chair [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community [SR] SESIR Reporting Required [CL] Consult Law Enforcement
B4	**False Report Hoax**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment			

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
ZH	**Falsification Misrepresentation Lying Forgery of Signature**	One Detention[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [34] CPST Referral
F1	**Fight Major Mutual**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [XX] Consult with BTA Chair [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship
F2	**Fight Medium**	Internal Suspension 1-2 days[20] Parent Contact/Conference [XX] Consult with BTA Chair [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [34] CPST Referral	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship
FS	**Fire Starting**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [RE] Restitution [SF] Referral to Fire Starter Program [CF] Confiscation	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [PB] Alternative Probationary Notice	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support	
SG	**Gambling**	Time out[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent	Internal Suspension less than a day[20] Parent Contact/Conference

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required
G1	**Gang Activity**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [XX] Consult with BTA Chair [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [TP] Behavior Threat Assessment Protocol	
ZW	**Habitual Defiance of Authority 4 Disobedience Insubordination**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
HA	**Harassment**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [PB] Alternative Probationary Notice [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	
42	**Homicide**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol			

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[CL] Consult Law Enforcement [SR] SESIR Reporting Required			
ST	**Illegal Use of Technology**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [PB] Alternative Probationary Notice [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
HT	**Inappropriate Touching**	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [34] CPST Referral [X1] Loss of Extracurricular Activities (1-30 DAYS)
Z3	**Inappropriate Use of Technology**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [34] CPST Referral
Z1	**Inciting a Disturbance**	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
K1	**Kidnapping**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement			
T6	**Larceny Theft Grand greater than 750**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20]	

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[CF] Confiscation [RE] Restitution [CL] Consult Law Enforcement [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CF] Confiscation	[CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [34] CPST Referral	Parent Contact/Conference [CF] Confiscation [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [[RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
TH	**Larceny Theft Minor less than 100**	Time out[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution	One Detention[20] Parent Contact/Conference [RE] Restitution [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension less than a day[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution School/Community Service Work [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
ZG	**Leaving Campus without Permission**	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L4] Loss of Extracurricular Activities (4 DAY)	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)
ZI	**Minor Altercation**	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	Internal Suspension 1-2 days[20] Parent Contact/Conference [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [34] CPST Referral [X1] Loss of Extracurricular Activities (1-30 DAYS)
MP	**Mistreatment of Peers**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
ZU	**Out of Assigned Area**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Time out[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	One Detention[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Two Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)
Z4	**Over the Counter Medication**	Verbal Warning/Written Reprimand[20] Parent	Verbal Warning/Written Reprimand[20] Parent	Internal Suspension less than a day[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-2 days[20] Parent Contact/Conference

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		Contact/Conference [CF] Confiscation	Contact/Conference [CF] Confiscation	[MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	[34] CPST Referral [CF] Confiscation
OC	**Over the Counter Medication Sale**	Internal Suspension less than a day[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation
SF	**Passing Producing Counterfeit Money**	Internal Suspension less than a day[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [CF] Confiscation [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [CF] Confiscation [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SC] School Behavior Contract [CF] Confiscation [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [34] CPST Referral [SR] SESIR Reporting Required
T5	**Petty Theft 100 to 750**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [SC] School Behavior Contract [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement
02	**Profanity**	One Detention[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
ZX	**Profanity Directed Towards a Staff Member**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
ZC	**Prohibited Distracting Items Possession Use**	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
R2	**Robbery**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [RE] Restitution [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship			
SX	**Sexting**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [RD] Refer to Community Youth Support [SR] SESIR Reporting Required [XX] Consult with BTA Chair [CL] Consult Law Enforcement
S2	**Sexual Assault**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol		
S1	**Sexual Battery/Rape**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC			

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship			
50	**Sexual Harassment**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RB] Recommend Behavior Intervention Program (MANDATORY) [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [XX] Consult with BTA Chair	
56	**Sexual Misconduct**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	
PA	**Simple Batt**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement	

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
				[HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	
PE	**Simple Batt School Board Employee**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support			
ZM	**Tardiness Habitual**	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [L4] Loss of Extracurricular Activities (4 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [L5] Loss of Extracurricular Activities (5 DAY) [34] CPST Referral
TW	**Threat High**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support		
ZN	**Threat Low**	Internal Suspension less than a day[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Internal Suspension 1-2 days[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
TT	**Threat Medium**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship
B3	**Threat to Kill Mass Shooting**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required			
TV	**Threat Very High**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support			
TU	**Tobacco**	One Detention[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
EC	**Tobacco Vape**	One Detention[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [34] CPST Referral
66	**Trespassing**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
ZV	**Truancy**	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract [L4] Loss of Extracurricular Activities (4 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)
V4	**Vandalism less than 1000**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [RE] Restitution [CF] Confiscation [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution [CF] Confiscation
WA	**Weapons A**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol			

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Administrative Discipline Matrix for Grades 3-5

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[CL] Consult Law Enforcement [RD] Refer to Community Youth Support			
WB	**Weapons B**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CF] Confiscation [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement SESIR Reporting Required	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
23	**Aggravated Battery**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support			
A1	**Alcohol Use, Possession, Purchase**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [PE] IMPAC AES	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	
A3	**Alcohol Sale, Attempted Sale, Transmittal**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required			
AA	**Alcohol Under the influence**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker,	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [CF] Confiscation	[CL] Consult Law Enforcement [34] CPST Referral [SR] SESIR Reporting Required [PE] IMPAC AES	Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	
13	**Arson**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RE] Restitution [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [SR] SESIR Reporting Required [TP] Behavior Threat Assessment Protocol			
ZN	**Battery Low Level**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
ZA	**Bullying**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [RD] Refer to Community Youth Support			
36	**Burglary**	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification	

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
Bu	**BUS Level One**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Bus Suspension 3-5 days[20] Parent Contact/Conference	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference
Bu	**BUS Level t<u>T</u>wo**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Suspension 3-5 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference [XX] Consult with BTA Chair	
Bu	**BUS Level Three**	Bus Suspension 6-9 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Suspension 10 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference [XX] Consult with BTA Chair	
ZY	**Cell Phone Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference [CF] Confiscation	Two Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation [L4] Loss of Extracurricular Activities (4 DAY)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [CF] Confiscation [X1] Loss of Extracurricular Activities (1-30 DAYS)
ZB	**Cheating Major**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 4 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral
ZQ	**Cheating Minor (Grades 3-12)**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 3-5 days[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 3-5 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L4] Loss of Extracurricular Activities (4 DAY)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)
ZL	**Class Cutting**	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [L4] Loss of Extracurricular Activities (4 DAY) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Three Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)
V5	**Criminal Mischief greater $1,000**	Out of School Suspension 3-5 days (offer AES) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E.	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference	

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		School Counselor, School Social Worker, Family Therapist) [RE] Restitution [SR] SESIR Reporting Required	[CF] Confiscation [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [SR] SESIR Reporting Required	[RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
ZP	**Detention Unserved**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference
DC	**Discriminatory Actions/Comments**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [XX] Consult with BTA Chair	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [XX] Consult with BTA Chair [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
01	**Disobedience Insubordination**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
D0	**Disruption on Campus Major**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [XX] Consult with BTA Chair [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [XX] Consult with BTA Chair		
XA	**Disruption on Campus Minor**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
SB	**Disruptive Unruly Behavior**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
UP	**Disruptive Unruly Play**	One Detention[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract
ZJ	**Distribution Sale of Unauthorized Materials Non-Criminal**	One Detention[20] Parent Contact/Conference [CF] Confiscation	Two Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation	Three Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation	Three Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
ZE	**Dress Code Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Two Detentions or Saturday School[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)
DP	**Drug Paraphernalia (use, possession, sale, purchase, transmittal)**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [RD] Refer to Community Youth Support
D5	**Drug Use/Possession Leaf Marijuana (less than 20g)**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RD] Refer to Community Youth Support	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	[PE] IMPAC AES [SR] SESIR Reporting Required	[CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	
DB	**Drug Possession Mood Altering Substance**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [SR] SESIR Reporting Required [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D8	**Drug Purchase Leaf Marijuana (less than 20g)**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D9	**Drug Purchase Other Mood Altering Substance**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D1	**Drug Purchase Unauthorized Substance**	Out of School Suspension 8 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement		

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[SR] SESIR Reporting Required [RD] Refer to Community Youth Support		
DS	**Drug Sale, Attempted Sale, transmittal of Leaf Marijuana (less than 20g)**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required			
D7	**Drug Sale, Attempted Sale, Transmittal of Unauthorized Substance**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
DA	**Drug Under the influence leaf Marijuana (less than 20g) or other mood altering substance**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D6	**Drug Under the influence Unauthorized Substance**	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support	

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
				[CL] Consult Law Enforcement [SR] SESIR Reporting Required	
DF	**Drug Use/ Possession Unauthorized Substance**	Out of School Suspension 8 days (offer AES)[PS] Probationary Substance Contract [20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
ED	**Electronic Devices**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[SR] SESIR Reporting Required [20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [PB] Alternative Probationary Notice [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [XX] Consult with BTA Chair	
SE	**Extortion**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [TP] Behavior Threat Assessment Protocol [RE] Restitution [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
SS	**False Accusation Against School Staff**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC	

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	[SR] SESIR Reporting Required [34] CPST Referral [PB] Alternative Probationary Notice	[RD] Refer to Community Youth Support [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required	
F9	**False Fire Alarm/911 Call**	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [RD] Refer to Community [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
B4	**False Report Hoax**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
ZH	**Falsification Misrepresentation Lying Forgery of Signature**	Two Detentions or Saturday School[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
F1	**Fight Major Mutual**	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [PE] IMPAC AES [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required		

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support		
F2	**Fight Medium** *Note that for the first offense, students who attend IMPAC will have their suspension reduced to 5 days. For the second offense, students who attend IMPAC will have their suspension reduced to 7 days.	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [PE] IMPAC AES [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [PE] IMPAC AES [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [PE] IMPAC AES [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [XX] Consult with BTA Chair	
FS	**Fire Starting**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [RE] Restitution [SF] Referral to Fire Starter Program [CF] Confiscation	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [CF] Confiscation [34] CPST Referral [PB] Alternative Probationary Notice [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [SF] Referral to Fire Starter Program	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [RD] Refer to Community Youth Support [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement	
SG	**Gambling**	One Detention[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Two Detentions or Saturday School[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CF] Confiscation	Internal Suspension less than a day[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [CF] Confiscation [SR] SESIR Reporting Required	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
G1	**Gang, or Gang-like, Activity**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [TP] Behavior Threat Assessment Protocol	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Administrative Discipline Matrix for
Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RD] Refer to Community Youth Support [SR] SESIR Reporting Required	
ZW	**Habitual Defiance of Authority**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
HA	**Harassment**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [PB] Alternative Probationary Notice [34] CPST Referral	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support	
ZT	**Hazing**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [RD] Refer to Community Youth Support			
42	**Homicide**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
ST	**Illegal Use of Technology**	Out of School Suspension 3-5 days (offer AES)[20] Parent	Out of School Suspension 6-9 days (offer AES)[20] Parent	**[RB] Recommend Behavior Intervention Program (MANDATORY)**	

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CF] Confiscation [RE] Restitution	Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [RE] Restitution [CF] Confiscation [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required	
HT	**Inappropriate Touching**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
Z3	**Inappropriate Use of Technology**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
Z1	**Inciting a Disturbance**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
K1	**Kidnapping**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [SR] SESIR Reporting Required Issue HOPE Scholarship[HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement			

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
T6	**Larceny Theft Grand greater than $750**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CF] Confiscation [RE] Restitution [CF] Confiscation	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [RE] Restitution [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CF] Confiscation [RE] Restitution [CF] Confiscation	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required	
TH	**Larceny Theft Minor less than $100**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [RE] Restitution [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution School/Community Service Work
ZG	**Leaving Campus without Permission**	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L4] Loss of Extracurricular Activities (4 DAY)	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)
ZI	**Minor Altercation**	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	Out of School Suspension 5 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 7 days (offer AES)[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
MP	**Mistreatment of Peers**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [X1] Loss of Extracurricular Activities (1-30 DAYS)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [34] CPST Referral
ZU	**Out of Assigned Area**	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E.	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E.	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	School Counselor, School Social Worker, Family Therapist) [L4] Loss of Extracurricular Activities (4 DAY) [SC] School Behavior Contract	[L5] Loss of Extracurricular Activities (5 DAY)
Z4	**Over the Counter Medication**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension less than a day[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation
OC	**Over the Counter Medication Sale**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation
SF	**Passing Producing Counterfeit Money**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [SR] SESIR Reporting Required
T5	**Petty Theft $100 to $750**	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [PE] IMPAC AES [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [PE] IMPAC AES [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [RE] Restitution [PE] IMPAC AES [SC] School Behavior Contract [CL] Consult Law Enforcement	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [RE] Restitution [PE] IMPAC AES [CL] Consult Law Enforcement
02	**Profanity**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E.	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E.

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
				School Counselor, School Social Worker, Family Therapist)	School Counselor, School Social Worker, Family Therapist)
ZX	**Profanity Directed Towards a Staff Member**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
ZC	**Prohibited Distracting Items Possession Use**	One Detention[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
R2	**Robbery**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [RE] Restitution [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship			
SX	**Sexting**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [XX] Consult with BTA Chair [SR] SESIR Reporting Required [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [PB] Alternative Probationary Notice [34] CPST Referral [XX] Consult with BTA Chair	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [XX] Consult with BTA Chair	
S2	**Sexual Assault**	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference		

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		Form for Regional Office and DSOC [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [CL] Consult Law Enforcement [PB] Alternative Probationary Notice [34] CPST Referral [TP] Behavior Threat Assessment Protocol	[CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support		
S1	**Sexual Battery/Rape**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship			
50	**Sexual Harassment**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [CL] Consult Law Enforcement [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement [PB] Alternative Probationary Notice [34] CPST Referral [XX] Consult with BTA Chair [HP] Issue HOPE Scholarship	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES) [20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	
56	**Sexual Misconduct**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[HP] Issue HOPE Scholarship [PB] Alternative Probationary Notice	[CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	
PA	**Simple Battery**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship		
PE	**Simple Battery School Board Employee**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support			
ZM	**Tardiness Habitual**	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [L4] Loss of Extracurricular Activities (4 DAY) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Three Detentions or Saturday School[20] Parent Contact/Conference [L5] Loss of Extracurricular Activities (5 DAY) [34] CPST Referral
TW	**Threat High**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required		

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support		
ZN	**Threat Low**	Internal Suspension 1-2 days[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement
TT	**Threat Medium**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship
B3	**Threat to Kill Mass Shooting**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship			
TV	**Threat Very High**	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol			

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support			
TU	**Tobacco**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
EC	**Tobacco Vape**	Out of School Suspension 2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [PS] Probationary Substance Contract [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [34] CPST Referral [SR] SESIR Reporting Required	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required
66	**Trespassing**	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required [PE] IMPAC AES [XX] Consult with BTA Chair	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [PE] IMPAC AES		
ZV	**Truancy**	One Detention[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract [L4] Loss of Extracurricular Activities (4 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)

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Administrative Discipline Matrix for Grades 6-8

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
ZS	**Unserved Saturday School**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference
V4	**Vandalism less than 1000**	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [RE] Restitution [CF] Confiscation [PE] IMPAC AES [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 6 days (offer AES)[PE] IMPAC AES [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [RE] Restitution [CL] Consult Law Enforcement [PE] IMPAC AES	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [RE] Restitution [CL] Consult Law Enforcement [PE] IMPAC AES
WA	**Weapons A**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [RD] Refer to Community Youth Support			
WB	**Weapons B**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [TP] Behavior Threat Assessment Protocol	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CF] Confiscation [CL] Consult Law Enforcement	**[RB] Recommend Behavior Intervention Program (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
23	**Aggravated Battery**	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support			
A1	**Alcohol Use, Possession, Purchase**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	
A3	**Alcohol Sale, Attempted Sale, Transmittal**	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required			
AA	**Alcohol Under the influence**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		(I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [CF] Confiscation	[PS] Probationary Substance Contract [CL] Consult Law Enforcement [34] CPST Referral [SR] SESIR Reporting Required [PE] IMPAC AES	[CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	
13	**Arson**	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RE] Restitution [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [SR] SESIR Reporting Required [TP] Behavior Threat Assessment Protocol			
ZN 21	**Battery Low**	Internal Suspension 1-2 days[20] Parent Contact/Conference [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	
ZA	**Bullying**	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [RD] Refer to Community Youth Support			
36	**Burglary**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [RE] Restitution	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference		

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] [SR] SESIR Reporting Required	[RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
Bu	**Bus Level One**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Bus Suspension 3-5 days[20] Parent Contact/Conference	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference
Bu	**Bus Level two**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Suspension 3-5 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference [XX] Consult with BTA Chair	
Bu	**Bus Level Three**	Bus Suspension 6-9 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Suspension 10 days[20] Parent Contact/Conference [XX] Consult with BTA Chair	Bus Expulsion for the Remainder of the Year[20] Parent Contact/Conference [XX] Consult with BTA Chair	
ZY	**Cell Phone Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	One Detention[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-3 days [20] Parent Contact/Conference [CF] Confiscation [X1] Loss of Extracurricular Activities (1-30 DAYS)	Out of School Suspension 1-2 days [20] Parent Contact/Conference [CF] Confiscation
ZB	**Cheating Major**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L2] Loss of Extracurricular Activities (2 DAY) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [L4] Loss of Extracurricular Activities (4 DAY) [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral	
ZQ	**Cheating Minor (Grades 3-12)**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 3-5 days[20] Parent Contact/Conference	Internal Suspension 3-5 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [L5] Loss of Extracurricular Activities (5 DAY) [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral
ZL	**Class Cutting**	One Detention[20] Parent Contact/Conference [L2] Loss of Extracurricular Activities (2 DAY)	Two Detentions or Saturday School[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
				[L4] Loss of Extracurricular Activities (4 DAY)	
V5	**Criminal Mischief greater $1,000**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [RE] Restitution [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [CF] Confiscation [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
ZP	**Detention Unserved**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	
DC	**Discriminatory Actions Comments**	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [XX] Consult with BTA Chair	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [XX] Consult with BTA Chair	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [XX] Consult with BTA Chair	
01	**Disobedience Insubordination**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [X1] Loss of Extracurricular Activities (1-30 DAYS)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
D0	**Disruption on Campus Major**	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [PE] IMPAC AES [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [PE] IMPAC AES [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [RD] Refer to Community Youth Support [SR] SESIR Reporting Required		

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
XA	**Disruption on Campus Minor**	Internal Suspension 1-2 days[20] Parent Contact/Conference [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair [X1] Loss of Extracurricular Activities (1-30 DAYS)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	
SB	**Disruptive Unruly Behavior**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [34] CPST Referral
UP	**Disruptive Unruly Play**	One Detention[20] Parent Contact/Conference	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
ZJ	**Distribution Sale of Unauthorized Materials Non-Criminal**	One Detention[20] Parent Contact/Conference [CF] Confiscation	Two Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation	Three Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
ZE	**Dress Code Violation**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference	Two Detentions or Saturday School[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY)	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [X1] Loss of Extracurricular Activities (1-30 DAYS)	Three Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
DP	**Drug Paraphernalia (use, possession, sale, purchase, transmittal)**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [RD] Refer to Community Youth Support
D5	**Drug Use/Possession Leaf Marijuana (less than 20g)**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference	

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	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	Form for Regional Office and DSOC [PS] Probationary Substance Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	[CF] Confiscation [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required	
DB	**Drug Possession Mood Altering Substance**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [SR] SESIR Reporting Required [CL] Consult Law Enforcement	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D8	**Drug Purchase Leaf Marijuana (less than 20g)**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D9	**Drug Purchase Other Mood Altering Substance**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
D1	**Drug Purchase Unauthorized Substance**	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support		
DS	**Drug Sale, Attempted Sale, transmittal of Leaf Marijuana (less than 20g)**	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required			
D7	**Drug Sale, Attempted Sale, Transmittal of Unauthorized Substance**	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
DA	**Drug Under the influence leaf Marijuana (less than 20g) or other mood altering substance**	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
				[RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
D6	**Drug Under the influence Unauthorized Substance**	Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PS] Probationary Substance Contract [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
DF	**Drug Use/ Possession Unauthorized Substance**	Out of School Suspension 8 days (offer AES) [PS] Probationary Substance Contract [20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
ED	**Electronic Devices**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [PB] Alternative Probationary Notice [CF] Confiscation [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY)Out of School Suspension 10 days (Offer AES)[SR] SESIR Reporting Required [20] Parent Contact/Conference [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation		
SE	**Extortion**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [RE] Restitution [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[SR] SESIR Reporting Required [20] Parent Contact/Conference		

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[34] CPST Referral [PB] Alternative Probationary Notice [CF] Confiscation [SR] SESIR Reporting Required	[RE] Restitution [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation		
SS	**False Accusation Against School Staff**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [PB] Alternative Probationary Notice [CF] Confiscation [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[SR] SESIR Reporting Required [20] Parent Contact/Conference [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation		
F9	**False Fire Alarm/ 911 Call**	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
B4	**False Report Hoax**	[RBER] Recommend Expulsion (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
ZH	**Falsification Misrepresentation**	Two Detentions or Saturday School[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
	Lying Forgery of Signature			[MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
F1	**Fight Major Mutual**	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [PE] IMPAC AES [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support		
F2	**Fight Medium** *Note that for the first offense, students who attend IMPAC will have their suspension reduced to 5 days. For the second offense, students who attend IMPAC will have their suspension reduced to 7 days.	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [XX] Consult with BTA Chair [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [PE] IMPAC AES [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [PE] IMPAC AES [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [XX] Consult with BTA Chair [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [PE] IMPAC AES [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [CL] Consult Law Enforcement	
FS	**Fire Starting**	Out of School Suspension 6-9 days (offer AES))[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [RE] Restitution [SF] Referral to Fire Starter Program [CF] Confiscation [PB] Alternative Probationary Notice	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [RD] Refer to Community Youth Support [SF] Referral to Fire Starter Program [CL] Consult Law Enforcement		

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
SG	**Gambling**	Two Detentions or Saturday School[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CF] Confiscation [SR] SESIR Reporting Required	Internal Suspension 1 day[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Internal Suspension 1-3 days [20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
G1	**Gang, or Gang-like, Activity**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [RE] Restitution [SR] SESIR Reporting Required		
ZW	**Habitual Defiance of Authority**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
HA	**Harassment**	Out of School Suspension 6-9 days (offer AES) [20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [RD] Refer to Community Youth Support		
ZT	**Hazing**	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference			

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support			
42	**Homicide**	[RBER] Recommend Expulsion (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required			
ST	**Illegal Use of Technology**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required		
HT	**Inappropriate Touching**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral	
Z3	**Inappropriate Use of Technology**	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral
Z1	**Inciting a Disturbance**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		(I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	(I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	[34] CPST Referral [XX] Consult with BTA Chair	
K1	**Kidnapping**	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement			
T6	**Larceny Theft Grand greater than $750**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CF] Confiscation [RE] Restitution [CL] Consult Law Enforcement [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RE] Restitution [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required		
TH	**Larceny Theft Minor less than $100**	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [RE] Restitution [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution School/Community Service Work	
ZG	**Leaving Campus without Permission**	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L2] Loss of Extracurricular Activities (2 DAY)	Internal Suspension less than a day[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	Internal Suspension 1-3 days[20] Parent Contact/Conference [34] CPST Referral [X1] Loss of Extracurricular Activities (1-30 DAYS)	
ZI	**Minor Altercation**	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv	Out of School Suspension 5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv	Out of School Suspension 7 days (offer AES)[20] Parent Contact/Conference [SC] School Behavior Contract	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		(I.E. School Counselor, School Social Worker, Family Therapist)	(I.E. School Counselor, School Social Worker, Family Therapist) [XX] Consult with BTA Chair	[MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
MP	**Mistreatment of Peers**	Internal Suspension 1-2 days[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [SC] School Behavior Contract[MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral	
ZU	**Out of Assigned Area**	Internal Suspension less than a day[20] Parent Contact/Conference [L3] Loss of Extracurricular Activities (3 DAY) [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SC] School Behavior Contract	Internal Suspension 1-3 days[20] Parent Contact/Conference [34] CPST Referral [X1] Loss of Extracurricular Activities (1-30 DAYS)	
Z4	**Over the Counter Medication**	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	Verbal Warning/Written Reprimand[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-2 days[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation	
OC	**Over the Counter Medication Sale**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation	
SF	**Passing Producing Counterfeit Money**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required	
T5	**Petty Theft $100 to $750**	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [PE] IMPAC AES [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SC] School Behavior Contract	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [RE] Restitution [SC] School Behavior Contract [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [PE] IMPAC AES	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [34] CPST Referral [RE] Restitution	

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	[CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	[PE] IMPAC AES [SC] School Behavior Contract	
02	**Profanity**	Internal Suspension less than a day[20] Parent Contact/Conference	Internal Suspension 1-2 days[20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference	Internal Suspension 1-3 days & Loss of Extra-Curricular Activities (1-30 days) [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)
ZX	**Profanity Directed Towards a Staff Member**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral	
ZC	**Prohibited Distracting Items Possession Use**	One Detention[20] Parent Contact/Conference [CF] Confiscation	Two Detentions or Saturday School[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation	Internal Suspension 1-2 days[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CF] Confiscation
R2	**Robbery**	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CF] Confiscation [RE] Restitution [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship			
SX	**Sexting**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [SR] SESIR Reporting Required [CL] Consult Law Enforcement	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support		

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[SR] SESIR Reporting Required [CL] Consult Law Enforcement		
S2	**Sexual Assault**	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support			
S1	**Sexual Battery/ Rape**	**[RB] Recommend Expulsion (MANDATORY)** Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support [HP] Issue HOPE Scholarship			
50	**Sexual Harassment**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship		
56	**Sexual Misconduct**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days		

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		[34] CPST Referral [PB] Alternative Probationary Notice [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [CN] Complete Immediate Notification Form for Regional Office and DSOC	(offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship		
PA	**Simple Battery**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [XX] Consult with BTA Chair [34] CPST Referral [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [XX] Consult with BTA Chair [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship		
PE	**Simple Battery School Board Employee**	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [RD] Refer to Community Youth Support			
ZM	**Tardiness Habitual**	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract [L4] Loss of Extracurricular Activities (4 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [L5] Loss of Extracurricular Activities (5 DAY) [34] CPST Referral	

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
TW	**Threat High**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship [RD] Refer to Community Youth Support		
ZN	**Threat Low**	Internal Suspension 1-2 days[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	
TT	**Threat Medium**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [HP] Issue HOPE Scholarship [SR] SESIR Reporting Required [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist)	Out of School Suspension 3-5 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship
B3	**Threat to Kill Mass Shooting**	[RBER] Recommend Expulsion (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment			

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
		Protocol [SR] SESIR Reporting Required			
TV	**Threat Very High**	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [SR] SESIR Reporting Required [HP] Issue HOPE Scholarship			
TU	**Tobacco**	Internal Suspension 1-2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [SR] SESIR Reporting Required
EC	**Tobacco Vape**	Out of School Suspension 2 days[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	Out of School Suspension 6 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CL] Consult Law Enforcement [SR] SESIR Reporting Required	Out of School Suspension 8 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [PS] Probationary Substance Contract [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [SR] SESIR Reporting Required	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [CL] Consult Law Enforcement [SR] SESIR Reporting Required
66	**Trespassing**	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [PB] Alternative Probationary Notice [PE] IMPAC AES [34] CPST Referral [CN] Complete Immediate Notification Form for Regional Office and DSOC [XX] Consult with BTA Chair [SR] SESIR Reporting Required [CL] Consult Law Enforcement	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [RD] Refer to Community Youth Support		

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
			[CL] Consult Law Enforcement [PE] IMPAC AES [SR] SESIR Reporting Required		
ZV	**Truancy**	Two Detentions or Saturday School[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [39] Attendance Contract [L3] Loss of Extracurricular Activities (3 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral [L4] Loss of Extracurricular Activities (4 DAY)	Three Detentions or Saturday School[20] Parent Contact/Conference [34] CPST Referral [L5] Loss of Extracurricular Activities (5 DAY)	
ZS	**Unserved Saturday School**	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference	Out of School Suspension 1-2 days (offer AES)[20] Parent Contact/Conference
V4	**Vandalism less than $1,000**	Out of School Suspension 3 days (offer AES)[20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [RE] Restitution [CF] Confiscation [PE] IMPAC AES [CL] Consult Law Enforcement [CN] Complete Immediate Notification Form for Regional Office and DSOC	Out of School Suspension 6 days (offer AES)[PE] IMPAC AES [20] Parent Contact/Conference [MH] Referral to Mental Health Serv (I.E. School Counselor, School Social Worker, Family Therapist) [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [CL] Consult Law Enforcement [RE] Restitution	Out of School Suspension 9 days (offer AES)[20] Parent Contact/Conference [34] CPST Referral [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [RE] Restitution [CL] Consult Law Enforcement [PE] IMPAC AES	
WA	**Weapons A**	[RBER] Recommend Expulsion (MANDATORY) Out of School Suspension 10 days (Offer AES)[20] Parent Contact/Conference [CF] Confiscation [SR] SESIR Reporting Required [CN] Complete Immediate Notification Form for Regional Office and DSOC [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement [RD] Refer to Community Youth Support			

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Administrative Discipline Matrix for Grades 9-12

	Incident	1st Incident	2nd Incident	3rd Incident	4th Incident
WB	**Weapons B**	Out of School Suspension 6-9 days (offer AES)[20] Parent Contact/Conference [TP] Behavior Threat Assessment Protocol [CN] Complete Immediate Notification Form for Regional Office and DSOC [PB] Alternative Probationary Notice [CF] Confiscation [CL] Consult Law Enforcement	[RB] Recommend Behavior Intervention Program (MANDATORY) Out of School Suspension 10 days (offer AES)[20] Parent Contact/Conference [CF] Confiscation [CN] Complete Immediate Notification Form for Regional Office and DSOC [RD] Refer to Community Youth Support [TP] Behavior Threat Assessment Protocol [CL] Consult Law Enforcement		

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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Equity & Diversity

Agenda Item Number:	PP-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 5100: Suspension and Expulsion

REQUESTED ACTION:

Adopt Policy titled, Suspension and Expulsion, by approving the proposed revisions to policy 5100. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 5100 Amended

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent, Teaching &

Signature

Dr. Angela Fulton, Deputy Superintendent, Teaching &

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

School Board Policy 5100: Suspension and Expulsion

Board Meeting Date: June 9, 2026

Requested Action: Adopt Policy titled Suspension and Expulsion, by approving the proposed revisions to Policy 5100.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1000 – Rulemaking
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board approves the proposed revisions to Policy 5100, the District will benefit from a restructured policy that aligns with its companion policy, 5090: Code of Student Conduct. This ensures all stakeholders have access to information on the guidelines and procedures for when a student commits an infraction that mandates an external suspension, expulsion, and/or administrative assignment to a Behavior Intervention Program.
If the School Board votes "No"	• If the School Board does not approve the proposed revisions to Policy 5100, the current policy language will remain in effect and will not be aligned to the consequences outlined in companion policy, 5090.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The updated guidelines and procedures for suspensions, expulsions, and administrative assignments to a District Behavior Intervention Program will support greater consistency across schools to ensure fair and reliable application of rules governing student conduct.

Background/History

Section 1006.13, Florida Statutes, requires District School Boards to adopt a policy of zero tolerance. Some acts of misconduct specified in School Board Policy 5090, Code of Student Conduct, require a student to be temporarily removed from their traditional home boundary or choice school through suspension, behavior intervention, or expulsion. School Board Policy 5100, Suspension and Expulsion, outlines the procedures to be followed when an act of misconduct requires students' removal from school. The revisions reflected throughout this policy are to align with revisions made to School Board Policy 5090, Code of Student Conduct.

The proposed revisions to this policy were reviewed during the 2026 District Discipline Committee meetings which were held on March 9th, March 26th, March 30th, and April 13th. Members of the District Discipline Committee include parents, community members, District/Regional Advisory representatives, Board-appointed committee representatives, school principals, teachers, mental health providers, and non-instructional staff members.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

There is no financial impact to the District.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed policy revisions provide enhanced clarity and coherence for school staff to appropriately respond to and enforce a standard set of procedures for suspension, expulsion, and behavior intervention program for all students.
School Selection /Prioritization	These revisions will be implemented at all school sites, including District Charter Schools.
Community/ Stakeholder Engagement	March 9, 2026 March 26, 2026 March 30, 2026 April 13, 2026
End-User Input	School staff, including administrators, teachers, and non-instructional staff are part of the District Discipline Committee. Their input was considered during the committee meetings.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

- Policy 5100 Amended

SCHOOL BOARD POLICY 5100

SUSPENSION AND EXPULSION

THE INTENT OF THIS POLICY IS TO PROVIDE FOR THE MAINTENANCE OF A SAFE, ORDERLY AND PEACEFUL EDUCATIONAL ENVIRONMENTS FOR ALL STUDENTS AND TO ALIGN WITH ZERO-TOLERANCE LEGISLATION AND STATUTORY REQUIREMENTS.

IN ACCORDANCE WITH F.S. §§1001.32(2) AND 120.52(16), DISTRICT SCHOOL BOARDS HAVE THE AUTHORITY TO EXERCISE ANY POWER EXCEPT AS EXPRESSLY PROHIBITED BY THE STATE CONSTITUTION OR GENERAL LAW TO DEVELOP, IMPLEMENT, INTERPRET, OR PRESCRIBE LAW OR POLICY OR DESCRIBE THE PROCEDURE OR PRACTICE REQUIREMENTS OF SUCH RULE.

THIS SCHOOL BOARD OF BROWARD COUNTY (SBBC) POLICY, ITS RULES, AND PROCEDURES SHALL APPLY TO ALL ACTIVITIES OCCURRING ON SCHOOL GROUNDS, ON OTHER SITES BEING USED FOR SCHOOL ACTIVITIES, AND IN ANY VEHICLE AUTHORIZED FOR THE TRANSPORTING OF STUDENTS. FURTHER, THIS SBBC POLICY, ITS RULES AND PROCEDURES SHALL ALSO APPLY TO ALL SCHOOL-AUTHORIZED FUNCTIONS AND/OR ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, FIELD TRIPS, ATHLETIC EVENTS, AND CLUB ACTIVITIES. THIS SBBC POLICY SHALL BE APPLIED EQUALLY TO ALL STUDENTS WITHOUT DISCRIMINATION BASED ON ECONOMIC STATUS, RACE, RELIGION, NATIONAL ORIGIN, SEXUAL ORIENTATION, ETHNICITY, OR DISABILITY (FOR STUDENTS WITH DISABILITIES ELIGIBLE UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT, "IDEA" OR SECTION 504 OF THE REHABILITATION ACT OF 1973, THERE ARE ADDITIONAL RIGHTS THAT MUST BE APPLIED).

All students have a right to a high-quality education. As such, school disciplinary measures should not be used to exclude students from school or otherwise deprive them of such an education, unless it is necessary to preserve the safety of students and staff.

The district will make every reasonable effort to correct student misbehavior through school-based resources at the lowest possible level, and to support students in learning the skills necessary to enhance a positive school environment and avoid negative behavior. The majority of disciplinary issues should be addressed at the classroom level by teachers. In all instances, school discipline should be reasonable, timely, fair, age-appropriate, and should match the severity of the student's misbehavior. Any disciplinary or administrative action taken against a student who violates this SBBC policy must be based on particular circumstances of the student's misconduct.

Pursuant to F.S. §§1003.31 and 1006.08, students who commit violent or disruptive behaviors that may pose a threat to the safety of school staff or students shall be assigned to an alternative educational program or, pursuant to F.S. §1006.07(7), referred to mental health services identified by the school district. Referral to mental health services shall be in consultation with the threat management team.

The discipline matrix, attached as appendix C to SBBC Policy 5090, Code of Student Conduct, is hereby incorporated into, and made part, of this policy. The discipline matrix sets forth the guidelines for assigning consequences for violations of school board policies. In accordance with Rule 6A-1.0017, F.A.C., school administrators have the discretion to deviate from these guidelines by assessing an appropriate consequence other than stated in the Matrix if they determine that there are mitigating or aggravating circumstances. In

circumstances that do not involve drugs/substances or incidents that rise to expulsion or behavior intervention through progressive discipline, principals may deviate by one level when applying consequences per the Discipline Matrix. For incidents associated with drugs/substances and those with progressive discipline that rise to a recommendation for expulsion or behavior intervention, the school principal must seek approval from the Superintendent, or designee to deviate from the prescribed consequences. In these circumstances, consideration of the offenders' capacity to understand his or her behavior and the inappropriateness of his or her actions as well as the offender's age, development, and disability shall be considered (Rule 6A-1.0017, F.A.C.).
Under Florida law, the superintendent of schools/designee and the School Board shall have the authority to remove from the classroom, the school bus and the school campus disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students, in support of the authority of teachers, school bus drivers and school principals, and to provide for a proper placement of such students, including in an alternative setting, when appropriate. (F.S. §§1001.42, 1001.51(24), 1003.31, 1003.32 and 1006.08).

Students eligible for public-supported education in the Broward County Public School system shall not be suspended or expelled from school for disciplinary reasons for any period unless such student is provided an opportunity for a student conference/hearing pursuant to rules of the School Board. Students who are IDEA and Section 504 eligible have additional rights under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act and State Board rule. The student's Individualized Education Plan (IEP) or 504 plan team should convene as soon as possible to address the student's program and determine appropriate action including but not limited to conducting manifestation determinations, as necessary.

All necessary steps will be taken to protect a victim from further victimization for incidents set forth in this policy. In addition, disciplinary proceedings, up to and including expulsion, may be initiated against a student formally charged with a felony for an act that did not occur on school property if the incident is shown to have an adverse impact on the educational program, discipline, or welfare in the school where that student is enrolled, as described in F.S.§1006.09(2). Such actions may result in assignment of the student (perpetrator) to a different school away from where the offense occurred or the adversely impacted school. Furthermore, the superintendent, or designee, may assign a student to another District school after completing any mandatory requirements for District-approved behavior intervention program (BIP), expulsion, or other administrative assignments. Students reassigned for an off-campus felony that has an adverse impact on the school may not be reassigned to the impacted school. Should the district make such a reassignment, transportation will be provided by the District. All "no contact orders" entered by a court shall be enforced to the greatest extent possible. Transportation shall not be provided by the District when there is a court order for no contact requiring the reassignment of the student to another school, unless the district determines that there is transportation available at no additional cost to the district**.**

I. OFFENSES LEADING TO AND PROCEDURES FOR DISCIPLINARY ACTION, INCLUDING SUSPENSION, ARREST, THE HOPE SCHOLARSHIP PROGRAM, AND ZERO TOLERANCE

A. OFFENSES/UNACCEPTABLE BEHAVIOR

A student shall be subject to disciplinary action and/or assignment to a School Board approved Behavior Intervention Program (BIP) as deemed appropriate by the principal/designee, in accordance with SBBC Policy 5090: Code of Student Conduct's Discipline Matrix when the student commits such acts deemed as "petty acts of misconduct" (*i.e.*, which are not a threat to school safety and do not require consultation with law enforcement (F.S. §1006.13(2)(c)), including, but are not limited to the following:

1. Willfully disobeys.
2. Openly defies authority of a member of the staff.
3. Uses profane or obscene language.

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4. Repeatedly exhibits behavior that interferes with the teacher's ability to communicate effectively.

The criterion for disciplinary action includes but is not limited to consideration of the incident violation type, frequency, student's age, grade, developmental ability and exceptionality.

B. PROCEDURES FOR DISCIPLINARY ACTION OTHER THAN OUT OF SCHOOL SUSPENSION

For the commission of any of the above behaviors, principal or designee may implement any of the following disciplinary actions including, but not limited to:

1. Conference with the student and parent/guardian
2. Counseling
3. Detention
4. In-school suspension
5. Saturday school
6. Alternative to external suspension (AES)
7. Suspension from bus transportation, but not from school

C. THE HOPE SCHOLARSHIP PROGRAM

Pursuant to F.S. §1002.40, the Hope Scholarship is for students in grades kindergarten through 12 who are enrolled in a Florida public school and have been subjected to an incident of battery; harassment; hazing; bullying; kidnapping; simple battery; robbery; sexual offenses, sexual harassment, sexual assault, or sexual battery; threat or intimidation; or fighting at school to have the opportunity to transfer to another public school with capacity or to receive a scholarship to enroll in an approved private school. Incidents reported may be investigated at the district level, however, there does not have to be substantiation on the part of the district to offer a transfer to another public school with capacity or the ability for the student to move to an eligible private school on scholarship. School district personnel in Florida have a responsibility to notify families of the Hope Scholarship Program.

D. PROCEDURES FOR SUSPENSIONS FROM SCHOOL AND SCHOOL ACTIVITIES

In accordance with the Discipline Matrix, the principal or designee shall have the right to suspend a student from school and/or all school activities for up to ten (10) days for an incident. Students with disabilities (IDEA eligible and 504) cannot be suspended out of school for more than 10 school days in a school year without providing a free and appropriate public education (FAPE). All out-of-school suspensions shall include a provision for schoolwork to be completed in accordance with SBBC Policy 4000. (F.S. §1003.01(13)(b)).

The following procedures shall be followed for all disciplinary actions:

1. Student Conference/Hearing – Due Process

a. The student shall be given an oral and/or written notice of the alleged rule violation against him/her, including the basis for the alleged rule violation(s).
b. If the student denies the alleged rule violation(s), the student shall be given an explanation of the alleged rule violation and an opportunity to respond.
c. If a determination has been made that the student should be suspended, the principal/designee shall immediately attempt to contact the parent or guardian by phone and ~~provide~~ document~~ation of~~ the attempted notification to the parent.
d. Pursuant to F.S. §1006.09(1), notice of the suspension, using the district-approved

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suspension form, shall be sent within twenty-four (24) business hours from the suspension decision by US Mail or other communication method agreed to by the parent on the most recently submitted Student Emergency Contact Card. Additionally, notice of a suspension may also be emailed or hand-delivered to the parent/guardian or to the student, if the student is not a dependent student as defined in the Internal Revenue Code §152 or has been emancipated per F.S. §743.015 or whose parent is unknown as per SBBC Policy 5040: Attendance.

2. Emergency Suspension

If, in the opinion of the principal/designee, there is justifiable reason to believe that a student conference/hearing prior to suspension is not feasible because the student's presence at school poses a continuing danger or an ongoing threat of disruption to the orderly conduct of school, then the principal/designee may immediately suspend the student and subsequently conduct a student conference/hearing within 72 hours of the student's removal. In the case of a student with a disability, the IEP/504 Team should convene as soon as possible to address the student's program and to determine appropriate action.

3. Suspension from School Board Transportation

The principal/designee shall have the right to suspend a student from bus transportation for recurring, unacceptable bus behavior. The suspension may be for up to ten consecutive school days. Any further exclusion from bus transportation beyond that described requires School Board approval. When determination has been made that the student will be suspended from bus transportation, the principal/designee shall immediately contact the parent or guardian and provide documentation of notification. In the case of a student with a disability where transportation is an IEP related service or 504 Plan accommodation for the student, suspension from the bus may constitute a change in placement and the student's IEP/504 Team will need to be involved if suspension from the bus will total more than ten (10) school days in the school year.

E. PROCEDURE FOR PARENT NOTIFICATION OF STUDENT ARREST WHILE AT SCHOOL OR PARTICIPATING IN A SCHOOL-SPONSORED ACTIVITY

If the determination is made by law enforcement that a student is to be arrested while at school or participating in a school-sponsored activity, the principal/designee shall contact the parent by phone to provide notification without unnecessary delay. If unsuccessful, repeated attempts shall be made by phone, email or in writing. All attempted notifications, either successful or unsuccessful, shall be documented.

F. ZERO TOLERANCE

Pursuant to F.S. §1006.13, District school boards shall promote a safe and supportive learning environment in schools by protecting students and staff from conduct that poses a threat to school safety. A threat assessment team may use alternatives to expulsion or referral to law enforcement agencies to address disruptive behavior through restitution, civil citation, teen court, neighborhood restorative justice, or similar programs. Zero-tolerance policies may not be rigorously applied to petty acts of misconduct. Zero-tolerance policies must apply equally to all students regardless of their economic status, race, or disability.

The threat assessment team shall consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, which would pose a threat to school safety. For more information related to threats, refer to SBBC Policy 4380: Behavioral Threat Assessment (BTA).

The District shall enter into agreements with the county sheriff's office and local police department specifying guidelines for ensuring that acts that pose a threat to school safety,

whether committed by a student or adult, are reported to a law enforcement agency. The agreements must include the role of school resource officers, if applicable, in handling reported incidents and a procedure requiring school personnel to consult with school resource officers concerning delinquent acts and crimes.

The school principal shall notify all school personnel as to their responsibilities regarding incident reporting, that acts which pose a threat to school safety and crimes are properly reported to the school principal/designee, and that the disposition of the incident is properly documented.

For any student who is attending a public school and is adjudicated guilty of, or delinquent for, or is found to have committed, regardless of whether adjudication is withheld, or pleads guilty or nolo contendere to, a felony violation of as defined by F.S. §1006.13(6)(a) and, before or at the time of such adjudication, withholding of adjudication, or plea, the offender was attending a school attended by the victim or a sibling of the victim of the offense, the Department of Juvenile Justice shall notify the District school board of the adjudication or plea, the requirements in this paragraph, and whether the offender is prohibited from attending that school or riding on a school bus whenever the victim or a sibling of the victim is attending the same school or riding on the same school bus, except as provided pursuant to a written disposition order under F.S. §985.455(2). Upon receipt of such notice, the District school board shall take appropriate action.

II. MEDICATIONS: USE, POSSESSION, SALE, AND/OR TRANSMITTAL LEADING TO SUSPENSION AND POSSIBLE ASSIGNMENT TO DISTRICT BEHAVIOR INTERVENTION PROGRAM

General Information - Violations of SBBC Policy 6305:

- SBBC Policy 6305: Administration of Medications/Treatments, provides the guidelines for the administration of medication and/or treatment for students receiving prescription and over the counter (OTC) medication.
- Prescription medication/treatment and over-the-counter medication require an Authorization for Medication/Treatment Form. The healthcare provider and parent/guardian must complete this form.
- Students with special health conditions, *e.g.*, asthma, diabetes, and hypersensitivity, regardless of grade, may carry medication on self, only if approved by their physician and noted on the Authorization for Medication/Treatment Form.

Note: For Grades 9-12 only, self-carry and self-administration of selected OTC medication requires that an Authorization for Over-the-Counter (OTC) Medication with Parental Approval Form be completed and signed by the parent/guardian and student annually. Please refer to SBBC Policy 6305: Administration of Medications/Treatments for the list of approved self-carry and self-administration OTC medications.

- All prescription medications and over-the-counter medications, excluding the select authorized OTC medications identified in SBBC Policy 6305: Administration of Medications/Treatments, must be transported to the school by the parent/guardian in the original sealed container along with the appropriate Authorization Form signed by the appropriate parties. Therefore, students are prohibited from possessing any medication while on school grounds, participating in school-sponsored activities, or on school transportation without appropriate authorization.
- Students found to be in violation of SBBC Policy 6305: Administration of Medications/Treatments shall be subject to the disciplinary action identified in SBBC Policy 5090 Code of Student Conduct, Appendix C: Discipline Matrix.

A. PURCHASE, USE AND/OR POSSESSION OF UNAUTHORIZED OVER-THE-COUNTER MEDICATION IS PROHIBITED.

1. **First and Second Offense Procedures:**
   a. **Elementary students, (Grades K-5):** Upon committing the first or second offense, the substance shall be confiscated from the student. The student shall receive a verbal warning and the parent shall be notified. School administration shall inform the parent of procedures for dispensation of authorized medication.

   b. **Secondary students (Grades 6-12):** Upon committing the first or second offense, the substance shall be confiscated from the student. The student shall receive a verbal warning and the parent shall be notified. School administration shall inform the parent of procedures for dispensation of authorized medication.

2. **Third and Subsequent Offenses Procedures:**
   a. **Elementary students, (Grades K-5):** Upon committing the third and subsequent offense, the substance shall be confiscated from the student. The parent shall be notified, and the student shall be administered a consequence as outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C).

   b. **Secondary students (Grades 6-12):** Upon committing the third and subsequent offense, the substance shall be confiscated from the student. The parent shall be notified, and the student shall be administered a consequence as outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C).

Note: Use of over-the-counter medication in excess of the manufacturer's recommended dosage limits may be treated as a mood-altering substance and assigned a consequence under Section III of this policy.

B. SALE, ATTEMPTED SALE, AND/OR TRANSMITTAL OF OVER-THE-COUNTER MEDICATION IS PROHIBITED.

1. **First Offense Procedures:**
   a. **Elementary students, (Grades K-5):** Upon committing the first offense, the substance shall be confiscated from the student. The parent shall be notified, and the student shall receive a consequence as outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C).

   b. **Secondary students (Grades 6-12):** Upon committing the first offense, the substance shall be confiscated from the student. The parent shall be notified, and the student shall receive a consequence as outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C).

2. **Second Offense Procedures:**
   a. **Elementary students, (Grades K-5):** Upon committing the second offense, the substance shall be confiscated from the student. The parent shall be notified, the student shall be referred to the School Counselor and the student shall receive a consequence as outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C).

   b. **Secondary students (Grades 6-12):** Upon committing the second offense, the substance shall be confiscated from the student. The parent shall be notified, the student shall be referred to the School Counselor and the student shall receive a consequence as outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C).

3. **Third and Subsequent Offense Procedures:**
   a. **Elementary students, (Grades K-5):** Upon committing the third and subsequent offense, the substance shall be confiscated from the student. The parent shall be notified, the student shall be referred to the School Counselor and the student shall receive a consequence as

outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C).

b. Secondary students (Grades 6-12): Upon committing the third and subsequent offense, the substance shall be confiscated from the student. The parent shall be notified, the student shall be referred to the District substance abuse case manager and the student shall receive a consequence as outlined by the Discipline Matrix (see SBBC Policy 5090: Code of Student Conduct – Appendix C.)

III. DRUG AND SUBSTANCE ABUSE OFFENSES LEADING TO SUSPENSION AND POSSIBLE ASSIGNMENT TO DISTRICT BEHAVIOR INTERVENTION PROGRAM

School Environmental Safety Incident Reporting (SESIR) guidelines require reporting to the Florida Department of Education**.**

General Information:

- Each principal shall post, in a place readily seen by students, a notice stating that a student's locker or other storage area may be subject to search based upon reasonable suspicion of possession of prohibited, unauthorized, or illegal materials/objects or substance and may also result in a search of person, possessions, locker and/or vehicle. (F.S. §1006.09(9)).
- School personnel shall report to the principal/designee the suspected unlawful use, possession, transmittal, sale, or attempted sale by a student of any drugs, tobacco or tobacco related products, nicotine, e-cigarette, vapor devices or similar, OTC or prescription substances, including any alcoholic beverage or inhalant, and shall be exempt from civil liability when making such reports.
- If a student has been suspended or expelled for a prior drug offense by any in-state or out-of-state public, private, charter or research school, then the disposition of this offense shall constitute a second offense and the procedures for second offenses shall apply.
- Pursuant to F.S. §1006.07(7)(e), if an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat assessment team to engage behavioral health crisis resources.
- In the case of a potential change of placement for a student with a disability, the current school's IEP/504 Team must convene as soon as possible and determine appropriate action.
- A student who is assigned a Substance Probation Contract (SPC), will be in breach of that SPC, if that student commits another SBBC Policy 5100, Section III violation for <u>possession or use of</u> any drug or substance, not including nicotine, synthetic nicotine, or paraphernalia, during the term of the current SPC. The student will be issued a ten-day suspension with a recommendation for assignment to a District BIP via the Expulsion ~~Abeyance~~ Office for the subsequent violation.
- <u>In the case of a student who is assigned to a District BIP via the Expulsion Office for possession, use or being under the influence of a mood-altering substance, unauthorized substance or other drug, including nicotine and synthetic nicotine infractions, the initial location of the assigned District BIP may be the regular school, if the student engages and participates within a District prescribed substance abuse program, as assigned and monitored by a District Case Manager, as determined by the Director/designee of the Department of School Culture and Student Support. In such instances, if the District Case Manager confirms and reports that the student fails to engage and participate in the District prescribed substance abuse program while assigned to a participate in a District BIP at the initial location of a regular school, then the location of the District BIP may commence to be the District alternative school location as determined by the Director/designee of the Department of School Culture and Student Support. For students who provide access for other students to possess or use such substances or drugs through the qualifying incident, opportunity for the District BIP to initiate at the regular school location shall not apply.</u>

USE, POSSESSION, SALE, PURCHASE AND/OR TRANSMITTAL OF TOBACCO, TOBACCO PRODUCTS, NICOTINE, SYNTHETIC NICOTINE, E-CIGARETTES, VAPOR DEVICES AND/OR COMPONENTS OF E-CIGARETTES, VAPOR DEVICES OR SIMILAR IS PROHIBITED

A. USE, POSSESSION, SALE, PURCHASE AND/OR TRANSMITTAL OF TOBACCO AND/OR TOBACCO PRODUCTS

1. **First Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be issued a one (1) day detention and be referred to the School Counselor.

   b. **Secondary students, (Grades 6-12):** The student shall be issued a one to two (1-2) day in-school suspension and be referred to a school-based intervention support person assigned by the principal/designee.

2. **Second and Subsequent Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be issued a one to two (1-2) day in-school suspension and be referred to the District substance abuse case manager.

   b. **Secondary students, (Grades 6-12):** The student shall be issued a three to five (3-5) day in-school suspension and be referred to the District substance abuse case manager.

B. USE, POSSESSION, SALE, AND/OR TRANSMITTAL OF NICOTINE, SYNTHETIC NICOTINE, E-CIGARETTES, VAPOR DEVICES AND/OR COMPONENTS OF E-CIGARETTES, VAPOR DEVICES OR SIMILAR IS PROHIBITED

This section also prohibits and is applicable to any electronic nicotine delivery system/vapor device accessory or clothing. Nicotine vapor devices shall be confiscated and placed in an appropriate receptacle at the school location for proper disposal and destruction.

1. **First Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be issued a one (1) day detention and be referred to the School Counselor.

   b. **Secondary students, (Grades 6-12):** The student shall be issued a one to two (1-2) day in-school suspension, complete e-cigarette intervention assignments and be referred to a school-based intervention support person assigned by the principal/designee.

2. **Second Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be issued a one to two (1-2) day in-school suspension and be referred to the District substance abuse case manager.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for six (6) days and referred to the District substance abuse case manager who shall refer the student to an appropriate treatment program. Three (3) days of the suspension shall be waived if the student attends the assigned Alternative to External Suspension (AES) program and completes the prescribed e-cigarette intervention assignments within the first three (3) days. If the student is unsuccessful in completing the prescribed e-cigarette intervention assignments within the first three (3) days, then the student shall continue to attend the AES program for the remaining three (3) days of the six (6) day suspension assignment.

3. **Third Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be issued a one to two (1-2) day in-school suspension and be referred to the District substance abuse case manager.

b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for eight (8) days and shall be placed on a Substance Probation Contract (SPC) . The student shall complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

If the student violates/breaches the terms of the SPC by committing another SBBC Policy 5100, Section III violation for possession or use of any drug or substance, not including nicotine, synthetic nicotine, or paraphernalia during the term of the SPC , then the student shall be issued a ten-day suspension with a mandatory recommendation for a District behavior intervention program. The student shall be administratively assigned to a District behavior intervention program, with Substance Workback. .To be eligible for Substance Workback, the student must complete the District-approved treatment program with a certified addiction professional. The student may be considered for a return to a regular school program upon successful completion of the prescribed treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the prescribed program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

4. **Fourth and Subsequent Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be issued a one to two (1-2) day in-school suspension and be referred to the District substance abuse case manager.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program. The student shall be administratively assigned to a District behavior intervention program, with Substance Workback. To be eligible for substance workback, the student must complete the District-approved treatment program with a certified addiction professional. The student may be considered for a return to a regular school program upon successful completion of the prescribed treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the prescribed program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

C. PURCHASE, USE AND/OR POSSESSION OF LEAF MARIJUANA (LESS THAN 20 GRAMS), ALCOHOL, AND/OR OTHER MOOD-ALTERING SUBSTANCES

Purchase, use and/or possession of leaf marijuana (less than 20g), alcohol/alcoholic beverages, and/or other mood-altering substances are prohibited.

1. **First Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for four (4) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Two (2) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the initial four (4) day suspension shall be imposed.

b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for six (6) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Three (3) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the initial six (6) day suspension shall be imposed.

2. **Second Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC . The student shall complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

   If the student violates/breaches the terms of the SPC by committing another SBBC Policy 5100, Section III violation for possession or use of any drug or substance, not including nicotine, synthetic nicotine or paraphernalia during the term of the SPC , then the student shall be issued a ten-day suspension with a mandatory recommendation for a District behavior intervention program and shall be administratively assigned to a District behavior intervention program, with Substance Workback. To be eligible for substance workback, the student shall complete the State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC. The student shall complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

   If the student violates/breaches the terms of the SPC by committing another SBBC Policy 5100, Section III violation for possession or use of any drug or substance, not including nicotine, synthetic nicotine, or paraphernalia during the term of the SPC , then the student shall be issued a ten-day suspension with a mandatory recommendation for a District behavior intervention program. The student shall be administratively assigned to a District behavior intervention program, with Substance Workback. To be eligible for substance workback, the student must complete the State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the prescribed program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

3. **Third and Subsequent Offenses Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular

school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student shall complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

b. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

D. BEING UNDER THE INFLUENCE OF LEAF MARIJUANA, ALCOHOL, AND/OR OTHER MOOD-ALTERING SUBSTANCES IS PROHIBITED

1. First Offense Procedures:

a. Elementary students, (Grades K-5): The student shall be suspended from the regular school program for four (4) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Two (2) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the initial four (4) day suspension shall be imposed.

b. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for six (6) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Three (3) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the initial six (6) day suspension shall be imposed.

2. Second Offense Procedures:

a. Elementary students, (Grades K-5): The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC . The student shall successfully complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

If the student violates/breaches the terms of the SPC by committing another SBBC Policy 5100, Section III violation for possession or use of any drug or substance, not

including nicotine, synthetic nicotine or paraphernalia during the term of the SPC , then the student shall be issued a ten-day suspension with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student shall complete the State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

b. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC. The student shall complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

If the student violates/breaches the terms of the SPC by committing another SBBC Policy 5100, Section III violation for <u>possession or use of</u> any drug or substance, not including nicotine, synthetic nicotine, or paraphernalia during the term of the SPC, then the student shall be issued a ten-day suspension with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible substance for workback, the student must complete the State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the prescribed program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

3. Third and Subsequent Offenses Procedures:

a. Elementary students, (Grades K-5): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

b. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-

assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

E. USE/POSSESSION/SALE/ATTEMPTED SALE/TRANSMITTAL OF DRUG PARAPHERNALIA IS PROHIBITED

This incident is in alignment with Chapter 893.147, Florida Statutes, and is also applicable to electronic nicotine delivery systems/vapor devices which are used with a drug as outlined by Chapter 893, Florida Statutes.

1. First and Second Offense Procedures:

a. Elementary students, (Grades K-5): The student shall be suspended from the regular school program for four (4) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Two (2) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the initial four (4) day suspension shall be imposed.

b. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for six (6) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Three (3) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the initial six (6) day suspension shall be imposed.

2. Third Offense Procedures:

a. Elementary students, (Grades K-5): The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC . The student shall successfully complete the requirements of the PSC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC

If the student violates/breaches the terms of the SPC by committing another SBBC Policy 5100, Section III violation for <u>possession or use of</u> any drug or substance, not including nicotine, synthetic nicotine or paraphernalia during the term of the SPC then the student shall be issued a ten-day suspension with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the program If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

b. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC . The student shall successfully complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation

within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

If the student violates/breaches the terms of the SPC by committing another SBBC Policy 5100, Section III violation for possession or us of any drug or substance, not including nicotine, synthetic nicotine, or paraphernalia during the term of the SPC, then the student shall be issued a ten-day suspension with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the prescribed program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

3. **Fourth and Subsequent Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

F. PURCHASE/USE/POSSESSION OF UNAUTHORIZED SUBSTANCES ARE PROHIBITED

For the purposes of this policy, unauthorized substances refers to prescription medication not prescribed for the student who is in possession of the medication, or any prescription medication not authorized by SBBC Policy 6305: Administration of Medications/Treatments, substances/drugs deemed illegal under Chapter 893, and which are drugs or controlled substances that constitute a felony under Florida Statute, or are types of cannabis, including, but not limited to, marijuana and hemp, and derivatives of such, including, but not limited to THC and CBD products.

Students violating SBBC Policy 6305: Administration of Medications/Treatments, by possessing or using their own prescription medication, as governed by this policy, on

school grounds, on school transportation, or at a school-sponsored activity, are in violation of SBBC Policy 6305 and shall be issued a 10-day suspension. However, upon verification of prescription by the school principal/administrative designee, the recommendation for expulsion may be withheld by the school.

Students violating SBBC Policy 6305.1: Medical Marijuana/Low THC Cannabis Use to Qualified Students in Schools, by possessing or using their own substance as governed by this policy, in violation of SBBC Policy 6305.1: Medical Marijuana/Low THC Cannabis Use to Qualified Students, on school grounds or at a school-sponsored activity, shall be issued a 10-day suspension. However, upon verification of prescription by the school principal/administrative designee, the recommendation for expulsion may be withheld by the school.

1. **First Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC . The student shall complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

      If the student violates/breaches the terms of the PSC by committing another SBBC Policy 5100, Section III violation for any drug or substance, not including nicotine, synthetic nicotine or paraphernalia during the term of the SPC, then the student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for eight (8) days shall be placed on a SPC. ~~*in lieu* of assignment to an Expulsion Abeyance Program, "EAP."~~ The student shall successfully complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC , and monitor that the student remains in compliance with the terms of the SPC.

      If the student violates the terms of the SPC by committing another SBBC Policy 5100, Section III violation for <u>possession or use of</u> any drug or substance, not including nicotine, synthetic nicotine, or paraphernalia during the term of the SPC, then the student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-

CODING: Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.

assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

2. **Second and Subsequent Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

G. BEING UNDER THE INFLUENCE OF UNAUTHORIZED SUBSTANCES IS PROHIBITED
For the purposes of this policy, unauthorized substances refers to prescription medication not prescribed for the student who is in possession of the medication, or any prescription medication not authorized by SBBC Policy 6305: Administration of Medications/Treatments, hemp, and substances/drugs deemed illegal under Chapter 893, including but not limited to marijuana and derivatives of such, including, but not limited to THC and CBD products.

1. **First Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for ten (10) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Six (6) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the suspension shall be imposed.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for ten (10) days and referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. Four (4) days of the suspension shall be waived if the student attends a counseling program as authorized by the District substance abuse case manager. If the student does not complete the recommended counseling program, the remaining days of the suspension shall be imposed.

2. **Second Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC . The student shall complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

      If the student violates the terms of the SPC by committing another SBBC Policy 5100, Section III violation for possession or use of any drug or substance, not including nicotine, synthetic nicotine or paraphernalia during the term of the SPC , then the student shall be issued a ten-day suspension and shall be administratively assigned to a Behavior Intervention Program via the Expulsion Abeyance Office, with Substance Workback, for one (1) calendar year from the date of the Behavior Intervention conference. The expulsion shall be held in abeyance if the student completes the State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. The District substance abuse case manager shall monitor/verify that the student has completed the prescribed program. If the student fails to complete the State-certified drug/alcohol rehabilitation or treatment program, the full term of the EAP shall be implemented.

   b. **Secondary students, (Grades 6-12):** The student shall be suspended from the regular school program for eight (8) days and shall be placed on a SPC . The student shall complete the requirements of the SPC while at a regular school program. The District substance abuse case manager shall refer the student for participation within a District-approved treatment program with a certified addiction professional, place the student on a SPC and monitor that the student remains in compliance with the terms of the SPC .

      If the student violates the terms of the SPC by committing another SBBC Policy 5100, Section III violation for possession or use of any drug or substance, not including nicotine, synthetic nicotine, or paraphernalia during the term of the SPC, the student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program..

3. **Third and Subsequent Offense Procedures:**
   a. **Elementary students, (Grades K-5):** The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

b. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

H. POSSESSION WITH INTENT TO SELL, SALE, ATTEMPTED SALE, AND/OR TRANSMITTAL OF LEAF MARIJUANA (LESS THAN 20g), SALE, ATTEMPTED SALE, AND/OR TRANSMITTAL OF DRUGS OR MOOD-ALTERING SUBSTANCES, UNAUTHORIZED SUBSTANCES, OR OTHER SUBSTANCES HELD OUT OR REPRESENTED TO BE DRUGS OR MOOD-ALTERING SUBSTANCES, INCLUDING ALCOHOL OR ALCOHOLIC BEVERAGES IS PROHIBITED

Broward School employees shall report this offense to the Department of Children and Families (F.S. §39.201) as appropriate.

1. PROCEDURES FOR SALE, ATTEMPTED SALE, AND/OR TRANSMITTAL OF ALCOHOL OR ALCOHOLIC BEVERAGES, INCLUDING SUBSTANCES HELD OUT OR REPRESENTED TO BE ALCOHOL OR ALCOHOLIC BEVERAGES

a. First Offense Procedures:

i. Elementary students, (Grades K-5): The student shall be referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. The student shall be suspended from the regular school program for one to two (1-2) days.

ii. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

b. Second Offense Procedures:

i. Elementary students, (Grades K-5): The student shall be referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. The student shall be suspended from the regular school program for two (2) days.

ii. Secondary students (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified

addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

c. Third and Subsequent Offense Procedures:

i. Elementary students, (Grades K-5): The student shall be referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. The student shall be suspended from the regular school program for four (4) days.

ii. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

2. PROCEDURES FOR POSSESSION WITH INTENT TO SELL, SALE, ATTEMPTED SALE, AND/OR TRANSMITTAL OF LEAF MARIJUANA (LESS THAN 20g). SALE, ATTEMPTED SALE, AND/OR TRANSMITTAL OF DRUGS OR MOOD-ALTERING SUBSTANCES, UNAUTHORIZED SUBSTANCES, OR OTHER SUBSTANCES HELD OUT OR REPRESENTED TO BE DRUGS OR MOOD-ALTERING SUBSTANCES

a. First Offense Procedures:

i. Elementary students, (Grades K-5): The student shall be referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. The student shall be suspended from the regular school program for two (2) days.

ii. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

b. Second Offense Procedures:

i. Elementary students, (Grades K-5): The student shall be referred to the District substance abuse case manager who shall refer the student to an appropriate counseling program. The student shall be suspended from the regular school program for three to five (3-5) days.

ii. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

c. Third and Subsequent Offense Procedures:

i. Elementary students, (Grades K-5): The student shall be suspended from the regular school program for ten (10) days and recommended for the Behavior Intervention Program via the Expulsion Abeyance Office, for one (1) calendar year from the date of the Behavior Intervention conference via the Expulsion Abeyance Office, with Substance Workback. The student shall complete the District-approved or State-certified drug rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program.

ii. Secondary students, (Grades 6-12): The student shall be suspended from the regular school program for ten (10) days with a mandatory recommendation for a District behavior intervention program, with Substance Workback. To be eligible for Substance Workback, the student must complete the District-approved or State-certified drug/alcohol rehabilitation or treatment program with a certified addiction professional. The District substance abuse case manager shall monitor/verify that the student has completed the program. The student may return to a regular school program upon successful completion of the prescribed rehabilitation or treatment program. If the student fails to complete the prescribed program, the student shall remain in the District-assigned behavior intervention program for a minimum of two full school semesters with a requirement to successfully meet exit criteria of the behavior intervention program.

IV. OTHER OFFENSES (NON-DRUG AND NON-SUBSTANCE ABUSE OFFENSES) LEADING TO, AND PROCEDURES FOR SUSPENSION AND POSSIBLE EXPULSION OR ADMINISTRATIVE ASSIGNMENT TO A DISTRICT BIP

School Environmental Safety Incident Reporting (SESIR) guidelines require reporting to the Florida Department of Education.

A. OFFENSES LEADING TO SUSPENSION AND POSSIBLE ASSIGNMENT TO A DISTRICT BEHAVIOR INTERVENTION PROGRAM ~~OR EXPULSION~~

~~1. Commits a violation of SBBC Policy 5900: Anti-Bullying~~

1. Commits harassment
2. Commits fighting
3. Commits criminal mischief/damage to property (equal to or greater than $1,000)
4. Commits any act on campus or off campus that substantially disrupts the orderly conduct of the school or school activities
5. Commits grand theft– grand (equal to or greater than $750)
6. Commits burglary – unlawful breaking/entering
7. Commits a simple battery
8. Commits a sexual assault
9. Commits sexting
10. Commits a sexual harassment
11. Commits sexual misconduct (sexual offense)
12. Commits a false accusation against school staff
13. Commits a false fire alarm/911 call
14. Commits a trespassing
15. Threat/Intimidation - If the SESIR definition is met, consideration of the following shall occur to determine the appropriate incident type; however, if the SESIR definition has not been met, the Threat/Intimidation incident type may not be applied:
    a. Threat/Intimidation Very High Level – If said definition criteria is met and the Behavioral Threat Assessment (BTA) risk level has yielded an outcome level of high, and the threat involves the potential or actual use of a weapon, the student shall be issued a 10-day suspension and a recommendation for ~~expulsion~~ a District Behavior Intervention Program.
    b. Threat/Intimidation High Level - For instances where the SESIR definition is met and the BTA risk level is determined to be high, but there is no weapon involved, the school shall follow the Discipline Matrix.
16. Possesses/displays/uses/sells/transmits a Class B weapon, as defined in Section VII.GG.2. in this policy. A student shall not be subjected to mandatory expulsion for possession of Mace/Pepper Spray in a container with maximum capacity of 2 ounces or less only when it has been determined by a school administrator that the item was possessed only, and not displayed, used, or transmitted. However, if a student displays, uses, sells, or transmits the item, the student shall be subject to discipline for possession/display/use/sale/transmittal of a Class B weapon.
17. Commits fire starting** – starts a fire on campus or school property and/or at a school bus stop. The school administrator shall refer the student for participation in a local Fire Starter Program. The suspension shall be reduced by 3 days upon parent/guardian agreement to participate in said program. Failure on the part of the student to successfully complete the program may result in the reissuance of the 3 days.
18. Conducts, recruits, or participates on campus in a formal or informal manner in order to foster **youth gang or gang-like activity**. Gang or gang-like activity may include, but is not limited to, an association or group of three or more persons who engage in a pattern of youth or street gang or gang-like activity and have a common name or common identifying clothing, jewelry, buttons, colors, signs, symbols or markings with the intent or purpose to threaten and/or present a danger to public order and safety
19. Electronic device – the use of an electronic device to possess, display, or transmit offensive

images, images that depict nudity or sexual content, video voyeurism, or the use of an electronic device to capture said images, or any other images of people which violates reasonable expectation of privacy. Display of offensive images will not result in disciplinary consequences if it is determined that the student immediately[1] reported or delivered the offensive image(s) to a staff member.

20. Uses the District's technology and/or software for any unauthorized purpose. The unauthorized use of a computer/technology, including, but not limited to, accessing or breaking in to restricted accounts or networks, creating, modifying or destroying files/records without permission, copying software, entering, distributing or printing unauthorized files/records, uploading to the internet, and/or sharing or distributing, offensive or inappropriate material, including video, and any other misuse or violation of the SBBC Policy 5306.
21. Commits extortion.

B. PROCEDURES FOR DISCIPLINARY ACTION RESULTING IN AN ADMINSTRATIVE ASSIGNMENT TO A DISTRICT BEHAVIOR INTERVENTION PROGRAM

1. In accordance with the Discipline Matrix of SBBC Policy 5090: Code of Student Conduct, for offenses in this category that result in suspension, and may result in a recommendation for a District Behavior Intervention Program assignment, the student may be placed on an Alternative Probationary Contract (APC) ~~*in lieu* of recommending the Behavior Intervention Assignment.~~ This APC shall allow the student to continue attending school under the terms of the ~~Notice of~~ Alternative Probationary Contract. The APC shall remain in effect for one (1) year from the date of the qualifying incident. If a student transfers to another District school during the term of the APC, the terms of the Notice of Alternative Probation will still apply.
2. If the student violates the APC by committing another eligible offense of Section IV of this policy, such violation shall result in a recommendation for assignment to a District behavior intervention program. ~~or expulsion.~~
3. Instruments or tools that are defined as a weapon in this policy, Section VII, Definitions, may be brought by the student only if needed for class work **and** with the written request of a teacher, that includes a description of the instrument(s). In such instances, the teacher must obtain prior written approval of the principal/designee. However, if such instrument is used or displayed by the student in a manner other than its approved purpose, during school activities or events or on School Board property, then all penalties called for in this policy relative to weapons shall apply.

V. MANDATORY EXPULSION OFFENSES AND PROCEDURES

School Environmental Safety Incident Reporting (SESIR) guidelines require reporting to the Florida Department of Education.

District school boards may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the District school board to modify the requirement by assigning the student to a disciplinary program if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student who has a disability, the District school board shall comply with applicable State Board of Education rules. (F.S. §1006.13(3)).

[1] The term "immediately" means without delay as determined by the principal after considering the totality of the circumstances and prior to being reported by another individual.

General Information:

Any object or item which can be classified as a weapon in accordance with section VII.CC of this policy shall be conclusively determined to be a weapon, and not considered to be an instrument or object other than a weapon as defined in Section VII.CC of this policy. Students are prohibited from possessing or using an object defined as a weapon within this policy at school, on school property, or at school sponsored events. Students may not be subject to mandatory suspension and expulsion proceedings when the principal determines the student used an instrument/object, which is not otherwise defined as a weapon within Section VII.CC of this policy in self-defense. Self-defense is defined as:

If a student is unable to leave the area of a "pending attack" the student may use self-defense. Self-defense is defined as any action that is necessary to protect oneself from serious bodily harm using only the amount of force necessary to get away from the attack and immediately seek help from the nearest adult. Provocation and/or retaliatory actions are NOT considered self-defense and will be considered as mutual participation and subject to appropriate disciplinary actions. Provocation/retaliation is considered:

- Provoking another student using actions or words (verbal or written), to engage in an altercation and striking back after being struck.
- Willingly entering the area of a "pending attack" and involving oneself in the confrontation.
- Continuing to strike or hit after being able to get away.
- Choosing not to leave the area after being able to get away.
- Returning to the confrontation after getting away.

Florida Statutes §§776.012, 776.013 and 776.032, commonly known as the Florida Stand Your Ground law, are not applicable to charges of violations of the Code of Student Conduct and/or Board SBBC Policy 5100.

A. OFFENSES LEADING TO MANDATORY EXPULSION <u>OR ASSIGNMENT TO A DISTRICT BEHAVIOR INTERVENTION PROGRAM</u>

Pursuant to F.S. §1006.13(3), students in grades K-12 found to have committed one of the following offenses involving any student, staff, school, and/or on school property, school transportation, or at a school-sponsored activity will be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year, referred to the criminal justice or juvenile justice system and referred to mental health services identified by the District pursuant to F.S. §§1006.04 and 1006.07(7), for evaluation and treatment as appropriate:

1. Weapons Class A<u>:</u> A firearm or weapon, as defined in Chapter 790, including possessing, displaying, using, selling, or transmitting a firearm.

    a. A student shall be subjected to mandatory expulsion for possession of a Class A Weapon, unless it is determined through the Pre-Expulsion conference that the Class A Weapon was inadvertently possessed and upon discovery or awareness the student "immediately" reported or delivered the Class A Weapon to a staff member. Such instances shall require the approval of the Superintendent, or designee.

2. Threat to Kill/Mass Shooting - Any student who verbalizes a threat with intent to kill or cause bodily injury, writes or composes and/or also sends or procures the sending of any letter,

inscribed communication, or electronic communication, whether such letter or communication be signed or anonymous, to any person, containing a **threat to kill** or to **do bodily injury** to the person to whom such letter or communication is sent or seen by another, or a threat to kill or do bodily injury to any member of the family of the person to whom such letter or communication is sent or seen by another, or any person who makes, posts, transmits, a threat in writing or other record, including internet/electronic record to conduct a **mass shooting** or an act of terrorism in writing or other record in any manner that would allow another person to view the threat, as defined by F.S. §§ 836.10 and 1006.13, is subject to expulsion if such actions occur on any school property or school sponsored event, or if such action creates a substantial disruption to the educational environment or can be reasonably forecast by school officials as a substantial disruption of the educational environment.
This also includes any threat to throw, project, place, or discharge any destructive device with intent to do bodily harm to any person or with intent to do damage to any property of any person. F.S. §§ 790.162, 790.1615.

3. False Report/Hoax - Per F.S. §790.163, it is unlawful for any person to make a false report, with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, a hoax bomb, dynamite, other deadly explosive, or a weapon of mass destruction as defined in §§790.166, or concerning the use of firearms in a violent manner against a person or persons, and/or in accordance with 790.164 concerning any act of arson or other violence to property.
    - Per F.S. §790.165, "hoax bomb" means any device or object that by its design, construction, content, or characteristics appear to be, or to contain, or is represented to be or to contain, a destructive device or explosive as defined in said chapter, but is, in fact, an inoperative facsimile or imitation of such a destructive device or explosive or contains no destructive device or explosive as was represented.

4. Sexual Battery (Rape) or Attempted Sexual Battery (Rape)

5. Homicide

6. In addition, students found to have committed the following offenses on school property, school sponsored-transportation, or during a school-sponsored activity, shall receive the most severe consequences provided in this policy which shall be mandatory suspension and/or administrative assignment to a District Behavior Intervention Program or expulsion, a referral to local law enforcement, and a referral for appropriate counseling services, as appropriate.

    a. Aggravated Battery
    b. Arson or Attempted Arson
    c. Bullying / Violation of SBBC Policy 5900: Anti-bullying
    d. Hazing (F.S. §1006.135)
    ~~e. Homicide~~
    e. Kidnapping or Abduction/False Imprisonment
    f. Robbery or Attempted Robbery
    ~~g. Sexual Battery (Rape) or Attempted Sexual Battery (Rape)~~
    g. Simple Battery on School Board Employee, Sports Official, Law Enforcement Officers, Firefighters, Emergency Medical Care Providers, Public Transit Employees or Agents, or Other Specified Officers (F.S. §§1006.13(5), 784.081, and 784.07).

4. Incidents associated with potential threats require the convening of the threat assessment team to determine if the act shall be reported to law enforcement.

B. PROCEDURES FOR MANDATORY ASSIGNMENT TO A DISTRICT BEHAVIOR INTERVENTION PROGRAM OR EXPULSION:

For those offenses listed in this policy and for which a recommendation for a District behavior intervention program or expulsion has been made to Chief Student Services Officer, or designee, the following procedures shall be followed:

1. SUSPENSION & PRE-EXPULSION ASSIGNMENT

Students shall be suspended immediately, and a notice sent to the Chief Student Services Officer, or designee. The recommendation for expulsion shall be reviewed by staff of the School Culture and Student Support Department, and collaboration shall take place, as needed, with the principal/designee, related to the school's recommendation. The recommendation for ~~a behavior intervention program or~~ expulsion shall be processed to conclusion even when the student in question has withdrawn from the school system. Students who are ~~being~~ recommended for expulsion shall be assigned ~~given the opportunity~~ to participate in continuing education services in a District-approved behavior intervention program for at least two full semesters from the date of the pre-expulsion conference or determined waiver the pre-expulsion conference. Failure to participate in continuing education services through a District-approved behavior intervention program may result in expulsion for the remainder of the current school year plus one additional school year.

While assigned to ~~in a~~ District-approved behavior intervention program, the student is not permitted on any regular school campus, school grounds or school sponsored events, and may be subject to trespass arrest pursuant to F.S. §810.09(1). For non-disabled students, this assignment can be executed with or without student or parent permission.

2. ~~SUSPENSION & PRE-EXPULSION ASSIGNMENT, (Special Circumstances): Interim Alternative Educational Setting (IAES) for students with disabilities (IDEA and 504 eligible)~~ INTERIM ALTERNAIVE EDUCATIONAL SETTING (IAES) FOR STUDENTS WITH DISABILITIES (IDEA AND 504 ELIGIBLE)

School personnel may remove a student to an IAES for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

- **a.** carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of a State education agency or school district.
- **b.** knowingly possesses, transmits, uses, sells, or solicits the sale of illegal drugs/controlled substances while at school, on school premises, or at a school function under the jurisdiction of a State education agency or a school district.
- **c.** has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a State education agency or a school district.

3. PRE-EXPULSION OR BEHAVIOR INTERVENTION CONFERENCE

The Chief Student Services Officer/designee will investigate the alleged offense and provide an opportunity for a Pre-Expulsion Conference or Behavior Intervention conference via the Expulsion ~~Abeyance~~ Office with the student and the parent/guardian in accordance with the Discipline Matrix. During this conference, the Chief Student Services Officer/designee shall inform the parent/guardian and student of the alleged Code of Conduct violation charge(s) and the behavior intervention or expulsion procedures. Students who are recommended for expulsion or a behavior intervention program via the Expulsion Office shall be assigned to participate in a District-approved behavior intervention program from the date of the Pre-expulsion or Behavior Intervention conference or determined waived thereof.

For cases requiring mandatory expulsion the parent/guardian will be informed of the right to request a formal hearing as well as their right to be assisted by anyone they choose at their own expense, and will be informed that they have the right to call and question witnesses.

4. EXPULSION HEARING

If a hearing is requested for a case requiring mandatory expulsion, either the parent/guardian, majority age student or emancipated youth must make the request in writing and submit it to the Chief Student Services Officer/designee. The Chief Student Services Officer/designee shall schedule the hearing and the Superintendent of Schools/designee shall appoint an impartial Hearing Officer on behalf of the School Board who is not an administrator from the school at issue.

~~Students who are being recommended for expulsion or behavior intervention via the Expulsion Abeyance Office shall be given the opportunity to participate in a District-approved Pre-Expulsion/Alternative Education Program for a period of time from the date of the Pre-Expulsion or Behavior Intervention conference via the Expulsion Abeyance Office, or determined waiver thereof.~~

If a hearing is requested, then the student shall be assigned to participate within the District-approved behavior intervention program ~~Pre-Expulsion/Alternative Education Program~~ and the student will not be permitted on any regular school campus, school grounds or at any school-sponsored events during this period of time and may be subject to trespass arrest pursuant to F.S. §810.09(1). For non-disabled students, this assignment can be executed with or without the student or parent permission.

At the conclusion of the hearing, the Hearing Officer shall submit his/her recommended order. The hearing officer's recommended order, with documentary evidence, shall be placed on a ~~regular~~ School Board meeting agenda. The School Board may reject the hearing officer's findings of fact only if it is determined that there is no substantial competent evidence to support the findings of fact. The School Board may reject the conclusions of law only if it is determined that this policy was misinterpreted or not applied correctly. The School Board may reduce or increase the penalty only upon a review of the complete record and must state with particularity its reasons by citing to the record to justify the action.

If the parent waives his/her right to a hearing, ~~a request for~~ the Final Order of Expulsion shall be forwarded by the Chief Student Services Officer/designee for approval by the School Board.

5. EXPULSION/BEHAVIOR INTERVENTION

a. The expulsion ~~or behavior intervention assignment~~ shall commence with the date of the School Board's Final Order or, in the case of student with a disability, the date established by the IEP/504 Team. Students who are expelled shall be offered continuing education services in a District-approved ~~B~~behavior ~~I~~intervention ~~P~~program and may be considered for a return to a ~~traditional~~ regular school after a period of two full semesters. However, if a parent or student of majority age fails to engage in the District-approved behavior intervention program assignment, the term of exclusion from the regular school shall be for the remainder of the current school year plus one additional school year.

~~If a student enrolls in a District-approved behavior intervention program or in a program designated by the Superintendent/designee and successfully completes the program or is issued a high school diploma, the expulsion shall not be documented on the student's official transcript.~~

b. The District ~~substance abuse/expulsion~~ case manager shall monitor/verify that the student has completed the District-approved behavior intervention program, ~~or agreed upon program~~, and facilitate the student's transition and re-entry into the regular school program, except where otherwise indicated in this policy.

c. Refusal or failure to meet conditions specified for the continuing education services

provided through the District-approved behavior intervention program shall result in the student being expelled from all Broward County Public Schools and programs until the duration of the original expulsion has lapsed. For the infractions requiring mandatory expulsion, the appropriate expulsion code shall be entered into the student's permanent record. This record shall be forwarded to any school upon request for the purpose of student admission.

Note: In the case of a student with a disability, placement decisions will be determined by the IEP/504 Team.

6. WORKBACK PROGRAM OPPORTUNITIES

Per F.S. §1006.13, District school boards may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.

Elementary students, (Grades K-5) shall be administratively assigned to the Behavior Intervention Program via the Expulsion Abeyance Office for qualifying infractions outlined in the discipline matrix, except Class A Weapons Possession, Threat to Kill/Mass Shooting, and False Report/Hoax, until they meet the established Behavior Intervention Program exit requirements with an administrative review every marking period (approximately 45 school days). For incidents of Class A Weapons Possession, Threat to Kill/Mass Shooting, and False Report/Bomb Hoax, students shall be expelled with continuing education services in a District Behavior Intervention program for a minimum of one year from the date of the assignment. Expelled students who engage in the Behavior Intervention Program may be considered for return to a traditional school after two full semesters in the District's Behavior Intervention Program, with an ongoing review every quarter until the student has met criteria for transition. Students whose parents opt out of the continuing education services for their child shall be expelled for the remainder of the current school year, plus one additional school year.

Secondary students, (Grades 6-12) shall be administratively assigned to the Behavior Intervention Program via the Expulsion Abeyance Office for qualifying infractions outlined in the discipline matrix, except Class A Weapons Possession, Threat to Kill/Mass Shooting, and False Report/Bomb Hoax, until they meet the established Behavior Intervention Program exit requirements with an administrative review every semester (approximately 90 school days). For incidents of Class A Weapons Possession, Threat to Kill/Mass Shooting, and False Report/Bomb Hoax, students shall be expelled with continuing education services in a District Behavior Intervention program for a minimum of one year from the date of the assignment. Expelled students who engage in the Behavior Intervention Program may be considered for return to a traditional school after two full semesters in the District's Behavior Intervention Program, with an ongoing review every semester until the student has met criteria for transition. Students whose parents opt out of the continuing education services for their child shall be expelled for the remainder of the current school year, plus one additional school year.

For substance-related infractions, students may be eligible for consideration to return to a regular school program upon successful completion of the state-certified rehabilitation or treatment program as determined by the District substance abuse case manager. Cases will be reviewed quarterly for students in grades K-5 and semesterly for students in grades 6-12.

Success within all Workback programs shall be based upon the requirements of the Workback agreements as determined by the District case managers and District Behavior Intervention Program exit criteria.

VI. INCIDENTS – MANDATORY EXPULSION OR DISTRICT BEHAVIOR INTERVENTION PROGRAM ASSIGNMENT

A. Threat to Kill/Mass Shooting
B. False Report/Hoax
C. Weapons Class A
D. Arson or Attempted Arson
E. Bullying (Grades 3-12)
F. Drug – Possession with Intent to Sell, Sale, Attempted Sale, and/or Transmittal of Leaf Marijuana (less than 20g) (Grades 6-12)
G. Drug – Sale/Attempted Sale/Transmittal of Unauthorized Substance (Grades 6-12)
H. Hazing (Grades 6-12)
I. Sexual Battery (Rape) or Attempted Sexual Battery (Rape)
J. Threat/Intimidation Very High
K. Homicide
L. Kidnapping or Abduction/False Imprisonment
M. Robbery or Attempted Robbery
N. Aggravated Battery
O. Hazing
P. Simple Battery on School Board Employee, Sports Official, Law Enforcement Officers, Firefighters, Emergency Medical Care Providers, Public Transit Employees or Agents, or Other Specified Officers (F.S. §§1006.13(5), 784.081, and 784.07).

Upon successful completion of the Workback Program, the student shall transition back to the regular school program, except where otherwise indicated in this policy. In the case of a student with a disability, return to a school placement will require action by the IEP/504 Team.

Q. OUT-OF-DISTRICT EXPULSIONS AND OTHER ACTIONS

At the time of initial registration for school from any in-state or out-of-state public, private, charter or research school, the student shall disclose previous school expulsions, arrests resulting in a charge, juvenile justice actions, and referrals to mental health services.

Expulsion or dismissal of a student from any in-state or out-of-state public, private, charter or research school will be honored by the School Board of Broward County, Florida, if the act committed is one that would be grounds for expulsion under this policy.

If a student who has been issued a final order of expulsion from an educational institution outside of Broward County Public School and seeks admission, then he/she shall be placed in an appropriate Expulsion Abeyance Program (EAP), or a program designated by the Superintendent/designee for the period of time to commensurate with the terms of said final order of expulsion. The student shall also be referred to mental health services identified by the school district pursuant to §1012.584(4), when appropriate.

Note: Per F.S. §1006.07(1)(b), upon receipt of an out-of-district final order of expulsion, the order shall be recorded in the records of the receiving school district and the expelled student shall be advised of the final order of expulsion.

VII. REPORTING REQUIREMENTS

A. Disciplinary incidents shall be reported to the Florida Department of Education in accordance with Rule 6A-1.0017, School Environmental Safety Reporting (SESIR), requirements through the approved reporting tool provided by the School Board. For additional guidance regarding the SESIR definitions and the appropriate Florida Statutes, please refer to http://www.fldoe.org/schools/safe-healthy-schools/safe-schools/sesir-discipline-data/.

B. All SESIR level incidents shall be addressed by school-based administrators only.

C. All SESIR incidents that require reporting to law enforcement per Rule 6A-1.0017, F.A.C. shall be reported to the Special Investigative Unit and the appropriate Law Enforcement Agencies.

VIII. DEFINITIONS

Note: When the Florida Department of Education (FLDOE) revises the SESIR definitions and this policy has not completed the rule making/rule adoption process to align with such changes, the FLDOE definitions found at http://www.fldoe.org/safe-schools/sesir-discipline-data/ will supersede the definitions within this policy.

A. Affray - An instance of fighting in a public place that disturbs the peace.

B. Aggravated Battery - Intentional great bodily harm. The attacker intentionally or knowingly causes more serious injury as defined in Rule 6A-1.0017(8)(g), such as: great bodily harm, permanent disability, or permanent disfigurement; uses a deadly weapon; or, where the attacker knew or should have known the victim was pregnant. *Note: This is applicable to battery on an SBBC employee, sports official, or other specified officials as listed in F.S. §§784.07 and 1006.13(5), battery on a law enforcement officer, firefighter, emergency medical care provider, and others as listed in F.S. §784.07. If the incident involves a Class A or Class B Weapon, said incident shall be documented as weapon related per SESIR guidelines.*

C. Disruption on Campus – Major disruption of all or a significant portion of campus activities, school-sponsored events, and school bus transportation. Disruptive behavior that poses a serious threat to the learning environment, health, safety, or welfare of others. Examples of major disruptions include bomb threats, inciting a riot, or initiating a false fire alarm.

D. Immediately - The term "immediately" means without delay.

E. Injury -
   1. Minor Injury: An injury which requires immediate first aid or subsequent medical attention (Rule 6A-1.0017(8)(g), F.A.C.).
   2. Serious Injury: An injury which includes death or injuries with substantial risk of death, extreme physical pain, protracted and obvious disfigurement, and protracted loss or impairment o fthe function of a bodily member, organ, or mental faculty. (Rule 6A-1.0017(8)(g), F.A.C.).

F. Change in Placement - For a student with a disability, any disciplinary removal for more than ten (10) consecutive school days or for more than ten (10) days cumulatively in a school year.

G. Criminal Mischief (Equal or greater than $1,000) - Willfully and maliciously injuring or damaging by any means any real or personal property belonging to another, including, but not limited to, the placement of graffiti thereon or other acts of vandalism thereto.

H. Days - Days shall be construed to be school days (as determined by the applicable school calendar) whenever mentioned in this policy.

I. Drug Sale, Attempted Sale, Distribution or Transmittal – The illegal sale or distribution of drugs. The manufacture, cultivation, sale, distribution or transmittal of any drug, leaf marijuana, narcotic, controlled substance, or substance represented to be a drug, narcotic, or controlled substance. This includes drug possession with intent to sell.

J. Hazing – Pursuant to F.S. §1006.135, any action or situation that endangers the mental or physical health or safety of a student at a school with any grades 6 through 12 for purposes of initiation or

admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to:

1. Pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior such as:
    a. Violating State or Federal law;
    b. Consuming any food, liquor, drug, or other substance; or
    c. Participating in physical activity that could adversely affect the health or safety of the student for the purposes of initiation or admission.
2. Any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.
3. Hazing does not include requiring new team members to attend additional supervised practices.

K. Mood-Altering Substance - Any substance that is or may be detrimental to the user or to others. Examples of mood-altering substances may include, but are not limited to:
1. Alcohol or alcoholic beverages
2. Marijuana (less than 20 grams)
3. Hallucinogens/chemical intoxication
4. Inhalants
5. Over-the counter medication taken in excess of the manufacturer's recommended dosage limit

L. Over the counter (OTC) medications are medications that may be sold directly to a consumer without a prescription from a physician or licensed healthcare provider.

M. Petty Offenses or Petty Acts of Misconduct - Acts which are not a threat to school safety and do not require consultation with law enforcement. (F.S. §1006.13(2)(c)). They include, but are not limited to:
1. Willful disobedience;
2. Open defiance of authority of a member of the staff;
3. Use of profanity or obscene language;
4. Repeated exhibition of behavior that interfere with the teacher's ability to communicate effectively; or
5. Incidents as outlined by the Discipline Matrix

N. Grand Theft (Equal to or greater than $750) **-** The unauthorized taking, carrying, riding away with, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. The item(s) value must be $750 or more.

O. Larceny/Petty Theft (Less than $750) - Taking of property from a person, building, or a vehicle. The unauthorized taking, carrying, riding away with, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. The item(s) value must be less than $750.

P. Simple Battery - An actual and intentional striking of another person against his/her will, or the intentional causing of bodily harm to an individual.

Q. Battery on School Board Employee, Sports Official, Law Enforcement Officers, Firefighters, Emergency Medical Care Providers, Public Transit Employees or Agents, or Other Specified Officers (F.S. §§1006.13(5), 784.081, and 784.07) - An actual and intentional striking of another person against his/her will, or the intentional causing of bodily harm to an individual.

R. Possession - Knowing, intentional, deliberate or inadvertent control of any article, object, substance, asset or property.

S. Robbery – The use of force to take something from another. The taking or attempted taking of money or other property from the person or custody of another money with intent to permanently or

temporarily deprive the person or owner of the money or the property under the confrontational circumstances of force, or threat of force or violence, and/or by putting the victim in fear.

T. Self-defense - If a student is unable to leave the area of a "pending attack" the student may use self-defense. Self-defense is defined as any action that is necessary to protect oneself from serious bodily harm using only the amount of force necessary to get away from the attack and immediately seek help from the nearest adult. Provocation and/or retaliatory actions are NOT considered self-defense and will be considered as mutual participation and subject to appropriate disciplinary actions. Provocation/retaliation is considered:
    1. Provoking another student using actions or words (verbal or written), to engage in an altercation and striking back after being struck.
    2. Willingly entering the area of a "pending attack" and involving oneself in the confrontation.
    3. Continuing to strike or hit after being able to get away.
    4. Choosing not to leave the area after being able to get away.
    5. Returning to the confrontation after getting away.

U. Sexting - As defined in F.S. §847.0141(1)(a) - is knowingly using a computer, or any other device capable of electronic data transmission or distribution, to transmit or distribute to another, any photograph or video of any person, which depicts nudity as defined in F.S. §847.001(9).

V. Sexual Assault - An incident that includes threatened rape, actual fondling, actual indecent liberties, or actual child molestation. Both male and female students can be victims of sexual assault.

W. Sexual Harassment – Unwelcome contact of a sexual nature, such as sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Harassing conduct can include verbal or nonverbal actions, including graphic and written statements, and may include statements made through computers, cellphones, and other devices connected to the internet.

X. Threat/Intimidation - To instill fear in others. An incident where there was no physical contact between the offender and victim, but the victim felt that physical harm could have occurred based on verbal or nonverbal communication by the offender. This includes nonverbal threats and verbal threats of physical harm which are made in person, electronically or through any other means.

Y. Transmittal - The transfer of an object, thing, electronic message or image, or substance from one person to another. Transmittal does not occur when the person immediately returns the item back to the person who gave it to them or if it is immediately delivered to a teacher or school administrator.

Z. Unauthorized Substances/Drugs refers to:
    1. substances/drugs deemed illegal under Chapter 893.
    2. drugs or controlled substances that constitute a felony under Florida statute.
    3. are types of cannabis, including, but not limited to, marijuana and hemp, and derivatives of such, including, but not limited to THC and CBD products.
    4. prescription medication not prescribed for the student who is in possession of the medication, or any prescription medication not authorized by SBBC Policy 6305: Administration of Medications/Treatments.

AA. Under the Influence - Any student who attends a school or school-sponsored event subsequent to having used or ingested any mood-altering substance or unauthorized substance as defined within this policy.

BB. Violent Behavior - The use of physical force that causes damage or injury or violates or abuses another person or property.

CC. Very Serious Substantive Threat - A risk outcome as defined by SBBC Policy 4380: Behavioral Threat Assessment (BTA).

DD. Fighting-Major (Mutual Combat) – Mutual combat, mutual altercation. Mutual participation of two or more persons using force or physical violence that results in injury requiring professional medical attention. Lower-level fights, including pushing, shoving, or altercations that stop on verbal command are not required to be reported in SESIR.

EE. Disruptive Behavior - Behavior that causes confusion or disorder or interrupts, interferes, or impedes normal classroom or school activities.

FF. Weapons - For purposes of this policy, weapons are defined in two categories, Class "A" or Class "B." An object which can be defined as a Class "A" weapon pursuant to this policy shall be conclusively determined to be a Class "A" weapon and further classifications shall not be considered.

1. **Weapons – Class A (Possessing/Displaying/Using/Selling/Transmitting) include, all Weapons and Firearms defined in Chapter 790, Florida Statute. A firearm, instrument, or object that can inflict serious harm on another person or can place a person in reasonable fear of serious harm. This category includes, but is not limited to:**
    a. Firearms – including, but not limited to, hand gun, zip gun, pistol, rifle, shotgun, and starter gun (operable or inoperable, loaded or unloaded), but excluding a BB gun, hard pellet gun, or airsoft gun.
        i. Note that a student who wields or threatens with a BB gun, hard pellet gun, or airsoft gun is considered in possession of a weapon under Rule 6A-1.0017, F.A.C. These incidents shall be handled in accordance with possession of a Class A weapon under this policy and SBBC policy 5090.
    b. Explosive propellants or destructive devices (operable or inoperable), including bombs
    c. Dirks
    d. Metallic/Brass knuckles – includes, but is not limited to, any device or instrument made of metal or other materials, designed to fit around the knuckles/fingers
    e. Billie clubs
    f. Tear gas gun
    g. Electric weapon or device (stun/taser gun)
    h. Slungshot - A slungshot is a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap
    i. Chemical weapon or device with the capacity to hold more than 2 ounces of the chemical
    j. Flare gun
    k. Ice pick
    l. Knives – Any knife that may inflict harm on another person, or could be used to intimidate/threaten another person, including, but not limited to, fixed blade knives, regardless of size, switch blade knives, razor blades or box cutters (except as authorized pursuant to F.S. 790.115(2)(a)), but excluding, blunt-bladed table knives and common pocket knives, defined as a folded~~ing~~ knife with a blade of 3 ¾ inches or less with no weapon-like characteristics. (see Class B weapons/items for other knives).
        i. Note that a student who wields or threatens with a common pocketknife is considered in possession of a weapon under Rule 6A-1.0017, F.A.C. These incidents shall be treated consistent with possession of a Class A weapon under this policy and SBBC policy 5090.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

2. **Weapons – Class B (Possessing/Displaying/Using/Selling/Transmitting) are restricted from school grounds/property, school-sanctioned activities and transportation. This category includes, but is not limited to:**
   a. Chain – (i.e., household, industrial)
   b. Pipe – a hollow cylinder or tube made of metal, wood, plastic, or similar material
   c. Other pointed instruments or sharp objects, other than school supplies (i.e., pencil, compass)
   d. Nunchakus, Chinese stars
   e. Chemical weapon or device such as pepper spray or mace with the capacity to hold two ounces or less of the chemical (Note: If through investigation, a student is found to only possess Mace/Pepper Spray in a container with maximum capacity of 2 ounces or less and it has been verified and determined by a school administrator that the item was possessed only, and not displayed, used, or transmitted, the student shall not be subjected to disciplinary action. **However, if a student displays, uses, sells, or transmits the item, the student shall be subject to discipline for possession/display/use/sale/transmittal of a Class B weapon.**)
   f. Ammunition and any component thereof, including, but not limited to, bullets, shotgun shells, bullet shell casings and magazine clips
   g. Slingshot – A slingshot is a hand-held and hand-powered device consisting of a frame with attached rubber strap/straps, used for shooting objects
   h. Flammable liquids or combustible materials
   i. Projectile Device***** - including, but not limited to, BB guns, hard pellet guns, and paint ball guns
      *******Note: On a 1st offense only, for an elementary level student (Grades K-2), a projectile device shall not be categorized as a Class B weapon/item if the following conditions are met:*
      1. *the projectile device was unloaded; and*
      2. *the student was not in possession of ammunition for the projectile device.*

      If the conditions above are met, for an elementary level student (Grades K-2), then the projectile device shall not be categorized as a Class B weapon/item per this policy.
   j. All other knives****** made of any substance not categorized as a Class A weapon.
      Note: At the principal's discretion, a blunt-bladed, round-tipped knife, which is prohibited, shall not be categorized as a Class B weapon on the first offense, if all of the following circumstances are met:
      1. *the item is used for the consumption of food as an eating utensil; and*
      2. *the item presents no threat to the environment.*

      ********Note: A plastic eating utensil (manufactured for single use and disposal) shall neither be categorized, nor consequenced, as a weapon/item under this Policy or SBBC Policy 5090: Code of Student Conduct.*
   k. Any instrument, tool, object or substance used in a threatening manner toward another Person, which includes laser pens/pointers and other laser devices used in a manner that could potentially harm or injure another individual

Note: Pursuant to F.S. §1006.07(2)(g), simulating a firearm or weapon while playing is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system. Simulating a firearm or weapon while playing includes, but is not limited to:

1. Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon.
2. Possessing a toy firearm or weapon that is 2 inches or less in overall length.
3. Possessing a toy firearm or weapon made of plastic snap-together building blocks.
4. Using a finger or hand to simulate a firearm or weapon.
5. Vocalizing an imaginary firearm or weapon.
6. Drawing a picture, or possessing an image, of a firearm or weapon.
7. Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon.

However, a student may be subject to disciplinary action if simulating a firearm or weapon while playing substantially disrupts student learning, causes bodily harm to another person, or places another person in

reasonable fear of bodily harm.

Policy Custodian: School Culture and Student Support
Former Policy Number: 5006
Policy Status: Active
Authority: Sections 120.52(6), 120.54, 120.81(1)(a), 1001.32(2), 1001.41(1) and (2), ~~1001.42~~, 1001.42(2~~9~~8), 1001.43(1), Florida Statutes
Laws Implemented: ~~F.S. §§~~Sections 120.52(16), 743.015, 810.09, 1001.31, 1001.32(2), 1001.51, 1001.54, 1002.40, 1003.01, 1003.31, 1003.32, 1006.04, 1006.07, 1006.08, 1006.09, 1006.13, Florida Statutes
History: Adopted: 8/2/73; Readopted 9/5/74;
Approved As Emergency Rule: #ER78-2: 8/17/78; #ER80-14: 10/6/80; #ER85-86-10: 8/15/85; #E93-94-2: 2/24/94;
Amended**:** 7/29/76, 3/3/77, 9/21/78, 11/20/80, 6/3/82, 9/5/85, 1/17/89, 10/17/89, 10/15/91, 4/20/93, 7/20/93, 3/15/94,7/18/95, 1/20/98, 9/15/98, 4/25/00, 4/18/06, 4/21/09, 6/15/10, 4/19/11, 3/20/12, 5/7/13, 7/23/13, 4/15/14, 5/5/15, 5/3/16, 5/2 /17, 6/11/19, 6/15/2021, 6/14/2022, 6/13/2023, 10/17/2023, 7/23/24, 6/17/25

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief Information Officer

Agenda Item Number:	PP-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 8500: School and District Technology Usage

REQUESTED ACTION:

Approve Policy 8500 (previously Policy 5306) - School and District Technology Usage which establishes guidelines for the effective integration and usage of technology and information resources district wide. This policy and its related administrative procedures and any applicable employment contracts and collective bargaining agreements, govern the use of the District's technology and information resources for official business use, to enable users to carry out the goals, objectives, and mandates of The School Board. District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 8500 Draft

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Trey Davis	Phone:	754-321-2607
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Trey Davis
Title: Chief Information Officer
Phone: 754 – 321 - 2607

EXECUTIVE SUMMARY

School Board Policy 8500 – School and District Technology Usage

Board Meeting Date: June 9, 2026

Requested Action: Approve Policy 8500 (previously Policy 5306) - School and District Technology Usage which establishes guidelines for the effective integration and usage of technology and information resources district wide. This policy and its related administrative procedures and any applicable employment contracts and collective bargaining agreements, govern the use of the District's technology and information resources for official business use, to enable users to carry out the goals, objectives, and mandates of The School Board.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member:	Districtwide
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Not applicable
If the School Board votes "Yes"	• A "Yes" vote on Policy 8500 ensures Broward County Public Schools maintains a modern, legally compliant framework for the responsible use of district technology. • The revised policy updates outdated language, clarifies expectations for appropriate and ethical use, strengthens accountability, and reinforces protections for district systems and student data.
If the School Board votes "No"	• A "No" vote would require the School District to continue operating under outdated policy language. • Failure to approve leaves the policy out of compliance with the five-year review cycle. • If not approved, the result could be a weakened accountability system for technology use.
Alignment to the 2027 Strategic Goals and Guardrails	• Safety and Accountability

Measurable Outcome(s)/Return on Investment	• Improved compliance with technology and security standards • Reduction in technology misuse incidents • Stronger cybersecurity and data – protection posture • Increased consistency in disciplinary and corrective actions • Improved operational clarity for staff and schools • Governance readiness for emerging technologies.

Background/History

Policy 8500 originated as Policy 5306, commonly referred to as the Acceptable Use Policy. Its original purpose was to establish basic rules governing the use of district computers, networks, and online telecommunications by employees and students, including expectations around appropriate behavior, system monitoring, and lack of privacy when using district technology. The original policy focused primarily on preventing misuse of computer networks, addressing internet safety and filtering requirements, establishing that use of district technology was a privilege and not a right, and complying with early federal requirements such as the Children's Internet Protection Act (CIPA). As technology became deeply embedded in instruction, administration, and district operations, the policy has expanded beyond simple acceptable use rules. The policy is rewritten to reflect enterprise-level governance rather than narrow usage rules.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.		
Budget Impact Summary Statement: No funding impact		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
	N/A	

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
	N/A			

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
	N/A		

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	• Provides clearer expectations for technology use at schools • Aligns technology use with current instructional and operational practices such as Artificial Intelligence • Explicit notice of monitoring and no expectation of privacy for students and staff. • Stronger alignment with student safety and security • Clearer rules around staff to student electronic communications
School Selection /Prioritization	District-wide
Community/	Technology Advisory Committee

Stakeholder Engagement	
End-User Input	Not applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Linewize - a comprehensive, K-12 focused digital safety and wellbeing suite designed to manage student online activity on and off-campus Fortinet - secures network infrastructure, cloud environments, and remote endpoints, while defending against malware and ransomware

Additional Backup:

Policy 8500 – School and District Technology Usage

POLICY NO. ~~Policy 8500~~

8500

SCHOOL AND DISTRICT TECHNOLOGY USAGE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA RECOGNIZES THE ESSENTIAL ROLE OF TECHNOLOGY AND INFORMATION RESOURCES IN ADDRESSING THE EDUCATION AND PROFESSIONAL NEEDS OF DISTRICT STUDENTS AND STAFF. THIS POLICY ESTABLISHES GUIDELINES FOR THE EFFECTIVE INTEGRATION AND USAGE OF TECHNOLOGY AND INFORMATION RESOURCES DISTRICT-WIDE.

I. Policy Statement

A. The School Board regulates the use of District technology and information resources consistent with applicable state, federal, local laws, and The School Board's policies and procedures. This policy and its related administrative procedures and any applicable employment contracts and collective bargaining agreements, govern the use of the District's technology and information resources for official business use, to enable users to carry out the goals, objectives, and mandates of The School Board.

B. The School Board reserves the right to actively monitor all use of District technology and information resources as defined herein, to ensure compliance with this policy and applicable laws as may be amended.

C. Users have no right or expectation to privacy when using District technology and information resources.

D. Use of District technology and information resources is a privilege – not a right. Any violation of this policy may result in network removal, usage restrictions, access revocation, and/or corrective or disciplinary action (up to and including termination of employment). Users may be personally responsible and liable, both civilly and criminally, for uses of District technology and information resources that are not authorized by this policy and its accompanying guidelines.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

E. Any information generated with, stored on, transmitted or received using District technology and information resources may be subject to disclosure pursuant to Chapter 119 (Public Records), Florida Statutes, as may be amended.

II. Purpose

A. To establish clear guidelines and procedures for the appropriate use of District technology and information resources in classrooms, schools, and administrative offices, supporting student readiness for employment, workplace success, and enhanced District operations; and

B. To safeguard the District's information assets from unauthorized disclosure, breach, modification, or destruction, and to ensure data confidentiality, integrity, and availability through appropriate physical and technical safeguards, including multi-factor authentication for all District personnel and pre-approval of all hardware and software by the Information Systems Division.

III. Scope

A. This policy applies to all District employees, contractors, consultants, temporary employees, volunteers, trainees, interns and other persons, including personnel affiliated with third parties, who utilize the District's technology and information resources.

IV. Definitions

A. The following definitions shall apply:

1. **Authorization.** Official or legal permission or approval.

2. **Blogging.** A website that contains an online personal journal with reflections, comments, and often hyperlinks provided by the writer.

3. **Breach.** Unlawful and/or unauthorized access of computerized data that materially compromises the security, confidentiality, or integrity of personal information.

4. **Confidentiality.** The principle that information is accessible only to those authorized to have access.

5. **Data.** A subset of structured information in a format that allows such information to be electronically retrieved and transmitted.

6. **District.** The School Board of Broward County, Florida.

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7. **District network.** A collection of devices and networks interconnected so that the aggregate collection operates as a single network entity which is isolated via one or more perimeter devices (i.e., firewalls, routers) from other networks which do not belong to, or are not a part of the District network. Isolated demilitarized zones (DMZs) or interagency red zones normally are not considered part of the District network; however, DMZs for which connectivity to non-District networks is run through the District network, or that have connectivity to the District network are considered part of the District network.

8. **District technology and information resources.** Items that are owned, leased, or managed by the District, as well as those under third-party custodial care on behalf of the District, regardless of location or device used, and includes the materials, tools, procedures, and systems used to collect, process, and distribute information. It encompasses both:

   a. Informational content such as books, articles, and data; and

   b. Infrastructure and assets required to create, store, retrieve, display, and transmit information, including, but not limited to:

      - Applications
      - Cameras (e.g., photographic and/or video)
      - Computers
      - Connections
      - Copy machines
      - E-readers (e.g., Kindle-like devices)
      - Information storage devices
      - Internet/Intranet connections
      - Laptops
      - Media
      - Mobile devices
      - Mobile projectors
      - Modems
      - Networks (wireless and wired)
      - Networks
      - Online educational services and applications (“apps”)
      - Pagers
      - Personal audio devices (earbuds, headphones, and headsets)
      - Personnel
      - Phones (telephones, smartphones, and cellular phones)
      - Printers and scanners
      - Servers
      - Smart accessories (smartglasses and smartwatches)
      - Software and operating systems that work on any device
      - Tablets (e.g., iPad-like devices)
      - Video and/or audio recording equipment
      - Web-enabled devices

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- Workstations
- Other related technology as may be amended in this policy.

9. **Electronic Communication**. A communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular phone, computer, computer network, personal data assistant, or pager. Electronic communications include, but are not limited to, e-mails, text messages, instant messages, and communications made by means of an Internet website, including social media and social networking websites.

10. **Hardware.** The mechanical, magnetic, electronic, and electrical devices comprising a computer system, such as the CPU, disk drives, keyboard, or screen.

11. **Illegal activities.** Violation(s) of local, state, and/or federal laws and regulations as may be amended.

12. **Improper Communication.** Any communication defined as prohibited within this policy; or any communication made outside of a District's acceptable communication platform; or a communication with a minor student, through the use of District or personally owned devices that is not related to school connected activities/assignments and that is made without parental/guardian permission to do so.

13. **Inappropriate Content.** May include photographic images, graphic representations or video materials that include, but are not necessarily limited to: profane, scandalous, pornographic, suggestive or explicit sexual content; harassing messages; abusive, offensive, vulgar, obscene, or otherwise unprofessional content; or content related to chain letters, gambling, wagering, betting or other activity related to a game of chance, trial, contest, or sporting event.

14. **Information Security and Assurance (ISA) Department.** ISA provides and maintains the backbone network, servers, data centers, and connectivity that support District-wide technology use.

15. **Information Systems Division** (ISD). ISD designs, implements, monitors, and manages the District's technology and information resources to support student achievement and efficient operations District-wide.

16. **Integrity.** The principle that assures information remains intact, correct, and authentic. Protecting the integrity involves preventing unauthorized creation, modification, or destruction of information.

17. **Internet.** A vast computer network linking smaller computer networks worldwide.

18. **Media.** A storage vessel for electronic data and information (e.g., hard drive, laptop, CD, tape, thumb drive).

19. **Microblogging.** Blogging done with severe space or size constraints typically by posting frequent brief messages about personal activities.

20. **Mobile Devices.** A general term that includes both: a) mobile computing devices (e.g., laptops, smartphones, or other portable devices that can process data); and b) mobile storage devices (e.g., portable data storage media including, but not limited to, external hard drives, thumb drives, floppy disks, recordable compact discs (CDR/RW), recordable digital videodiscs (DVD-R/RW), iPods, media players, cell phones, smart phones, or tape drives that may be easily attached to and detached from computing devices).

21. **Modem.** An electronic device that makes possible the transmission of data to or from a computer via telephone or other communication lines.

22. **Multimedia Messaging Service (MMS).** A wireless messaging service that is an extension of the SMS protocol and can deliver a variety of media, and enables users to send pictures, videos, and attachments over wireless messaging channels.

23. **Password.** A form of secret authentication data that is used to control access to a resource.

24. **Public information.** All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the District which is not confidential and has not been exempted from public disclosure pursuant to Chapter 119, Florida Statutes, as may be amended.

25. **Public records.** All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the District pursuant to Section 119.011(12), Florida Statutes, as may be amended.

26. **Server.** A computer or device on a network that manages network resources. Examples include file servers (to store files), print servers (to manage one or more printers), network servers (to manage network traffic), and database servers (to process database queries). This includes instructional lab servers, web servers, video servers, and internet proxy caching servers.

27. **Short Message Service (SMS)** - Short message service. SMS is also often referred to as texting, sending text messages or text messaging. The service allows for short text messages to be sent from one cell phone to another cell phone or from the Web to another cell phone. SMS is permitted solely for the purpose of exchanging transitory messages.

28. **Social media.** Forms of electronic communication (as websites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content (as videos). Social media can include text, audio, video, images, podcasts and other multimedia communications. These media provide information from various published sources and allow for interaction through user-generated content.

29. **Standards.** A specific set of practices or procedures to regulate how a system or organization provides services.

30. **Systems.** Includes, but is not limited to, the following: primary systems, integrated voice response/management systems, automatic dialing systems, learning resource management systems, library automation systems, distance learning systems, video capturing, broadcast, receiving and distribution systems, teleconferencing systems, energy management and security monitoring systems, radio systems, image scanners and document management systems, paging and intercom systems, facsimile systems.

31. **Text messaging.** Sending short text messages to a device such as a smartphone, cellular phone, PDA or pager. Text messaging is used for messages that are no longer than a few hundred characters. The term is usually applied to messaging that takes place between two or more mobile devices. Text messaging is permitted solely for the purpose of exchanging transitory messages.

32. **Transitory.** Transitory messages are those intended to communicate information of short-term value. Examples of transitory messages include: reminders about scheduled meetings or appointments; most telephone messages; notifications such as "I will be 10 minutes late," etc. "Transitory" refers to short-term value based upon the content and purpose of the message, not the format or technology used to transmit it. Transitory messages are not intended to formalize or perpetuate knowledge.

33. **User.** One authorized to use the District's technology and information resources.

34. **Virus.** A parasitic software program, equipped with the means of reproducing itself, which spreads throughout a computer or network by attaching itself or infecting other software or diskettes. A worm is a similar program that propagates across a network by making copies of itself.

35. **Wired Network.** A system containing any combination of computers, computer terminals, printers, audio or visual display devices, or telephones interconnected by telecommunication equipment or cables used to transmit or receive information.

36. **Wireless network.** A computing network made up of, but not limited to, computers and access points or repeaters joined by radio communication using a frequency spread-spectrum technology.

37. **Workstation.** Any computer (desktop and portable) used by District staff for work-related duties, to include tablets, printers, scanners, and other peripherals.

38. **Worm.** A self-replicating computer program. It uses a network to send copies of itself to other nodes (computer terminals on the network) and it may do so without any user intervention. Unlike a virus, it does not need to attach itself to an existing program. Worms always harm the network (if only by consuming bandwidth), whereas viruses always infect or corrupt files on a targeted computer.

~~**THE SCHOOL AND DISTRICT TECHNOLOGY USAGE POLICY PROMOTES THE BELIEF THAT TECHNOLOGY SHOULD PLAY A VITAL ROLE IN MEETING THE NEEDS OF STUDENTS AND STAFF IN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA.**~~

~~II. **Overview**~~

~~A. This policy serves the following purposes:~~

~~1. To establish and maintain guidelines and procedures for appropriate technology utilization and infusion in classrooms, schools, and District administrative offices, to better prepare students for the transition from school to work for success in the workplace, and to improve the operations of the District school system;~~

~~2. To protect the District's information assets against accidental or unauthorized disclosure, modification, or destruction and assure the confidentiality, integrity, and availability of District data by applying appropriate physical and technical safeguards, including multi-factor authentication for all District personnel and pre-approval by the IT Division for all software and hardware; and~~

~~3. To comply with all applicable federal, state and local laws, School Board of Broward County (SBBC) policies, and standards governing information technology services.~~

~~II. **No Expectations of Privacy**~~

~~A. Use of technology owned, leased, operated or under the custodial care of the District ("District technology"), constitutes consent to monitoring of such use with no expectation of privacy in the use of the District technology. Such monitoring may occur at any time and without notice. The scope of monitoring is unlimited and all information, including personal information stored on, accessed through, or sent or received with District technology may be monitored, inspected, copied, reviewed, if deemed necessary reported to law enforcement, and removed.~~

~~B. Any information generated with, stored on, sent or received using District technology may be subject to public disclosure pursuant to Florida public records law, listed in Chapter 119 of the Florida Statutes.~~

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~~III.~~ **~~Use Is a Privilege~~**

~~A. Use of District technology is a privilege, it is not a right, and the condition of this privilege is compliance with this policy. This privilege can be denied, suspended, or revoked at any time with or without prior notice. Failure to abide by this policy may result in loss of the privilege to use District technology, restitution for costs associated with damages, and disciplinary and/or legal action.~~

~~IV.~~ **~~Applicability~~**

~~A. This policy applies to information resources which are the materials, tools, and systems used to gather, process, and disseminate information. This includes both the content itself (like books, articles, and data) and the infrastructure and assets needed to manage it (such as personnel, software, and technology).~~

~~B. Information resources refer to items owned, leased, operated or under the custodial care of SBBC; and those under the custodial care of third parties operated on behalf of SBBC regardless of location or device used.~~

~~C. The term information resources also include the procedures, equipment, facilities, software, and data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.~~

~~V.~~ **V. ~~Technology~~ Guidelines**

~~A. Priority of Technology Usage:~~A. The primary objectives of District technology and information resources ~~are provided~~are:

1. To ~~exclusively in s~~support teaching, learning, and operational efficiency. All usage of ~~of the District's commitment to educating all students to reach their highest potential. Use of~~ District technology and information resources must ~~relate directly to~~directly align with one (1) or more of the District's S~~s~~trategic P~~p~~lans and G~~g~~oals; and~~.~~

~~1.~~ 2. To support the ~~Student~~ safety and~~,~~ security of students and staff, in compliance~~and compliance~~ with all applicable laws~~. governing public records are of primary concern and must be considered in the implementation of all technologies.~~

~~2.~~

B. The School Board ~~The School Board of Broward County~~is committed to ~~leveraging~~ utilizing District-approved ~~vetted~~ A~~a~~rtificial I~~i~~ntelligence (AI) tools to enhance teaching, learning, and operational efficiency in meaningful ways while ensuring ethical, secure, and equitable use. All AI applications ~~AI should support students, teachers, and staff in~~

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~~meaningful ways, aligning with BCPS's mission to foster innovation and digital transformation. The District's use of AI~~ must comply with School Board ~~the acceptable use guidelines outlined in~~ Policy 8570 (~~-~~Student Internet Safety)~~.~~

~~B.~~

1. Proper management and use of computer accounts are basic requirements for protecting the District's technology and information resources. All offices that create access accounts for applications, networks, or systems are required to manage the accounts in accordance with the District's Information Security Guidelines and this p~~p~~olicy.

~~1.~~

a. District technology and i~~I~~nformation resources will be accessible to staff, students, parents/guardians, and the community as appropriate, for ~~appropriate~~ permitted use ~~and~~ protected with security measures designed to ~~which~~ prevent, monitor, and detect ~~detect~~ any ~~and monitor unauthorized and inappropriate use.~~ use that is unauthorized and/or inconsistent with this policy.

~~a.~~

b. For employees, a~~A~~ccess to District technology and information resources shall be discontinued upon termination of employment except in applicable situations where continued access is required by ~~SBBC approved~~ agreement(s) approved by The School Board, District policies, or applicable state or federal laws as may be amended.

~~b.~~

C. Student Communication:

~~c.~~

1. All contact and communications with students utilizing District technology and information resources shall be consistent with ~~District~~ School Board policies, ~~and~~ Florida Administrative Code Rule 6A-10.081 (Principles of Professional Conduct for the Education Profession in Florida), and any other applicable state or federal laws, as may be amended.

Upon the District's receipt of appropriate written consent from a student's parent(s)/guardian(s) as required by applicable School Board policy, state, and federal law, a student will be eligible to receive electronic communications from District employees as specifically provided for in that consent. Such electronic communications, whether through the use of District or personally owned devices, shall be prohibited without appropriate parental/guardian consent, if not related to school connected activities or assignments. If a student sends an improper or prohibited electronic communication to a staff member, the staff member shall immediately notify their Supervisor. Upon notification of the improper communication, the Supervisor or Designee shall immediately notify the

parent/guardian of the student and take appropriate action to have the student discontinue the improper electronic communication.~~the Florida Department of Education Rules 6A-10.080, Code of Ethics of the Education Profession in Florida, and 6A-10.081, Principles of Professional Conduct for the Education Profession in Florida.~~

2.

~~1. Upon receipt of specific parent/guardian written permission, students will be eligible to receive electronic communications from District employees in connection with activities outside of classroom/instruction activities.~~

~~2.~~ All forms of ~~inappropriate~~ improper communication with students as defined in Section IV (Definitions) of this policy are prohibited. A violation of this section by a staff member may result in appropriate corrective or disciplinary action. ~~. For the purposes of this Policy, inappropriate communications are defined as any communication which is:~~

3.

4. Social media communication between a staff member and student shall be prohibited.

5. A staff member is prohibited from posting, sharing, or tagging photos, videos or identifiable information of students on personal social media accounts to protect student privacy, comply with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 C.F.R. Part 99), and ensure safety. All educational content sharing must occur exclusively through official District-approved channels with documented parental/guardian consent. A violation of this section by a staff member may result in appropriate corrective or disciplinary action.~~Harmful to students;~~

~~a. Inconsistent with District policies, federal, state and local laws, codes, rules and regulations; or~~

~~b. Involving a minor student that is unrelated to school-connected activities/assignments and that is made without parent/guardian permission to do so.~~

D. Smartphone/Cellular ~~Cell~~ Phone Usage:

~~D.~~ 1.

Consistent with Section IV (Definitions) of this policy, any smartphone or cellular phone that is owned, leased, or managed by the District ~~All District-owned cell phones are~~ is required to capture and archive SMS/MMS ~~text~~ messages sent and received using the devices.

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2. Any smartphone or cellular phone that is owned, leased, or managed by the District ~~All District-owned devices~~ will use ~~Short Message Service/Multimedia Messaging Service (~~SMS/MMS~~)~~ or approved software applications.

3. Use of a personally owned device to conduct District business is subject to the same capturing and archival of data as devices that are owned, leased, or managed by the District.

~~1. All District-owned devices will use Short Message Service/Multimedia Messaging Service (SMS/MMS) or approved software applications.~~

~~2. Any District business conducted using a personally owned device is subject to the same capturing and archival of data as District-owned devices.~~

4. Information will be archived in accordance with Chapter 119, Florida Statutes, as worded and may be amended.

~~3. Chapter 119 of the Florida Statutes.~~

5. ~~SBBC~~ District employees or individuals who are otherwise serving as an agent or are working on behalf of ~~SBBC~~ the District who are issued a District~~n SBBC~~ owned, leased, or managed, ~~-~~smart/cellular device must submit a signed Cellular Device Acceptable Use Agreement to ~~SBBC's~~ the Information Systems Division and adhere to the Cellular Telephone Access and Usage Business Practice Bulletin.

~~4.~~

E. Safeguarding District Data:~~:~~

~~E.~~

1. The District shall create and maintain an accurate inventory of information resources for safeguarding purposes.

F. Unacceptable use of District technology and information resources:

1. Creating, communicating, downloading, viewing, storing, streaming, copying, or transmitting inappropriate content that is sexually explicit, obscene, hate-oriented, harassing, threatening, including discriminatory or offensive jokes or cartoons,

2. Engaging in libel, slander, vandalism, harassment, theft, plagiarism, unauthorized access, breach, or other illegal activities.

3. Harassment, cyberbullying and cyberstalking pursuant to School Board Policy 5900 (Anti-bullying).

4. Dating Violence or Abuse pursuant to School Board Policy 5010 (Prohibition Of Student Dating Violence Or Abuse).

5. Gambling.

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6. Promoting or endorsing outside business ventures or profit-making ventures (e.g., operating a business or pursuing non-District employment activities with the District's technology and information resources. This includes any compensated outside employment.

7. Using an identity or password other than the user's own.

8. Unauthorized destruction or corruption of District technology and information technology data resources, which includes intentionally spreading computer viruses, vandalizing data, infiltrating systems, damaging hardware or software, or in any way degrading, interfering or disrupting the use of District network, applications or telecommunications systems, or those belonging to external entities.

9. Unauthorized sharing of District information or software not authorized for disclosure or use by others, to include peer-to-peer file sharing.

10. Failure to adhere to the rules of copyright regarding software information, and the attribution of authorship. Posting or re-posting any content or material protected by copyright or other intellectual property laws without the author's permission and/or without proper attribution is prohibited.

11. Use that could generate or result in an unauthorized charge or expense to the District, including use of District email to register for accounts to utilize "free" online services.

12. Activities that consume excessive resources, such as:

    a. Downloading streaming video or audio files for amusement or entertainment purposes;

    b. Creating or transmitting personal mass mailings or spam; or

    c. Downloading or sending large personal files via e-mail.

13. Use of District e-mail addresses in a manner that may give the false impression that an individual's otherwise personal communication is authorized by or represents the opinion of The School Board. This includes use of an individual's title or the name of a District department/office when using a social media site, blog, wiki, video or other file sharing site, or other website or web service for personal reasons.

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14. Engaging in any communication involving a minor student which is: a) harmful to the student; b) inconsistent with School Board policy(ies) and/or applicable federal, state, local laws, codes, rules and regulations; or c) unrelated to the affected student's school-connected activities/assignments and is made without the student's parent or guardian's written authorization.

15. Engaging in any activity that would bring disrepute to The School Board or violate School Board policy or any applicable federal, state, or local law as may be amended.

16. Any violation of School Board Policy 8570 (Student Internet Safety).

The preceding examples of unacceptable use of District technology and information resources may not be all encompassing and may be modified to accommodate changes and advancements in technology.

~~1.~~

VI. Security Monitoring:

~~VI.~~

A. ~~SBBC's~~ The District's network and telecommunication services shall be properly monitored and, to the extent technically possible, users of school-sponsored telecommunication services and networks shall be protected from inappropriate content, as well as harassing, unsafe, unwanted, or unsolicited contact.

~~A.~~

B. Although the District takes precautions to restrict access to inappropriate content ~~or offensive materials~~ by using network firewalls, software controls, and various filters that comply with the Children's Internet Protection Act (CIPA), controlling the quality of all materials that might be accessed is not possible. The District does take steps to actively block visual and/or auditory depictions of inappropriate content ~~of material deemed obscene, violent, pornographic, or any other digital material~~ deemed harmful to minors.

VII. System Development, Deployment and Management

~~VII.~~

A. All District technology and information resources must adhere to the Information Security Guidelines.

~~A.~~

B. District t~~T~~echnology and information resources are ~~is~~ kept current through replacement or upgrade based on a life-cycle process.

~~B.~~

C. Professional development is provided to teachers, staff, and administrators to ensure effective implementation and use of District technology and information resources.

~~C.~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

D. Schools and departments must use the ~~the~~ technology that ~~follows~~ adheres to District device standards as approved and implemented by the Information Systems Division.~~.~~ In cases where a school or department requires a device that is not within District standards, a technology waiver may be submitted by the appropriate staff member and the proposed system will be evaluated by the Information Systems Division.~~.~~

~~VIII.~~ VIII. Implementation

A. The Superintendent will direct staff to:

1. Consult and collaborate on a continuing basis with education, business, community, and government groups locally, regionally, and nationally.
   ~~1.~~
2. Identify student competencies in using technologies to access, analyze, apply, and communicate information.
   ~~2.~~
3. Identify staff competencies in integrating and applying information technologies in instruction and management and incorporate these competencies as part of the evaluation process.
   ~~3.~~
4. Identify educational management tools to be acquired and implemented.
   ~~4.~~
5. Establish and continually update an ongoing staff development program to support technology usage and integration.
   ~~5.~~
6. Establish baseline standards to ensure all schools and offices have adequate, appropriate, and up to date hardware, software, and communications capabilities as rapidly as resources permit.
   ~~6.~~
7. Review and/or establish guidelines as needed on copyright, acceptable use, and other ethical use policies.
   ~~7.~~
8. Identify, document, and evaluate core processes that need improvement or re-engineering to maximize the productivity and educational benefits from technology investments.

B. The Information Security and Assurance (ISA) Department shall have authority to implement guidelines, ~~-~~business practice bulletins, and/or procedures necessary to implement a successful information security program in compliance with this ~~Policy~~policy.

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Policy Custodian: Information Systems Division (ISD)
Former Policy Number: 5306
Policy Status: Active
Authority: F.S. §§ 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2)~~1001.41~~, 1001.43(2), 1001.42(29), and 1001.43(29); The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 C.F.R. Part 99); Children's Internet Protection Act, (CIPA), 15 U.S.C. § 6501-6506, 47 C.F.R. § 54.520.
History: Adopted 8/6/~~19~~96 Amended: 2/17/~~19~~98, 12/15/~~19~~98, 5/1/~~20~~01, 3/4/~~20~~03, 4/29/~~20~~03, 1/18/~~20~~05, 8/3/~~20~~10, 5/30/~~20~~12, XX/XX/~~202~~56

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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief Information Officer

Agenda Item Number:	PP-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 8510: Technology Advisory Committee

REQUESTED ACTION:

Approve the revised Technology Advisory Committee Policy 8510 (previously Policy 5306.1), which establishes the committee's purpose as providing strategic input and advice on technology used throughout the School District, with membership that includes School Board member appointees, District personnel, District students, and community members. District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 8510 Draft

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Trey Davis	Phone:	754-321-2607
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Trey Davis
Title: Chief Information Officer
Phone: 754 – 321 - 2607

EXECUTIVE SUMMARY

School Board Policy 8510 – Technology Advisory Committee

Board Meeting Date: June 9, 2026

Requested Action: Approve the revised Technology Advisory Committee Policy 8510 (previously Policy 5306.1), which establishes the committee's purpose as providing strategic input and advice on technology used throughout the School District, with membership that includes School Board member appointees, District personnel, District students, and community members.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member:	Districtwide
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Not applicable
If the School Board votes "Yes"	• Clearer governance and accountability as the policy formally defines TAC's purpose, scope, and limits. • Stronger, better-informed technology decisions • Broader stakeholder representation which improves inclusiveness and helps surface operational impacts earlier.
If the School Board votes "No"	• There will be less structured, consistent Board-connected input on technology decisions • Less stakeholder representation which is a key lever for inclusive input on districtwide technology and procurement decisions
Alignment to the 2027 Strategic Goals and Guardrails	• Equity and Accountability
Measurable Outcome(s)/Return on Investment	• Recommendations adopted by TAC that led to price reductions, added value, or risk mitigation • Ensure stakeholder input is represented for major technology procurement/implementation brought

	to TAC as reflected in meeting minutes and/or TAC recommendations.

Background/History

The Technology Advisory Committee (TAC) was originally established under Policy 5306.1 and later renumbered/converted to Policy 8510 as part of the District's policy reformatting and rulemaking update process. The School Board adopted Policy 5306.1 – Technology Advisory Committee on 10/6/2020, formally establishing TAC's purpose (strategic input on district technology, including procurement) and basic governance elements such as membership structure, quorum, and meeting expectations. This is essentially the same committee governance policy, updated and reorganized under the newer numbering/format. Information Systems Division (ISD) and stakeholders conducted a structured review cycle (internal edits, TAC input, and legal sufficiency review) to make the policy more concise, coherent, less duplicative, and more aligned with ISD operations and TAC recommendations, culminating in the rulemaking path and a Board action date of 6/9/2026.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement: N/A
No funding impact

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A		

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
	N/A			
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
	N/A			

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	• More school-based voice in procurement decisions • More predictable communication and coordination helping schools receive more consistent guidance when multiple central offices are involved. • There is an expectation for school-based representatives to report back and communicate with their appointing group.
School Selection /Prioritization	• Four (4) Teacher representatives appointed by the four (4) level chairs (Elementary, Middle, High, and Center Non-Traditional Schools) • Three (3) school-based administrators appointed by the Office of Teaching and Learning
Community/ Stakeholder Engagement	• ISD internal edits, TAC input, and legal sufficiency review
End-User Input	• TAC review and input
Technology/Capital Expected	N/A

Lifecycle/Replacement Cycle	

Additional Backup:

Policy 8510 – Technology Advisory Committee

~~Policy # 5306.1~~

Policy NO. 8510

TECHNOLOGY ADVISORY COMMITTEE

~~A BROWARD COUNTY SCHOOLS TECHNOLOGY ADVISORY COMMITTEE SHALL BE ESTABLISED.~~

THE PURPOSE OF THIS POLICY IS TO CREATE A TECHNOLOGY ADVISORY COMMITTEE TO PROVIDE STRATEGIC INPUT AND ADVICE ON TECHNOLOGY USED THROUGHOUT THE SCHOOL DISTRICT. THE MEMBERSHIP WILL INCLUDE REPRESENTATION FROM SCHOOL BOARD MEMBER APPOINTEES, DISTRICT PERSONNEL, DISTRICT SCHOOL STUDENTS, AND THE COMMUNITY.

I. Purpose

A. The Technology Advisory Committee ("TAC") will:

1. Provide strategic input, advice, assistance, and recommendations in the procurement of technology.
2. Ensure alignment with Mission and Goals of The School Board of Broward County, Florida (:SBBC") along with all documents that govern the use of technology in the ~~*Broward County Public School (BCPS) system~~ School District of Broward County, Florida ("School District").
3. Maintain strategic relationships/communications with all ~~BCPS~~ School District departments and divisions involved in systemic technology related initiatives and procurements, as identified in School District flowcharts.
4. Play a ~~significant~~ role in the planning and evaluation of current and new technology initiatives, especially those related to all documents that govern the use of technology in ~~BCPS (i.e. District Technology Strategic Plan) in order~~ the School District to provide recommendations to The School Board of Broward County, Florida.

II. Membership

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~a. Voting Membership~~

~~i. The Committee shall be representative of the ethnic and gender diversity of the school's/district's student population. All members should have an expertise in technology and its uses and issues related to technology. The requirement of "expertise in technology" shall be satisfied as set forth below:~~

~~A. 1–Information & Technology representative will be elected/appointed by Information and Technology~~

~~B. 1–Office of Communications representative will be elected/appointed by the Office of Communications.~~

~~C. 1–Procurement & Warehousing Services representative will be elected/appointed by Procurement & Warehousing Services.~~

~~D. 2–Office of Academics representatives will be elected/appointed by Office of Academics.~~

~~E. 1–Facilities & Construction Management representative will be elected/appointed by Facilities & Construction Management.~~

~~Page 2 of 4~~

~~F. 3-Teacher representatives. (The four (4) Level Chairs will be jointly responsible for electing/appointing the teachers for this representation.)~~

~~G. 1–Professional Development Standards and Support representative will be elected/appointed by Professional Development Standards and Support.~~

~~H. 2–Union representatives. Two representatives from the Broward Teachers Union (BTU) will be elected/appointed by BTU. These representatives may be from different organizational units within BTU.~~

~~I. 3–School District Administrators or designee(s) (Office of School Performance and Accountability (OSPA) will be responsible for electing/appointing the administrators for this representation.)~~

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~~J. 9–Board member representatives. Each Board Member will appoint one representative.~~

~~K. 1–Diversity Committee representative will be elected/appointed by the Diversity Committee.~~

~~L. 4–District Advisory/Parent Representatives consisting of the following where each organization has the responsibility of electing/appointing its representative:~~

~~a. 1–District Advisory Council representative~~

~~b. 1–Exceptional Student Education Advisory Council representative~~

~~c. 1–English Speakers of Other Languages Leadership Council representative~~

~~d. 1–Gifted Advisory Council representative~~

~~M. 2 - Students will be elected/appointed by Student Government.~~

~~N. 1 – Safety and Security representative appointed by the Division of Safety and Security.~~

A. Membership of the ~~Technology Advisory Committee~~ TAC shall be as follows:

1. Membership. TAC shall be representative of the ethnic and gender diversity of the school's/district's student population and of Broward County as well as being specified in the Bylaws. All members should have expertise in technology and its uses and issues related to technology.
2. Each department may appoint representatives to serve on TAC. Departments are not required to send the same representative to all meetings. When applicable, if a School District employee is appointed to TAC, Temporary Duty Authorization("TDA") funding needs to be secured for the School District employee to attend TAC meetings on a monthly basis.
3. Each member of TAC is subject to The Sunshine Law and may not discuss with another committee member any matter or issue that may foreseeably come before TAC for its consideration except during a publicly noticed meeting conducted in compliance with SBBC's governing laws, rules and policies.

4. Each member of TAC is a public officer per School Board Policy 1070 and as defined in Sections 112.313(1) and 112.3143(1), Florida Statutes, which are part of the Florida Code of Ethics for Public Officers and Employees. Each School District liaison or facilitator to TAC shall complete the School District's ethics training prior to providing support to TAC.
5. Each TAC committee member will have access to an orientation package that includes:
    a. TAC's establishing Policy
    b. TAC's Bylaws,
    c. A sample Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers (Commission on Ethics Form 8B),
    d. A sample Disclosure of Business Transaction, Relationship, or Interest (Commission on Ethics Form 4A), and
    e. Access to School Policy 1070

B. The TAC members will include the following representatives:

1. One (1) representative will be appointed by the Information Systems Division.
2. One (1) representative will be appointed by the Office of Communications & Legislative Affairs Officer.
3. One (1) representative will be appointed by Procurement and Logistic Operations.
4. Two (2) representatives will be appointed by the Office of Academics.
5. One (1) representative will be appointed by Facilities & Construction Management.
6. Four (4) representatives, all of which will be School District Teachers, will be appointed by the four (4) Level Chairs (Elementary, Middle, High, and Center Non-Traditional Schools).
7. One (1) representative will be appointed by Professional Learning and Development.
8. One ((1) representative will be appointed by the Broward Teacher's Union (BTU).
9. Three (3) representatives, all of which will be school-based administrators, will be appointed by the Office of Teaching and Learning.
10. Nine (9) representatives will be appointed by a School Board Member. Each School Board member will appoint one (1) representative

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11. One (1) representative will be appointed by the Diversity Committee.
12. One (1) representative will be appointed by the District Advisory Council.
13. One (1) representative will be appointed by the Exceptional Student Education Advisory Council.
14. One (1) representative will be appointed by the English Speakers of Other Languages (ESOL) Leadership Council.
15. One (1) representative will be appointed by the Gifted Advisory Council.
16. Two (2) representatives, both of which must be BCPS students, will be appointed by the Student Government.
17. One (1) representative will be appointed by the Safety, Security, and Emergency Preparedness (SSEP) Division.

~~b. Non-Voting Membership~~

~~i. In addition to the Committee's voting members:~~

~~ii. The Chief Information Officer or designee shall attend all TAC General Meetings in a non-voting capacity.~~

~~iii. One non-voting staff person or designee will work with the Chair on setting the agenda and conducting the business of the Committee.~~

III. TAC Support Resources

A. The following personnel are not members of the TAC for any purposes including The Sunshine Law, but shall provide administrative support and guidance to the Committee:

1. The Chief Information Officer, or their designee, shall attend all TAC General Meetings to provide administrative support and/or guidance.
2. One (1) School District staff person will serve as School District liaison and work with the Chair on setting the agenda and conducting the business of TAC.
3. Each Director of a School District department who assigns a liaison to TAC will ensure that:
   f. All TAC meetings and subcommittee meetings are publicly noticed in accordance with applicable laws, rules; and policies;
   g. Supporting meeting materials are available and provided to TAC members at least seven (7) calendar days in advance

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of the scheduled TAC meeting or TAC subcommittee meeting; and

h. Notice of TAC meetings should be submitted and placed on the School District calendar.

i. The School District staff person serving as School District liaison to TAC will work with the Chair on setting the agenda and conducting the business of TAC.

IV. Term of Membership

A. Length of Term: No term limits shall be imposed upon any individual's service as a member of the ~~TECHNOLOGY ADVISORY COMMITTEE~~ TAC.

1. ~~Technology Advisory Committee~~ TAC members shall be ~~elected/~~appointed for one (1) year and may be ~~elected/~~appointed for additional terms as per School Board Policy ~~1.7~~ 1070. Appointment of School Board member representatives to TAC will be made pursuant to School Board Policy 1070 and this policy.
2. A TAC member's term of appointment shall begin July 1st and end on June 30th of the following calendar year, or as directed by School Board action. Each ~~designated~~ group designated ~~listed~~ in ~~Section 1 (Voting Membership)~~ Part II (Membership) shall ~~elect or~~ appoint its representative to ~~this committee~~ TAC no later than August 31st of the current year.
3. Any TAC member may resign by filing a written resignation addressed to the TAC Chair ~~of the Technology Advisory Committee~~. A TAC member position becomes vacant effective upon the date of resignation.
   ~~ii. Any member may resign by filing a written resignation addressed to the Chair of the Technology Advisory Committee.~~
4. Any vacancy ~~of the Technology Advisory Committee~~ upon TAC's membership will ~~shall~~ be filled for the remainder of the unexpired term through appointment~~/election~~ by the ~~electing/~~appointing body or agency which member represents. Each new TAC member shall receive training as stated in ~~Policy 1.7~~ School Board Policy 1070. The ~~Technology Advisory Committee~~ TAC members will elect a Chair from the ~~full~~ TAC members ~~membership~~ in good standing to a term of one (1) year.
5. ~~A quorum is the minimum number of members who must be present at a meeting for business to be conducted and for voting to take place. A quorum for the Technology Advisory Committee is met if more than half of the voting members (referenced above in Section B.1.a.i) are physically present.~~

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6. Each TAC ~~Committee~~ member must sign a Conflict-of-Interest form prior to serving on TAC ~~the Committee~~.
7. Each TAC member must complete the School District training program to be considered a member in good standing.

B. Removal of TAC Members Other than School Board Appointees.

1. In the event that the actions, conduct or circumstances of a committee member other than a School Board Member appointee are found to conflict with applicable law, rules, School Board Policies and/or TAC bylaws, the Superintendent may recommend the removal of that TAC member from office for the current year and/or one additional year.
2. The Superintendent shall provide the TAC member, any entity represented by the TAC member, and the TAC Chair with written notice of such proposed TAC member removal.
3. The notice shall specify all grounds for which removal of membership is proposed. The proposed TAC member removal shall be placed upon an agenda of a TAC meeting, and all sides shall be heard upon the proposed removal. By an affirmative vote of two-thirds of all the TAC members, TAC may choose to suspend or remove a TAC member.
4. Section 112.313(3), Florida Statutes, prohibits public officers (including TAC members) when acting in a private capacity, from renting, leasing or selling any realty, goods, or services to the public officer's own agency (SBBC).
5. Each TAC member must regularly communicate with his/her appointing group to provide updates about TAC discussions or motions and to exchange views upon relevant issues.

V. Election of Officers

A. TAC officers shall be elected by the TAC members in good standing.

B. TAC shall annually elect a Chair, Vice Chair and Recording Secretary, or someone designated to record minutes unless that function is being performed for TAC by support staff provided by the School District. The Chair may not be a School District employee.

C. TAC shall have the authority to annually elect its officers to serve up to four (4) consecutive one-year terms. Thereafter, a TAC appointee or member may not serve as TAC Chair for a period of two (2) years following the conclusion of their term as chair. (See School Board Policy 1070)

D. A two-thirds (2/3) majority vote of the TAC members in good standing in attendance is required to extend any chairperson's term.

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VI. Duties of Officers

A. The TAC Chair shall preside at all TAC meetings and will be an *ex-officio* member of all TAC subcommittees except for the nominating committee. The TAC Chair shall appoint the chairperson of each subcommittee. The Chair will prepare an agenda at least seven (7) calendar days in advance for all TAC meetings and subcommittee meetings. A copy of the agenda shall be provided to anyone who requests the same.

B. The Vice-Chair shall preside at all TAC meetings in the absence of the Chair. The Vice-Chair will assume the office and duties of the TAC Chair in the event that the office becomes vacant, until TAC fills such a vacancy at the next meeting.

C. The Recording Secretary shall ensure that minutes of meetings are accurately recorded unless the duties and functions of that office are fulfilled by a designated School District employee. The Recording Secretary (if one is elected) shall assume the office and duties of the Vice-Chair, if that office becomes vacant, until the next TAC meeting. If the offices of both the Chair and the Vice Chair should become vacant and there is no Recording Secretary, the School District Liaison shall temporarily assume the office of the Chairat the next TAC meeting until the TAC members in good standing present at that meeting fill such vacancies through an election as set forth in the bylaws.

VII. Quorum for the Conduct of Committee Business.

A. The presence at the TAC meeting's published location of a majority of the number of committee members either by physical or remote participation as specified in TAC's establishing policy or bylaws shall constitute a quorum for the transaction of business; provided, however, that the TAC members constituting a quorum are all in good standing.

B. Whenever for any reason a vacancy exists in TAC's membership, a quorum shall consist of a majority of the remaining filled TAC membership positions until such time as the vacancy has been filled.

C. A quorum must be present physically or remotely at the TAC meeting location identified in the TAC meeting notice for TAC to conduct any business or to vote upon any matter.

D. If TAC fails to establish a quorum at a properly noticed meeting, the meeting may be adjourned or may become an informational meeting only. TAC member attendance will be recorded, but no motions will be considered, or votes taken as per Policy 1070, Article IX,G, "District Committees and Their Membership", which may be found on the District Advisories and Committees website.

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VIII. Duties

A. The ~~Technology Advisory Committee~~ TAC will:

1. Provide strategic input, advice, and assistance in the procurement of technology in accordance with the School and District Technology Usage Policy ~~(5306)~~.
2. Receive feedback about the acceptance (or non-acceptance) of all ~~its~~ recommendations, and the need for possible revisions, from the Chief Information Officer, within a specified time established by TAC.

~~Play a strategic role in district and department processes, and will be positioned in the district's flowcharts regarding technology initiatives.~~

3. Be identified on applicable technology reviews providing an advisory role in School District technology related initiatives.
4. Be actively involved in the planning for existing and new systemic technology initiatives, including those ~~related to all~~ initiatives to create or modify documents that govern the use of technology in the ~~BCPS (i.e. District Technology Strategic Plan)~~ School District. ~~This will include planning for the modification of the documents that govern the use of technology in BCPS (i.e. District Technology Strategic Plan), and align to the timeframe of the Broward County Public School District Strategic Plan.~~
5. Develop an annual report of the ~~of the accomplishments of its~~ progress toward TAC's current goals and provide projected goals for the following year. These goals will align with ~~both~~ the ~~District Strategic Plan and District Technology Plan~~ School District's Strategic Plan.
6. Act in an advisory capacity only and will not conflict with any of the powers and duties reserved by law, ~~policy, or administrative guidelines~~ rule, or School Board policy to the ~~School Board~~ SBBC or the Superintendent of Schools.

IX. Meetings and Attendance

A. ~~The Technology Advisory Committee~~ TAC ~~shall~~ will meet regularly once a month during the school year except as otherwise provided by School Board Policy 1070.

1. ~~The Technology Advisory Committee~~ TAC must conduct its meetings in accordance with the Florida Sunshine Law; Roberts Rules of Order, Newly Revised; and SBBC's governing laws, rules and School Board policies.
2. Any TAC member who misses three (3) consecutive meetings or has four (4) absences ~~in one calendar year~~ during the school year

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of the TAC member's appointment shall be removed from TAC. The individual/group that originally appointed/elected the ~~affected~~ removed member shall appoint/elect a replacement to ~~the~~ TAC.

3. All ~~Technology Advisory Committee~~ TAC meetings must be scheduled and officially advertised in advance in compliance with applicable law.
4. Special meetings shall be scheduled for at least three (3) calendar days in advance.
5. Minutes of TAC meetings and subcommittee meetings will be promptly recorded, maintained, and available to the public.
6. TAC Meeting Sign-in Sheets will be forwarded to the Chief Communications & Legislative Affairs office or her/his designee registering the attendance record of School Board Members' appointees.

X. APPROVED COMMITTEE MOTIONS.

A. Approved TAC motions requiring a response by assigned staff/department(s) shall be sent in writing by TAC chair to TAC's School District liaison and to the Chief Communications & Legislative Affairs or designee at advisory.committeecorrespondent@browardschools.com.

B. Approved motions shall be catalogued by School District staff. Appropriate School District staff shall respond in writing to such approved motions within twenty-one (21) business days after their receipt by the Chief of Staff/designee, copied to TAC's liaison/facilitator and TAC's chair.

C. The Chief Communications & Legislative Affairs or her/his designee will provide School Board Members with a quarterly summary of School District responses to approved TAC motions.

XI. COMMITTEE BYLAWS.

A. TAC will establish bylaws utilizing the current standard template approved by The School Board. TAC may only modify those areas of the bylaws template that are not restricted by the provisions of this policy or by School Board Policy 1070 – District Committees and their Membership.

Policy Custodian: Information Systems Division (ISD)
Former Policy Number: 5306.1
Policy Status: Active
Authority: Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1), (2) and (5), 1001.42(29), and 1001.43(2), Florida Statutes.
History: Adopted 10/6/2020 Amended: XX/XX/2026

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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief Information Officer

Agenda Item Number:	PP-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 8540 - Educational Records: Transfer, Retention, and Disposal

REQUESTED ACTION:

Approve the revised Policy 8540 (previously 5100.2) outlining the processes for transferring, retaining, and disposing of educational records. District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 8540 Draft

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Trey Davis	Phone:	754-321-2607
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Trey Davis
Title: Chief Information Officer
Phone: 754 – 321 - 2607

EXECUTIVE SUMMARY

School Board Policy 8540 - Educational Records: Transfer, Retention, and Disposal

Board Meeting Date: June 9, 2026

Requested Action: Approve the revised Policy 8540 (previously 5100.2) outlining the processes for transferring, retaining, and disposing of educational records.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member:	Districtwide
School Board Policy Requirement	• The District needs to comply with the laws and rules governing educational records and we meet that obligation by adopting a policy like 8540.
Statutory Requirement	• FERPA — 20 U.S.C. § 1232g • FERPA regulations — 34 C.F.R. Part 99 • F.S. § 1002.22 • F.S. § 119.07 • F.A.C. Rule 6A-1.0955 • F.A.C. Rule 1B-24.003
If the School Board votes "Yes"	• Confirmation our procedures are aligned to FERPA, state student-records requirements, public-records handling, and Florida records retention rules. • Codifying timelines and controls • Offers consistent district-wide practice and one uniform standard for schools and departments.
If the School Board votes "No"	• Higher compliance exposure (FERPA and state rules) • Inconsistent record transfers across schools • Weaker retention and disposal controls • Reduced accountability and defensibility • Student impact and service delays
Alignment to the 2027 Strategic Goals and Guardrails	• Equity and Accountability
Measurable Outcome(s)/Return on Investment	• Record transfer timelines • Record transfer completeness and quality

	• FERPA disclosure log compliance • Retention and disposal compliance of schools aligned to the latest Records Disposition Request (RDR) • Operational efficiency in resolving record – transfer issues.

Background/History

Policy 8540 (formerly Policy 5100.2) has a long history because it sits at the intersection of (1) student-record privacy and access and (2) records retention/disposition—two areas that have been repeatedly updated by federal/state requirements and by district operational changes. In the 1969 adoption the District formalized standard handling for student cumulative folders, transfer procedures, local retention, and controlled disposal. FERPA (1974) created national rules for access/disclosure of educational records. Future updates corresponded to tightening procedures around standardized retention schedules (GS7), movement toward electronic student information systems, and clearer handling of specialized records (ESE, psychological records, and health documentation). This revision is a result of the BCPS rule-development refresh and specifically repeals outdated language, update procedures and processes, and align with Florida Statutes. This revised policy reflects newer expectations and explicit FERPA disclosure log practices.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement: N/A No funding impact		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A		

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
	N/A			

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
	N/A		

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	• Faster, standardized record transfers which impact front office and registrar workload • Clear expectation on what must be included in transfers (more complete packets) • FERPA Disclosure Log becomes a routine compliance task • Retention and storage duties stay at the school longer • Additional requirements for ESE records
School Selection /Prioritization	• District-wide
Community/ Stakeholder Engagement	• N/A

End-User Input	• N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	• N/A

Additional Backup:

Policy 8540 – Educational Records: Transfer, Retention, and Disposal

~~STUDENT RECORDS: TRANSFER, RETENTION AND DISPOSAL~~

Policy NO. 8540

EDUCATIONAL RECORDS: TRANSFER, RETENTION, AND DISPOSAL

~~POLICY 5100.2 DEFINES THE PROCESS FOR TRANSFERING, RETAINING AND DISPOSING OF STUDENT RECORDS. POLICY 5100.1 DEFINES STUDENT RECORDS, DESCRIBES PARENTS' AND STUDENTS' RIGHTS RELATED TO EDUCATIONAL RECORDS, PROVIDES DIRECTION REGARDING THE PROCESS FOR REVIEWING AND AMENDING EDUCATIONAL RECORDS, INDICATES WHEN WRITTEN CONSENT IS NEEDED PRIOR TO RELEASING INFORMATION, AND SPECIFIES THE RECORD KEEPING REQUIREMENTS RELATED TO RECORD REQUESTS AND DISCLOSURES.~~

~~AUTHORITY: U.S. CODE (20 USC 1232G)~~
~~CFR FOR TITLE 34, PART 99~~
~~F.S. 119.07 and F.S. 1001.41~~
~~F.S. 1002.22~~
~~POLICY ADOPTED: 11/13/69~~
~~POLICY READOPTED: 9/5/74~~
~~POLICY AMENDED: 4/21/77; 10/5/78; 8/20/96; 1/12/99, 4/20/04~~

~~RULES~~
THIS POLICY OUTLINES THE PROCESSES FOR TRANSFERRING, RETAINING, AND DISPOSING OF EDUCATIONAL RECORDS.

I. Transfer of Educational Records ~~to schools in which a student seeks to enroll:~~

A. General ~~P~~procedures for Requests to Transfer Records

1. ~~Educational records are defined in Policy 5100.1.~~ Psychological and Exceptional Student Education (ESE) files are considered part of a student's records and shall be transferred in the same manner as other ~~student~~ education records. ~~(See item I.C. regarding transfer of school safety team screening/assessment records.)~~

2. Requests ~~to~~ for the transfer ~~student~~ of K-12 education records~~,~~ received from ~~other~~ the new school~~s~~ ~~or post-secondary~~ district shall occur within three (3) school days of receipt. These include institutions in which a student seeks or intends to enroll,

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

regardless of whether that institution is public or private~~, must be honored in a timely manner~~. The transfer of records shall not be delayed for non-payment of a fee or fine assessed by the school.

B. Prior written consent for transfer is not required in the following situations**:**

1. ~~Transfer of Educational Records within Broward County Public Schools.~~ Intra-District Transfers (K-12) - (Excludes Charter Schools)

a. Records of students withdrawing from a ~~one~~ Broward County Public Schools ~~public~~ (BCPS) district school and enrolling in another ~~Broward County public~~ BCPS district school shall be transferred to the receiving school ~~upon request of the receiving school.~~ within three (3) school days of the request, or immediately if the request is made by a parent. Schools will not withhold enrollment because of lack of registering documentation. The same rule applies to records of students promoted from elementary school to middle school or from middle school to high school within the Broward County Public School system.

~~2. Transfer of Educational Records of Promoted Students Within Broward County Public Schools~~

~~Records of students promoted from elementary school to middle school or from middle school to high school within Broward County Public Schools shall be transferred to the receiving school.~~

2. Transfers (K-12) to Charter Schools, Private Schools, Schools out of County, Schools out of State

a. District school shall retain the original records for all transfer of records for elementary, middle, and high school (K-12).

b. Within three (3) school days of receipt of a request for educational records from a school outside of the Broward County Public Schools system, the sending principal shall forward copies of the requested records to include, but not limited to: grades, testing, health, verified reports of serious or recurrent behavior patterns, including Behavior Threat Assessments, intervention services, monitoring plans, psychological evaluations, therapeutic treatment plans, notes, etc. to the receiving school. All original records shall be kept at the school until notification is received from the Information Systems Division Records Retention Department.

c. Upon request, parents are entitled to the original H680 Certificate of Immunization form.

~~3. Transfer of Elementary Student Educational Records to Schools That Are Not Broward County Public Schools~~

~~Upon receipt of a request for educational records from a school outside the Broward County Public Schools, the transferring principal shall forward the student's educational records to Records Retention for archiving. Records Retention will forward the educational records to the requesting school. Upon request, parents are entitled to the original H680 Certificate of Immunization form. The school shall include a copy of the H680 form with the records forwarded to Record Retention. (See additional procedure for retention of records for transferring ESE students.)~~

3. Disposition of educational records for promoted students who do not enroll in the school to which they were promoted
   a. Records of students who fail to enroll in the middle school or high school to which they are promoted shall be returned in October of each school year to the school last attended in Broward County.
   b. If a request for education records is received from a school outside of the Broward County Public Schools for a student who has not enrolled but whose records the school is holding, that school shall be responsible for forwarding the records of that student to the requesting school following the procedures for transfer of records in Section 2 above.

~~4. Transfer of Middle and High School Student Educational Records to Schools That Are Not Broward County Public Schools~~

~~Upon receipt of a request for educational records from a school outside the Broward County Public Schools, the sending principal shall send a copy of the student transcript to the requesting school. Upon request, parents are entitled to the original H680 Certificate of Immunization form. The school shall maintain a copy of the form with the student's records. (See additional procedure for retention of records for transfer ESE students.)~~

~~5. Transfer and Retention of Records of Charter School Students~~

~~Broward County charter schools are Broward County Public Schools, and the transfer and retention of records for charter school students shall be handled in the same manner as for other public school students.~~

~~B. Disposition of Educational Records for Promoted Students Who Do Not Enroll in the School To Which They Were Promoted~~

~~Records of students who fail to enroll in the middle school or high school to which they are promoted shall be returned in October of each school year to the school last attended in Broward County. If a request for student records is received from a school outside of the Broward County Public Schools for one of the students who has not enrolled but whose records the school is holding, that school shall be responsible for forwarding the records of that student to the requesting school following the usual procedures for transfer of records.~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

C. Inclusion of School Safety Team Screening/Assessment Records When Transferring Records

School Safety Team Screening/Assessment Records are considered educational records but are kept in a separate file maintained by an administrator designated by the principal. For students transferring within the district or changing schools due to promotion, the sending school's principal/designee shall forward the School Safety Team Screening/Assessment records to a corresponding administrator at the receiving school. These records shall not be transferred as part of the cumulative file.

Upon receipt of an official request for educational records from a school outside of the Broward County Schools, the sending school principal shall contact the receiving school's principal to alert the receiving principal that there are School Safety Screening/Assessment records. These records shall be transferred to the receiving school's principal (or designee). These records shall not be transferred as part of the cumulative file.

D. Additional Source of Information Related to Educational Record Transfers

Detailed procedures for educational records transfers can be found in the "Procedures Handbook: Student Enrollment and School Education Records" available through the District Guidance Department.

II. RETENTION AND DISPOSAL OF EDUCATIONAL RECORDS

A. Retention of Records for Students Who Leave Broward County Public Schools and For Whom No Request for Educational Records is Received

After five years, the educational records will be requested by and forwarded to Records Retention for archiving and to be incorporated into the permanent Student Record Library. The archived copy of the student's record shall then constitute the permanent record.

B. Additional Procedure Related to Retention of Records of PreK-12 ESE Students Transferring to a School That Is Not a Broward County Public School

In addition to the procedures established for the records of all prekindergarten through twelfth grade students, the following procedure must be implemented for students evaluated for, or enrolled in, ESE programs: When an exceptional student (or a student who has been determined to be ineligible as an ESE student) graduates, transfers out of the ESE program, or transfers to a school outside the Broward County Public Schools, the information documenting the student's eligibility for and placement in exceptional student education must be copied and retained for five years by the school for audit purposes. After five years, the student's educational records will be requested by and forwarded to Records Retention for archiving and to be incorporated into the permanent Student Record Library. The archived copy of the student's record shall then constitute the permanent record.

Records to be retained include:

• Eligibility Forms

~~• Psychological and/or other assessment reports used to determine eligibility~~

~~C. Retention of Teachers' Grade Books~~

~~Teachers' grade books shall be retained by schools as part of their student record system for three years or until the completion of the FTE audit covering that year, after which time Record Retention will authorize the destruction of the grade books under the supervision of the principal.~~

~~D. Retention of Examinations~~

~~Principals with middle school and high school students shall make provisions for storing and maintaining semester exams for a minimum period of one year following the date of examination.~~

~~E. Source of Additional Procedural Information Related to Educational Records Retention~~

~~Record retention procedures are available on Record Retention's website. Additional procedures and/ or clarification can be obtained from Records Retention.~~

II. Record Keeping Requirements Related to Requests and Disclosures

A. FERPA Disclosure Log requirement: A school must maintain a record of each request for access to, and each disclosure of, personally identifiable information from the education records of each student. The FERPA *Disclosure Log* is available at browardschools.com/privacyinformation. The log:

1. Must be maintained for as long as the record is maintained;
2. Must include the individuals who have requested information from the record;
3. Must include the individuals who have received information from the record;
4. Must include the legitimate interest the individuals have in receiving the information; and
5. Must include the name of the person disclosing the information.

B. Exceptions to Disclosure Log requirement: This Disclosure Log requirement does not apply if the request was from, or the disclosure was made to:

1. A parent or eligible student;
2. A school official with a legitimate educational interest;
3. A party who has written consent from the parent or eligible student;
4. A party seeking directory information; and
5. An individual with a lawfully issued subpoena or court order prohibiting disclosure to parents or eligible students of the existence of and the response to the subpoena.

III. Retention and Disposal of Education Records

A. Retention of records for students who leave Broward County Public Schools and for whom no request for educational records is received

1. Once Category B, Item 91, pertaining to Student Education Records, from the General Records Schedule GS 7 for Public Schools Pre-K-12, has met retention in accordance with the latest Records Disposition Request, the permanent educational records will be requested by and forwarded to Records Retention for archiving and to be incorporated into the permanent Student Record Library. The archived copy of the student's record shall then constitute the permanent record.

B. Additional procedures related to retention of records of Pre-K-12 ESE students transferring to a school that is not a Broward County public school

1. When an exceptional student (or a student who has been determined to be ineligible as an ESE student) graduates, transfers out of the ESE program, or transfers to a school outside the Broward County Public Schools, the information documenting the student's eligibility for a placement in exceptional student education must be copied and retained until they have met retention requirements in accordance to the latest Records Disposition Request by the school for audit purposes. The retention period for ESE records will differ from the retention period for student permanent records.
2. Records to be retained include:
    a. Eligibility Forms
    b. Psychological and/or other assessment reports used to determine eligibility
3. When the student's permanent education records have met retention requirements in accordance with the latest Records Disposition Request, they will be requested by and forwarded to Records Retention for archiving and to be incorporated into the permanent Student Record Library. The archived copy of the student's record shall then constitute the permanent record.

C. Retention of teachers' grade books

1. Schools shall retain teachers' grade books within their student record digitization system. The maintenance of these records must comply with the latest published Records Disposition Request (RDR) or FTE audit review procedures.

D. Retention of examinations

1. Principals with middle school and high school students shall make provisions for storing and maintaining semester exams until they have met retention requirements in accordance with the latest published Records Disposition Request Form.

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E. Source of additional procedural information related to educational records retention.

1. Records retention procedures are available on the Records Retention's website. Additional procedures and/or clarification can be obtained from the Records Retention Department within the Information Systems Division.

Policy Custodian: Information Systems Division (ISD)

Former Policy Number: 5100.2

Policy Status: Active

Authority: Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.43(2), and 1001.42(29), Florida Statutes

Laws Implemented: 20 U.S.C. §1232g; 34 C.F.R. 34 §99; Sections 119.07 and 1002.22, Florida Statutes; F.A.C. Rule 1B-24.003, Records Retention Scheduling and Disposition; F.A.C. Rule 6A-1.0955, Education Records

History: Adopted 11/13/69; Amended 9/5/74, 4/21/77, 10/5/78, 8/20/96, 1/12/99, 4/20/04, 7/18/23, XX/XX/2026

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief Information Officer

Agenda Item Number:	PP-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 8550 - Wireless Communications Device Use

REQUESTED ACTION:

Approve the revised policy, Wireless Communications Device Use and Operational Restrictions on District (Owned and Leased) Property (previously 7015) which provides guidance to students, employees, parents, and visitors on the use of cell phones and other electronic devices while operating a motor vehicle. Added to the policy, as per Board input, is language regarding transportation-related apps in Section II.E.2. District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 8550 Draft

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Trey Davis	Phone:	754-321-2607
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Trey Davis
Title: Chief Information Officer
Phone: 754 – 321 - 2607

EXECUTIVE SUMMARY

School Board Policy 8550 – Wireless Communications Device Use and Operational Restrictions on District (Owned and Leased) Property

Board Meeting Date: June 9, 2026

Requested Action: Approve the revised policy (previously 7015) which provides guidance to students, employees, parents, and visitors on the use of cell phones and other electronic devices while operating a motor vehicle. Added to the policy, as per Board input, is language regarding transportation-related apps in Section II.E.2.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: Districtwide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• F.S. § 316.305 • F.S. § 316.306
If the School Board votes "Yes"	• Approving this policy provides clear, districtwide expectations for the use of wireless communication devices while operating vehicles on district-owned and leased property. • Approval of this policy will help reduce preventable incidents and support safe, orderly campus traffic operations • Improve safety for students, staff, families, and visitors • Strengthen transportation safety practices
If the School Board votes "No"	• The District will lose a clear, districtwide standard specifically tailored to wireless device use while operating vehicles. • Higher safety risk while driving on School Board property • Inconsistent expectations and enforcement • Greater operational and legal exposure resulting from an accident

Alignment to the 2027 Strategic Goals and Guardrails	• Safety and Accountability
Measurable Outcome(s)/Return on Investment	• Safety and incident reduction on School Board property • Claim frequency and claim costs tied to vehicle incidents on district property • Completion rate of required training/acknowledgment • Number of documented violations and corrective actions

Background/History

This policy was originally adopted on June 24, 2014 (formerly Policy 7015) to address the safety hazards associated with cell phone and electronic device use while operating motor vehicles on School Board property, where students, staff, families, and visitors routinely interact with campus traffic and transportation operations. This policy revision 8550 updates definitions and operational expectations to align with current Florida distracted-driving requirements (including statutory provisions addressing wireless communications device use and school zones) and to reinforce district transportation practices, including restrictions applicable to school bus operations and the use of transportation-related applications while vehicles are in motion.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.		
Budget Impact Summary Statement: N/A No funding impact		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A		

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
	N/A			

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
	N/A		

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	• Strengthens campus traffic safety by establishing a clear expectation that drivers do not use wireless communications devices while operating vehicles on School Board Property, including parking areas and internal traffic lanes. • Improves arrival/dismissal operations by supporting safer driver behavior while recognizing the restriction does not apply to vehicles that are stationary in student drop-off/pick-up lines • Reinforces bus loop and transportation safety by emphasizing that bus operators may not use WCDs

	while actively driving and that the mobile bus radio is the primary communication system.
School Selection /Prioritization	District-wide
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

Policy 8550 – Wireless Communications Device Use and Operational Restrictions on District (Owned and Leased) Property

POLICY NO. 8550

~~CELL PHONE, MEDIA DEVICES & ELECTRONIC~~ WIRELESS COMMUNICATIONS DEVICES~~S~~ USE AND OPERATIONAL RESTRICTIONS ON DISTRICT (OWNED AND LEASED) PROPERTY

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ~~(SBBC)~~ RECOGNIZES THAT THE USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE POSES A SAFETY HAZARD~~.~~ TO ~~THE SCHOOL BOARD BELIEVES THE USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE ON SCHOOL BOARD PROPERTY IS DETRIMENTAL TO THE HEALTH, SAFETY AND SECURITY OF IT'S~~ STUDENTS, EMPLOYEES, PARENTS AND VISITORS. THE PURPOSE OF THIS POLICY IS TO ESTABLISH GUIDELINES TO RESTRICT THE USE OF ~~CELL PHONES AND OTHER ELECTRONIC DEVICES~~ WIRELESS COMMUNICATIONS DEVICES (WCD's) FOR ALL DRIVERS WHILE OPERATING A MOTOR VEHICLE ON DISTRICT-OWNED AND LEASED PROPERTY.

I. DEFINITIONS

A. **"Autonomous Vehicle"** includes any vehicle equipped with an automated driving system. Section 316.003, Florida Statutes.

B. "**Hands-free Devices**" includes any WCD that has Bluetooth capabilities ~~and other device accessories that~~ and any other device or accessory that permits the operation of the WCD ~~an electronic device~~ without ~~holding it~~ being hand-held.

C. "**Motor Vehicle**" includes any automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, school bus, or any other vehicle used to transport persons or property, golf carts and low-speed vehicles. Motor Vehicle does not include any bicycle, electric bicycle, motorized scooter or moped, electric personal assistive mobility device, mobile carrier, or personal delivery device. Sections 316.003 and 320.01, Florida Statutes.

D. "**Operator**" shall mean any person who is in actual physical control of a Motor Vehicle on School Board Property. Section 316.003, Florida Statutes.

E. "**School Board Property**" includes all owned and leased property of ~~T~~the School Board of Broward County, Florida. The restrictions concerning School Board Property apply to all parents, students, ~~This~~ employees, and visitors ~~includes all parent, student and~~ in parking garages and other areas designated for vehicular traffic.

F. "**WCD**"~~ireless CommunicationsElectronic Devices~~ includes any handheld

or portable device used, or capable of being used, to initiate, ~~or~~ receive, or transmit communication, including but not limited to smartphones, cellular and wireless phones, digital tablets, two-way messaging devices, laptops, gaming devices, pagers/beepers, and other handheld media devices capable of receiving or transmitting text or character-based messages~~ing~~, calling, data transmission, or connecting to the ~~l~~internet. The term does not include a safety, security, or convenience feature built into a Motor Vehicle which does not require the use of a handheld device. Sections 316.305 and 316.306, Florida Statutes.

~~II. **"Hands-free Devices"** include Bluetooth and other device accessories that permit the operation of an electronic device without holding it.~~

~~III. **"School Board Property"** includes all owned and leased property of the School Board of Broward County. This includes all parent, student and bus drivers, as well as parking garages and other areas designated for vehicular traffic.~~

II. Rules

A. Drivers ~~Individuals~~ are restricted from utilizing ~~cell phones and other electronic devices~~ WCD's ~~wireless communications devices~~ while operating a M~~m~~otor V~~v~~ehicle on School Board P~~p~~roperty. This includes all employees, parents, students, visitors, and other individuals accessing School Board P~~p~~roperty.

B. Employees, including contracted employees, are restricted from utilizing WCD's ~~cell phones~~ while operating or repairing equipment or heavy machinery on School Board P~~p~~roperty.

C. In accordance with Section 316.305, Florida Statutes, ~~T~~the~~is~~ ~~policy~~ restrictions of this policy are ~~is~~ not applicable to a Motor Vehicle ~~motor vehicle operators~~ Operator who is~~are~~: ~~when a hands-free device is being utilized or the device is utilized too make an emergency 9-1-1 call.~~

1. Performing official duties ~~while operating~~as an Operator of an authorized emergency vehicle, a law enforcement or fire service professional, or an emergency medical services professional.
2. Reporting an emergency or criminal or suspicious activity to law enforcement authorities.
3. Receiving messages that are:
   a. Related to the operation or navigation of the~~a~~ M~~m~~otor V~~v~~ehicle;
   b. Safety-related information, including emergency, traffic, or weather alerts;
   c. Data used primarily by the M~~m~~otor V~~v~~ehicle; or
   d. Radio broadcasts.
4. Using a device or system for navigation purposes.

5. Conducting wireless interpersonal communication that does not require manual entry of information or reading text messages except to activate, deactivate, or initiate a feature or function.
6. Operating an Aautonomous Vvehicle with the automated driving system engaged.

D. In accordance with Section 316.306, Florida Statutes, a person may not operate a Motor Vehicle while using a WCD in a handheld manner in a designated school crossing, school zone, or work zone. This section shall only be applicable to work zone areas if construction personnel are present or are operating equipment on the road or immediately adjacent to the work zone area. For purposes of this section, a Motor Vehicle that is stationary is not being operated and is not subject to the prohibition of this section. This restriction shall not apply

~~In accordance with Section 316.306, Florida Statutes, when operating a motor vehicle within a school zone, school crossing, or active work zone,~~ to a Motor Vehicle O~~o~~perator~~s~~ who is~~are~~:

1. Performing official duties as an Operator of ~~while operating~~ an authorized emergency vehicle, a law enforcement or fire service professional, or an emergency medical services professional.
2. Reporting an emergency or criminal or suspicious activity to law enforcement authorities.
3. Receiving messages that are:
   a. Related to the operation or navigation of a M~~m~~otor V~~v~~ehicle;
   b. Safety-related information, including emergency, traffic, or weather alerts;
   c. Data used primarily by the M~~m~~otor V~~v~~ehicle; or
   d. Radio broadcasts.
4. Using a device or system in a hands-free manner for navigation purposes.
5. Using a WCD~~wireless communications device~~ hands-free, or hands-free in voice-operated mode, including but not limited to, a factory-installed or after-market Bluetooth device.
6. Operating an A~~a~~utonomous V~~v~~ehicle in autonomous mode.

E. 1. Anytime a District bus operator is actively driving a school bus, with or without students on board, the bus operator is prohibited from using WCD's, including those equipped with earpieces, ear buds, headsets, and/or Bluetooth, for any purpose, including, but not limited to, placing or receiving phone calls, sending or receiving text messages, sending or receiving e-mails, or viewing social media sites. The mobile radio installed on all District school buses will be the primary communication system for bus operators. If the mobile bus radio fails, and the bus operator's responsibility for the safety and health of the students being transported

makes it necessary for the bus operator to use a WCD while performing bus-operating duties, the bus operator will depart the roadway, stop the bus in a safe area, and then use the WCD. For purposes of this policy, a motor vehicle that is stationery is not being operated and is not subject to the restrictions in this policy. However, school bus operators are prohibited from using wireless communication devices while actively driving the bus.

2. If District staff are expected to use any transportation-related apps in the course of performing their job functions, District staff may not interact with such apps while their vehicle(s) is/are in motion. This includes, but is not limited to, the use of any app-based messaging, routing, tracking, or similar software accessed through a WCD communication device.

F. TAdditionally, thishe policy restrictions of this policy areis not applicable to for Mmotor Vvehicles that are stationary that are parked on School Board property or vehicles parked in a student drop-off or pick-up line awaiting on School Board Property dismissal.

G. Nothing in this policy shall abrogate the requirements of School Board policy related to the operation of Mmotor Vvehicles.

Policy Custodian: Information Systems Division (ISD)

Former Policy Number: 7015

Policy Status: Active

Authority: F.S. AUTHORITY§§ Sections 120.52(6), 120.54, 120.81(1)(a), 316.003, 316.305, 316.306, and 1001.41(1) and (2), 1001.41, 1001.42(29), and 1001.43(29), Florida Statutes Administrative Code Rule 6A-3.0171, Florida Administrative Code

History: Adopted: 6/24/14 - Amended: 06/09/26:

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Chief Information Officer

Agenda Item Number:	PP-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

School Board Policy 8570: Student Internet Safety

REQUESTED ACTION:

Approve the new policy 8570 - Student Internet Safety, which is implemented to comply with the requirements of F.A.C. Rule 6A-1.0957. It is designed to foster a secure online environment that supports learning and protects the well-being of Broward County Public Schools students. Section IV.A. – C. was added, as per the Board's request, to include guidance on artificial intelligence, privacy, data governance, and cybersecurity. District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 8570 Draft

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Trey Davis	Phone:	754-321-2607
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer May 26, 2026

Electronic Signature

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Trey Davis
Title: Chief Information Officer
Phone: 754 – 321 - 2607

EXECUTIVE SUMMARY

School Board Policy 8570 – Student Internet Safety

Board Meeting Date: June 9, 2026

Requested Action: Approve the new policy 8570 - Student Internet Safety, which is implemented to comply with the requirements of F.A.C. Rule 6A-1.0957. It is designed to foster a secure online environment that supports learning and protects the well-being of Broward County Public Schools students. Section IV.A. – C. was added, as per the Board's request, to include guidance on artificial intelligence, privacy, data governance, and cybersecurity.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: Districtwide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• F.A.C. Rule 6A-1.0957
If the School Board votes "Yes"	• The District will be complying with State requirements for a Student Internet Safety policy. • The policy will establish safety and security measures regarding the filtering and blocking of content not appropriate for students, mitigate the risk of unauthorized access by students to data or information to which they should not have access, and to prohibit unlawful online activities by students through revocation of device and network access rights and other disciplinary actions.
If the School Board votes "No"	• The District will not be compliant with the State mandate. In addition, students and staff will not have agreed upon guidelines to secure the safety of students while using the Internet, applications, and digital devices.
Alignment to the 2027 Strategic Goals and Guardrails	• Safety and Accountability
Measurable Outcome(s)/Return on Investment	• Technology risk reduction through filtering and blocking content effectively

	• Monitoring student safety and behavior • Identifying unauthorized access attempts by students • Number of security incidents tied to student activity • Cyber incident cost avoidance • Protecting e-Rate eligibility funding protection

Background/History

Florida F.A.C. Rule 6A-1.0957 (Internet Safety Policy) is a State Board of Education rule created in 2023 to standardize what Florida districts and charters must include in their local student internet safety policies and to require annual Board adoption. The rule sets forth requirements for local internet safety policies and spells out minimum components (filters/protection measures, student safety in electronic communications, preventing hacking/unauthorized access, privacy protections, limits on student social media access except for instructional purposes, and a staff unblocking/request process.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
No funding impact

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	• Standardizes expectations regarding what schools must do and how staff respond to issues, filtering content, student access, and parent communication. • Provide consistent student expectations across schools • Offer clear guardrails for high-risk platforms and apps such as TikTok • Identifies student digital citizenship and AI expectations
School Selection /Prioritization	District-wide
Community/ Stakeholder Engagement	Technology Advisory Committee
End-User Input	Not applicable

Technology/Capital Expected Lifecycle/Replacement Cycle	Linewize - a comprehensive, K-12 focused digital safety and wellbeing suite designed to manage student online activity on and off-campus Fortinet - secures network infrastructure, cloud environments, and remote endpoints, while defending against malware and ransomware

Additional Backup:

Policy 8570 – Student Internet Safety

Policy NO. 8570

STUDENT INTERNET SAFETY

THE STUDENT INTERNET SAFETY POLICY PROMOTES THE SAFE AND AGE-APPROPRIATE USE OF THE INTERNET BY STUDENTS ENROLLED IN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA.

I. Overview

A. This policy is implemented to comply with the requirements of F.A.C. Rule 6A-1.0957. The Student Internet Safety Policy is designed to foster a secure online environment that supports learning and protects the well-being of Broward County Public Schools students. This policy applies to all devices owned or provided by the district or school or any device (including privately owned) connected to district or school-provided internet.

II. Safety and Security Measures

A. The district and charter schools will implement measures to:

1. Filter or block access to material and/or applications that are not appropriate for students based on the age of the students and the subject matter being taught.
2. Protect the safety and security of students when they are using email, chat rooms, and other forms of direct electronic communications.
3. Mitigate the risk of hacking or unauthorized access by students to data or information that they should not have access to, and to prohibit other unlawful online activities by students.
4. Prevent access to websites, web or mobile applications, or software that does not protect against the disclosure, use, or dissemination of students' personal information in accordance with Rule 6A-1.0955, F.A.C.; and
5. Prohibit students from accessing social media platforms, except when expressly directed by a teacher for an educational purpose.

III. District and School Responsibilities

A. Schools will ensure that required online content is not blocked and, if the content is blocked, will use established procedures to request that the content be reviewed and unblocked before requiring students to use online content and/or social media platforms for educational purposes.

B. The district will ensure users of district devices know the need to report any access, suspected or confirmed, to prohibited content or the download of potentially malicious software.

C. The Information Systems Division will establish guidelines to remove access to district-provided devices and internet/network connectivity for any user that threatens the safety and security of district students and staff or district resources.

D. The Information Systems Division will make reasonable efforts to train district staff and students on policies and guidelines governing the acceptable use of district devices and technology resources.

E. This policy will be reviewed and approved annually by The School Board no later than by September 1st of each year.

IV. Artificial Intelligence, Privacy, Data Governance, and Cybersecurity

A. Any use of Artificial Intelligence (AI) enabled websites, apps, or platform features in the School District must follow all District requirements for privacy, public records, security, and data governance. AI enabled tools must meet the same protections required for other online services used by students, and ISD staff must consider and address additional risks that may be introduced by generative AI.

B. AI tools may not be used with District data, student education records, or other sensitive information unless they have been reviewed and approved through District processes that verify secure data handling, appropriate access controls, acceptable vendor terms and retention practices, and adequate security protections.

C. The District will maintain procedures to vet and monitor AI-enabled tools for student use, including review of privacy protections, age appropriateness, data minimization, content filtering, auditability, and alignment with District standards.

V. TikTok and Successor Platforms

A. TikTok and any successor platforms are prohibited on any district-or school-provided device. Additionally, TikTok and any successors may not be

accessed from any device (including privately owned devices) connected to district or school-provided internet. TikTok and any successor platforms are prohibited from being used to communicate or promote any school district, school, school-sponsored club, extracurricular organization, or athletic team.

VI. Violations

A. Using electronic devices and networks provided by the district is a privilege. To maintain the privilege, all users agree to learn and comply with the provisions of this policy. Violations of this policy may result in revocation of device and network access rights and further disciplinary action. Students who violate this policy will be disciplined per the Code of Student Conduct. Staff who violate this policy will be subject to disciplinary action, including possible termination. Any criminal activity will be reported to law enforcement.

VI. Parental Notification

A. A copy of this policy will be made available on the school's website and incorporated into the Code of Student Conduct Handbook.

Policy Custodian: Information Systems Division (ISD)

Former Policy Number: New

Authority: Sections 120.52(6), 120.54, 120.81(1)(a), 1001.02(1), (2)(n), 1001.41(1), (2), 1001.42(29), 1001.43(3)(c), 1003.02(1)(g), Florida Statutes.

Laws Implemented: Sections 1001.43(3)(c) and 1003.02(1)(g), Florida Statutes, Children's Internet Protection Act, (CIPA), 15 U.S.C. § 6501-6506, and 47 C.F.R. § 54.520.

Florida Administrative Code: Rules 6A-1.0955 and 6A-1.0957

Policy Adopted: xx/xx/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	SS. Schools (Learning Communities)
DEPARTMENT:	Atlantic Tech College & Tech High Sch

Agenda Item Number:	SS-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Postsecondary Workforce and Community Education Fee Schedule for SY 27

REQUESTED ACTION:

Approve the proposed Postsecondary Workforce Education and Community Education Fee Schedule for School Year 2026-2027 for all eight (8) of the Workforce Education schools to include: Atlantic Technical College, McFatter Technical College, Sheridan Technical College, Dave Thomas Education Center, H.D. Perry Education Center, Whiddon-Rogers Education Center, Community School North, and Community School South. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary
FeeSchedule_2026-2027

FINANCIAL IMPACT:

The positive financial impact to the District is estimated to be $7,000,000. The source of funds is adult student fees. There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ted Toomer	Phone:	754-321-3800
Name:	Neeta Rancourt	Phone:	754-321-5152

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ted Toomer, Central Regional Superintendent, Teaching &

Signature

Dr. Angela R. Fulton, Deputy Superintendent

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: School Board Chair

For more information, please contact:
Name: Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Postsecondary Workforce Education and Community Education Fee Schedule for SY 2026-2027

Board Meeting Date: June 9, 2026

Requested Action:
Approve the Postsecondary Workforce Education and Community Education Fee Schedule for SY26 for the eight (8) Workforce Education schools to include: Atlantic Technical College, McFatter Technical College, Sheridan Technical College; Dave Thomas Education Center, H.D. Perry Education Center, Whiddon-Rogers Education Center, Community School North and Community School South.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Florida Statute 1009.22 F.S.
If the School Board votes "Yes"	• The School Board of Broward County, Florida will have a fully adopted fee schedule for the start of the school year as required by statute 1009.22 F.S.
If the School Board votes "No"	• The School Board of Broward County, Florida will not have met the requirements outlined in Florida Statute 1009.22 for having an adopted fee schedule for FY27.
Alignment to the 2027 Strategic Goals and Guardrails	• Business operations
Measurable Outcome(s)/Return on Investment	• The School District will have a fully adopted fee schedule which provides guidance to the eight (8) Workforce Education schools detailed in the Requested Action section of this Executive Summary and in alignment with F.S. 1009.22.

Background/History
Workforce Education fees are established by the Florida Legislature in the General Appropriations Act. The School Board must annually adopt a postsecondary fee schedule which also includes fees for Community Education programs, as set forth by the district. This fee schedule, in addition to including all Career Technical Education (CTE), Adult General Education (AGE) programs, and fee supported programs to be offered in School Year 2026-2027, provides a general overview of the guidelines and procedures that the eight Workforce Education Schools must follow.

Background/History (continued)
The FY27 Fee Schedule reflects no tuition fee increase for postsecondary workforce education programs. The registration fee is being increased from $20 to $25 due to increased operational costs.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method *This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.*	
Agreement Term:	N/A
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement**: No. **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. This is a positive financial impact to the District of approximately $7,000,000.
2. The source of funds is adult student fees.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of

Impact on Schools	The funds will impact the eight (8) Workforce Education schools to include: Atlantic Technical College, McFatter Technical College, Sheridan Technical College; Dave Thomas Education Center, H.D. Perry Education Center, Whiddon-Rogers Education Center, Community School North and Community School South.
School Selection /Prioritization	All workforce schools
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Fee Schedule_2026-2027

2026-2027

Postsecondary Workforce Education and Community Education

Fee Schedule

Established 1915
BROWARD
County Public Schools

Postsecondary Workforce Education & Community Education
2026-2027 Fee Schedule

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Basic Concepts
Postsecondary Workforce Education & Community Education
2026-2027 Fee Schedule

Summary of Fees

	Tuition Per Hour Resident Fee	Tuition Per Trimester Fee	Tuition and Fees Per Hour Non-Resident Fee	Registration Fee Terms with < 300 Hours	Registration Fee Terms with 300+ Hours
Career Certificate/Applied Technology Diploma (ATD)	$2.80	N/A	$11.20	$25.00	$50.00
Adult General Education (AGE)	N/A	$30	N/A	N/A	N/A
Continuing Workforce Education (CWE)/Fee Support	Varies	N/A	N/A	$25.00	$50.00
Lifelong Learning/Fee Support—100 Level	$2.40	N/A	N/A	$25.00	N/A
Lifelong Learning/Fee Support—200 Level	$3.60	N/A	N/A	$25.00	N/A
Amanda's Place/Fee Support—300 Level	$4.80	N/A	N/A	$30.00	N/A
Fire Academy/Fee Support—Level 400	$7.80	N/A	N/A	$25.00	N/A
Fire Academy/Fee Support—Level 500	$11.00	N/A	N/A	$25.00	N/A
Fire Academy/Fee Support—Level 600	$12.75	N/A	N/A	$25.00	N/A
Fire Academy/Fee Support—Level 700	$17.75	N/A	N/A	$25.00	N/A
American Red Cross Swimming—Group Lesson/Fee Support—800 Level	$23.25	N/A	N/A	$25.00	N/A
American Red Cross Swimming—Individual Lesson/Fee Support Level 900	$27.50	N/A	N/A	$25.00	N/A

Workforce Education Fee Requirements: Students who are enrolled in workforce education programs and reported for State funding through the Workforce Education Fund must be charged a fee as governed by Florida Statute 1009.22 except those who are fee exempt. Schools must compile and report the total fee exempt, fee nonexempt, fee waived, fees deferred, and nonresident student fees for each adult and technical program. Schools must also report the total amount of fees collected from students. Program offerings may change throughout the course of the year to address Industry demands. Assessed fees will be charged in accordance with the information set-forth in

this document. Tuition Fees are subject to change following the closure of the legislative session and release of the Fee Memorandum from the Florida Department of Education.

Tuition Fee Amounts—Career and Technical Education (CTE): A postsecondary student fee per hour of instruction must be charged to all students not specifically granted an exemption from the payment of fees.

CTE tuition fees include 10% financial aid fee for workforce education programs as permitted in Florida Statute 1009.22(6), a 5% capital improvement fee used for capital improvements or equipment as permitted in Florida Statute 1009.22(7a), and a 5% technology fee for enhancing instructional technology as permitted in Florida Statute 1009.22(8). One hundred percent (100%) of the instructional technology fees collected and deposited in the Internal Fund Account should be remitted to the school's operating budget in functional area 565367029 to support costs associated with the school's technology.

Fees are assessed by multiplying the required per hour of instruction fee by the number of hours of instruction, rounded to the nearest whole dollar.

Fees shall be charged to adult students based on applicable Florida statutes, policies, and rules.

Fee Exempt Students—Career and Technical Education: As governed by Florida Statute 1009.25, the following students are exempt from the payment of tuition and fees, including lab fees, at a school district that provides workforce education programs:

1) A student enrolled in a dual enrollment or early admission program pursuant s. 1007.271.

2) A student enrolled in an approved apprenticeship program, as defined in s. 446.021.

3) A student who was the subject of a shelter proceeding, a dependency proceeding, or a termination of parental rights proceeding, and

    a. Is or was at the time he or she reached 18 years of age, in out-of-home care
    b. Is or was at the time he or she reached 18 years of age, in the custody of a relative or nonrelative pursuant to s. 39.5085 or s. 39.6225.
    c. After spending at least six (6) months in the custody of the department after reaching 16 years of age, was placed in a guardianship by the court

d. After reaching 14 years of age and thereafter spending at least 18 months in out-of-home care, was reunited with his or her parent or parents who were the subject of the dependency proceeding, before he or she reaches 18 years of age, including a student who is reunited under s. 39.8155. For a student to be eligible under this subparagraph, the student must be Pell Grant-eligible, and the entity imposing the tuition and fees must verify such eligibility.
e. Was adopted from the department after May 5, 1997.
f. Was placed in a permanent guardianship, regardless of whether the caregiver participate or participated the Relative Caregiver Program under s. 39.5085 and remains in such guardianship until the student either reaches 18 years of age or, if before reaching 18 years of age, ho or she enrolls in an eligible institution.

Such exemption includes fees associated with enrollment in applied academics for adult education instruction. The exemption remains valid until the student reaches 28 years of age.

4) A student enrolled in an employment and training program under the welfare transition program. The local workforce development board shall pay the school district for costs incurred for welfare transition program participants.

5) A student who meets the definition of homeless children and youths in s. 725 of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. s. 11434a(2). Any student who is determined to be a homeless child or youth for a preceding award year is presumed to be a homeless child or youth for each subsequent year unless the student informs the institution that the student's circumstances have changed or the institution has specific conflicting information about the student's independence and has informed the student of this information.

***Financial Aid Fee—Career and Technical Education*:** Districts shall use funds collected from the financial aid fee assessment to waive in full or in part the fees of persons with demonstrated financial need in accordance with Florida Statute Section 1009.22(6). The financial aid fee is equal to 10% of the state required tuition fee for workforce education programs. Refer to Business Practice Bulletin A-455 Technical Colleges, Alternative High Schools and Community Schools Accounting for Financial Aid Fees 9/4/15.

Tuition Fee Amounts—Adult General Education: An Adult General Education student tuition fee of $30 per term must be charged to all students not specifically granted an exemption from the payment of fees. Adult General Education students will not be

charged a registration, financial aid, capital improvement or technology fee. There are three defined terms of enrollment for the 2026-2027 school year.

Fee Exempt Students—Adult General Education: To qualify for a fee exemption, Adult General Education Students must meet one of the five criteria (specified in FS 1009.25), as listed above in the Fee Exempt Students—Career and Technical Education section of this Fee Schedule.

Residency for Tuition Purposes: Students enrolled in CTE Certificate and ATD programs shall be classified as residents or nonresidents for the purpose of assessing tuition in accordance with Section 1009.21, Florida Statute. The final residency determination will be rendered by the school. The identified students shall be designated as such in the student information data reporting system using the Adult Fee Status and Florida Residence data elements.

Registration Fee: Technical Colleges, alternative high schools/adult centers and community schools are authorized to assess students a registration fee unless specifically exempted by law, School Board Policy, or other provisions set forth in this document.

Applicable students will pay the following fee based on the program of instruction in which they are enrolling:

- $25.00 for all terms with fewer than 300 hours and $50 for terms with 300+ hours for CTE Certificate and ATD programs;
- $25.00 for Continuing Workforce Education/Fee Supported classes
- $25.00 for Lifelong Learning/Fee Supported classes
- $30.00 for all Amanda's Place classes

One hundred percent (100%) of the registration fees collected and deposited in the school's internal fund accounts are to be remitted to the school's operating budget in functional area 9105640230000000 to support costs associated with the enrollment of students. The fee is to be assessed, where applicable, each time the student registers for a new program/course or portion thereof. Students repeating a program/course or portion thereof must repay the registration fee. With select short term classes, the enrollment fees can be reduced by the Superintendent (or designee).

Service Charge/Convenience Fee: Technical Colleges are authorized to assess a service charge for the payment of tuition and fees in installments and all Workforce Education schools are authorized to charge a convenience fee for the processing of automated or online credit card payments in accordance with Section 1009.22(11), Florida Statute. The cost of the convenience fee may not exceed the total cost charged by the credit card company. One hundred percent (100%) of the convenience fees collected and deposited in the school's internal fund accounts are to be remitted to the

school's operating budget in functional area 9105640230000000 to support costs associated with the enrollment of students.

Workforce Education Standardized Assessment/Placement Fee: Technical Colleges, alternative high schools/adult centers and community schools are authorized to assess an initial student assessment/placement fee of $15 to all students taking the Comprehensive Adult Student Assessment System (CASAS). This fee is not re-assessed within the same school year unless there is a 4-month lapse of instruction at such time an individual must be reassessed for placement purposes. For non-enrolled individuals, the fee is assessed each time the individual requests to be assessed (in compliance with testing protocols established by the Test publisher). Only one reschedule of the assessment is allowed. Refund requests must be made within 45 calendar days of the original payment date. Fees for no shows will not be refunded. Such fees shall be accounted for in accordance with Business Practice Bulletin A-421 and can be used to offset the cost of administering and distributing the results of the test. These fees will be collected and deposited in the school's internal fund account and then, periodically throughout the year, be remitted to the school's operating budget in functional area 9106640230000000 to pay for operational type expenses. At the end of the fiscal year, any remaining funds in this Internal Account must be remitted to the school's operating budget in the functional area listed above. The Point of Sale (POS) receipt shall serve as the admission to the Testing Center.

GED™ Ready Practice Test Fee: Technical Colleges, alternative high schools/adult centers and community schools are authorized to assess a GED™ Ready Practice Test fee of $5 per subject in GED™ Reasoning Through Language Arts, GED™ Mathematical Reasoning, GED™ Social Studies and GED Science™, to offset the cost of administration. For non-enrolled individuals, the fee is assessed each time the individual requests to be assessed (in compliance with testing protocols established by the Test publisher). Only one reschedule of the assessment is allowed. Refund requests must be made within 45 calendar days of the original payment date. Fees for no shows will not be refunded. Such fees shall be accounted for in accordance with Business Practice Bulletin A-421 and can be used to offset the cost of administering and distributing the results of the test. These fees will be collected and deposited in the school's internal fund account and then, periodically throughout the year, be remitted to the school's operating budget in functional area 9106640230000000. At the end of the fiscal year, any remaining funds in this Internal Account must be remitted to the school's operating budget in the functional area listed above. The Point of Sale (POS) receipt shall serve as the admission to the Testing Center.

Student Activity/User Fee: Technical Colleges, alternative high schools and community schools are authorized to assess (per Workforce Education school/Location Number) a one-time non-transferable, once a year fee of $20.00 to all students enrolled in both, on- and off-campus programs, except for co-enrolled students for fees authorized in 1009.22 of the Florida Statute. For assessing a student user fee as established in

1009.22(10) F.S., the school year will be established as beginning with the August term. These fees will be collected and deposited in the school's internal fund accounts and then periodically, throughout the year, be remitted to the school's operating budget in functional area 5653670280000000 to pay for operational type expenses. At the end of the fiscal year, any remaining funds in this Internal Account must be remitted to the school's operating budget in the functional area listed above. The fee can also be used to offset the costs associated with providing student and campus related activities, as well as to support the cost of enrollment; excluding tuition and lab/supply fees.

Fee Requirement for Health Science Education Students: Technical Colleges are authorized to assess all Postsecondary Health Science Education students whose program includes a clinical component a $45 fee for fingerprinting, a $38 fee for drug testing, a $13 Health Student Professional Liability Fee and a $18 subscription fee to American Data Bank who will electronically manage, retrieve, and archive each student's health records for a period of two years. As well, an Employment History Verification fee of $8 may be assessed, when applicable. Students in Health Science Education programs with a clinical component are subject to a criminal background screening and drug testing. The Professional Liability Fee is assessed once per program. These fees are subject to change as deemed necessary by the Superintendent (or designee) and are required by the clinical facilities to ensure patient safety.

Pre-Assessment for Practical Nursing Students: Technical Colleges are authorized to assess all Practical Nursing students a fee to take the Tests of Essential Academic Skills (TEAS). This pre-assessment is done to establish minimal entry-level competencies as a predictor of success in the program. These fees will be collected and deposited in the school's internal fund account and then periodically, throughout the year, be remitted to the school's operating budget in functional area 9106640230000000 to pay for operational type expenses. At the end of the fiscal year, any remaining funds in this Internal Account must be remitted to the school's operating budget in the functional area listed above.

Fee Requirement for Clinical Experience Training of Emergency Medical Technician (EMT) Students: McFatter Technical College is authorized to assess all EMT students a $100 fee for 24 hours of emergency room clinical training, as well as a $13 liability fee. This training is in addition to the 250 hours of required academic instruction and is matched by 24 hours of emergency vehicle ride-along experience. These fees will be collected and deposited in the school's internal fund account and then, periodically throughout the year, be remitted to the school's operating budget in functional area 5350000000000000 to pay for operational type expenses. At the end of the fiscal year, any remaining funds in this Internal Account must be remitted to the school's operating budget in the functional area listed above.

Fee Requirement for Commercial Vehicle Driving and Commercial "Class B" Driving Students: Broward Technical Colleges are authorized to assess all Commercial Vehicle Driving (Class A) students and all Commercial "Class B" Driving students $60.00, which will cover the cost of the two drug tests (at $30.00 each) that the school is required to give each student per Risk Management. These fees will be collected and deposited into the school's internal account and as Risk Management invoices the college, the revenue collected will be used to pay for the cost of these tests. At the end of the fiscal year, any remaining funds in this Internal Account will be remitted to the school's operating budget in function 5350 activity 0.

Laboratory Fees: Lab fees are assessed on a per hour cost basis for each Career and Technical instructional program as specified in this fee schedule. These funds are deposited and remain in the school's internal account fund, pursuant to FS 1009.22 (9). These fees are justified on the basis of insufficient workforce funds and/or a recommendation from the appropriate industry advisory committee. These fees may be adjusted to address rising costs during the school year by the Superintendent (or designee).

Digital Credential Service: Technical colleges are authorized to assess transcript fulfillment costs provided by Parchment. Individuals requesting transcripts and other credentials will pay Parchment directly with surcharges remitted to the technical colleges by Parchment at least quarterly based upon the terms of the Board approved agreement. Upon receipt, these funds will be placed in Internal Account #6597-0000 – *Digital Student Requests*. The technical colleges will remit these funds to the school's operating budget by June 30 of each year in functional area 5653670300000000 to help to cover the costs associated with providing this service.

***Additional Fees*:** Except as prohibited by law, the cost of consumable supplies, textbooks, workbooks, uniforms, Personal Protective Equipment etc. shall be the responsibility of the student or an agency sponsoring the student's enrollment.

Course Work and Penalty: Only students enrolled in instruction provided or supervised by instructional personnel with the district are to be reported for Workforce Education funding. No student who has been exempt from taking a course or who has been granted academic or technical credit through means other than actual course work completed at the granting institution is to be reported for Workforce Education Funds in the course from which the student was exempt or granted credit. A penalty against the following year's Workforce Education Funds allocation of two times the value for such students reported is to be suffered by a school reporting such.

State Fee Waivers: Schools may waive in state tuition and other fees for any fee non-exempt student pursuant to Florida Statute 1009.26 not to exceed the authorized amount established annually in the General Appropriations Act. As well, Florida Statute 1009.26(8) provides a tuition waiver for recipients of a **Purple Heart** or another combat

decoration superior in precedence. The tuition waiver must be provided to recipients who meet the following conditions:

1) Enrolled full-time, part-time or in summer school in a program that terminates in an associate or a baccalaureate degree, a college credit certificate or a career certificate;
2) Is currently, and was at the time of the military action that resulted in the awarding of the Purple Heart or other combat decoration superior in precedence, a resident of Florida; and
3) submits to the career center the DD-214 form issued at the time of separation from service as documentation that the student has received a Purple Heart or another combat decoration superior in precedence. If the DD-214 is not available, other documentation may be acceptable if recognized by the United States Department of Defense or the United States Department of Veterans Affairs as documenting the award.

The waiver is applicable for 110 percent of the number of required credit hours (or equivalent) of the degree or certificate program for which the student is enrolled.

In addition, Florida Statute 1009.26(12), allows for an out-of-state fee waiver for students who are citizens of the United States or lawfully present in the United States and who meet the following conditions:

1) Attended a secondary school in this state for three (3) consecutive years immediately before graduating from a high school in this state;
2) Apply for enrollment in an institution of higher education within 24 months after high school graduation; and
3) Submit an official Florida high school transcript as evidence of attendance and graduation.

To receive this waiver, students must demonstrate legal residency in the United States. Additionally, students who currently receive a fee waiver under the prior language in section 1009.26(12) F.S., will need to be reevaluated for eligibility beginning July 1, 2025. The tuition and fees charged to a student who qualifies for this waiver may not exceed the tuition and fees charged to a resident student. The waiver is applicable to 110 percent of the required credit hours a career certificate or applied technology diploma program for which the student is enrolled. Each technical college shall report to the State Board of Education the number and value of all fee waivers granted annually under this section of law. Technical Colleges shall prioritize the enrollment of a veteran who is granted an out-of-state fee waiver pursuant to the Congressman C.W. Bill Young Tuition Waiver

Further, Florida Statute 1009.26(13), provides for an out-of-state fee waiver for **honorably discharged veterans** known as the "Congressman C.W. Bill Young Tuition Waiver Act.", a career center operated by a school district under s. 1001.44, F.S. or a

charter technical career center shall waive out-of-state fees for an honorable discharged veteran of the United States Armed Forces, the United States Reserve Forces, or the National Guard who physically resides in this state while enrolled in the institution. Tuition and fees charged to a veteran who qualifies for the out-of-state fee waiver may not exceed the tuition and fees charged to a resident student. The waiver is applicable for 110 percent of the required credit hours of the degree or certificate program for which the student is enrolled. In addition, the law requires the career center or charter technical career center report to the State Board of Education the number value of all fee waivers granted annually under this section of law.

Fee Waiver Funds for AGE/CTE Programs: The total number of students for whom the school waives fees as pursuant to Florida Statute 1009.26 and authorized by School Board Policy 6606, must not exceed an amount to be allocated by the Superintendent (or designee). Any fees waived in excess of the established fee waiver amount may be subject to a penalty. The Workforce Education Business Analyst will provide schools/centers with the amount of funds available to be waived.

Deferred Fees and Penalty: Schools may defer fees in accordance with Florida Statute 1009.27. Any business, industry, governmental unit, nonprofit organization, or civic organization, with a permanent office in Broward County, is approved as an authorized agent for underwriting student fees. If, however, an agency fails to make payment in a timely manner, its approval may be revoked by the Superintendent (or designee).

All declarations of intent to pay student fees must be sent to the school principal in writing. In cases of economic hardship as defined in School Board Policy 6606, schools may collect fees in periodic installments calculated on the basis of the total fee divided by the number of payments to be made. In no case shall the installments extend beyond the last class period to the first survey in which the student is eligible for membership. Students not completing payments by this time shall not be counted. The first installment shall be made at the time of registration or the first day of class.

Continuing Workforce Education (CWE)/Fee Support: This fee supported program offered by the Broward Technical Colleges is intended to be courses that provide coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in the Workforce Education. Fees are established to cover all associated operating costs with no cost to the District. Tuition covers instructional costs, equipment maintenance and marketing. Schools shall charge fees as set-forth in this document. In addition to tuition, a $25 registration fee is charged for less than 300 hours of instruction. As well, a supply fee may be charged to cover the cost of consumable supplies and books issued to enrolled students.

Fees are assessed by multiplying the required per hour of instruction fee by the number of hours of instruction, with the product rounded to the nearest whole dollar. The

rounding procedure is based on rounding up where the product is at least $0.50 and rounding down where the product is less than $0.50. Small classes may require a tuition fee adjustment to accommodate the size. Any variance necessary to comply with law must be requested by written correspondence and have prior approval from the Superintendent (or designee).

Lifelong Learning/Fee Support—Levels 100 & 200: Fees for Lifelong Learning/Fee Support courses are established to cover all associated operating costs with no cost to the District. Tuition covers instructional costs, equipment maintenance, and marketing. Schools shall charge $2.40 per instructional hour for 100 Level courses and $3.60 per instructional hour for 200 Level courses including Industry Training courses. In addition to tuition, a $25 registration fee is charged for less than 300 hours of instruction. As well, a supply fee may be charged to cover the cost of consumable supplies and books issued to enrolled students.

Fees are assessed by multiplying the required per hour of instruction fee by the number of hours of instruction, with the product rounded to the nearest whole dollar. The rounding procedure is based on rounding up where the product is at least $0.50 and rounding down where the product is less than $0.50. Small classes may require a tuition fee adjustment to accommodate the size. Any variance necessary to comply with law must be requested by written correspondence and have prior approval from the Superintendent (or designee).

Amanda's Place Parenting Program/Fee Support—Level 300: Fees for Amanda's Place courses must be equal to, but not to exceed costs associated with the provision of instruction. Schools shall charge $4.80 per instructional hour plus a $30.00 registration fee and $30 lab/supply fee for up to 9 weeks of instruction. Fees are assessed by multiplying the required per hour of instruction fee by the number of hours of instruction, with the product rounded to the nearest whole dollar. The rounding procedure is based on rounding up where the product is at least $0.50 and rounding down where the product is less than $0.50. Small classes may require a tuition fee adjustment to accommodate their size. Any variance necessary to comply with law must be requested by written correspondence and have prior approval from the Superintendent (or designee).

American Red Cross Swimming Program/Fee Support—Level 800 & 900: Fees for the American Red Cross Swimming Program must be equal to, but not to exceed costs associated with the provision of instruction. Schools shall charge $23.25 (Level 800) per instructional hour plus a $25.00 registration fee for less than 300 hours of instruction for group lessons and $27.50 (Level 900) per instructional hour plus a $25 registration fee for less than 300 hours of instruction for private lessons. The registration and supply fee may be charged one time for the summer session. Fees are assessed by multiplying the required per hour of instruction fee by the number of hours of instruction, with the product rounded to the nearest whole dollar. The rounding procedure is based on rounding up where the product is at least $0.50 and rounding down where the product

is less than $0.50. Small classes may require a tuition fee adjustment to accommodate their size. Any variance necessary to comply with law must be requested by written correspondence and have prior approval from the Superintendent (or designee)

Broward Fire Academy/CWE Fee Support—Levels 400-700: Fees for the Broward Fire Academy/Fee Support courses are established to cover all associated operating costs with no cost to the District. Tuition covers instructional costs, equipment, maintenance, and marketing. McFatter Technical College shall charge $7.80 per instructional hour for 400 Level courses, $11.00 per instructional hour for 500 Level courses, $12.75 per instructional hour for 600 Level courses, and $17.75 per instructional hour for 700 Level courses. In addition to tuition, a $25 registration fee is charged for each class. A lab fee may be charged to cover the cost of consumable supplies and books issued to enrolled students as well as a $1.00 per hour fee for classes that require air for a self-contained breathing system.

Fees are assessed by multiplying the required per hour of instruction fee by the number of hours of instruction, with the product rounded to the nearest whole dollar. The rounding procedure is based on rounding up where the product is at least $0.50 and rounding down where the product is less than $0.50. These fees will be collected and deposited in the school's internal fund account. There will be two revenue accounts established for these tuition fees. One for instructional costs (43469101) and the other for equipment costs (43469105). Periodically throughout the year, these funds will be remitted to the school's operating budget in functional area 5357670240000000. At the end of the fiscal year, any remaining funds in this Internal Account must be remitted to the school's operating budget in the functional area listed above.

2026-2027

Adult General Education Programs/Courses

Established 1915
BROWARD
County Public Schools

Postsecondary Workforce Education Fee Schedule for 2026-2027
ADULT GENERAL EDUCATION

Program Name/ Number	Program/ Course #	Hours	Tuition Fee
Academic Skills Building (ASB) –	9900500		
ASB Mathematics	9900501	Varies	$30.00
ASB Reasoning through Language Arts	9900502	Varies	$30.00
Adult Basic Education (ABE)	9900000		
ABE Mathematics	9900001	Varies	$30.00
ABE Reasoning through Language Arts	9900023	Varies	$30.00
Adult High School—Program #9900010	Varies	Varies	$30.00
Adult High School (Co-Enrolled)—Program #9900099	Varies	Varies	N/A
Adult English for Speakers of Other Languages (ESOL)			
Adult ESOL	9900040	Varies	$30.00
GED® Preparation Program	9900130		
GED® Reasoning Through Language Arts	9900131	Varies	$30.00
GED® Social Studies	9900132	Varies	$30.00
GED® Science	9900133	Varies	$30.00
GED® Mathematical Reasoning	9900134	Varies	$30.00
GED® Comprehensive	9900135	Varies	$30.00

2026-2027

Career Certificate & Applied Technology Diploma Programs

Established 1915
BROWARD
County Public Schools

Postsecondary Workforce Education Fee Schedule for 2026-2027
CAREER CERTICATE/APPLIED TECHNOLOGY DIPLOMA PROGRAMS

PROGRAM NAME	COST CODE	PROGRAM NUMBER	PGM HOURS	RESIDENT HOURLY PAVE FEE $	NON-RESIDENT HOURLY PAVE FEE $	TOTAL LAB FEE $	LAB FEE PER HR $
AGRICULTURE, FOOD AND NATURAL RESOURCES CLUSTER - SUPPLY ACCOUNT 6346-000							
WASTE WATER TREATMENT TECHNOLOGIES	357	P150527	405	$ 1,134	$ 4,536	$ -	$ -
ARCHITECTURE AND CONSTRUCTION CLUSTER - SUPPLY ACCOUNT 6338-0000							
BUILDING TRADES AND CONSTRUCTION DESIGN TECHNOLOGY	355	C100100	900	$ 2,520	$ 10,080	$ 495	$ 0.55
CARPENTRY	355	C510300	1200	$ 3,360	$ 13,440	$ 480	$ 0.40
DRAFTING	355	C100200	1500	$ 4,200	$ 16,800	$ 300	$ 0.20
ELECTRICITY	355	I460312	1200	$ 3,360	$ 13,440	$ 900	$ 0.75
ELECTRICITY 1	355	C400500	750	$ 2,100	$ 8,400	$ 563	$ 0.75
HEATING, VENTILATION. AIR-CONDITIONING/REFRIGERATION (HVAC/R)	355	C400400	1350	$ 3,780	$ 15,120	$ 945	$ 0.70
HEATING, VENTILATION. AIR-CONDITIONING/REFRIGERATION (HVAC/R) 1	355	C400410	750	$ 2,100	$ 8,400	$ 525	$ 0.70
PLUMBING	355	C500500	1080	$ 3,024	$ 12,096	$ 648	$ 0.60
ARTS, A/V TECHNOLOGY AND COMMUNICATIONS CLUSTER - SUPPLY ACCOUNT 6334-0000							
DIGITAL MEDIA/MULTIMEDIA DESIGN (TEACH OUT)	355	K100200	1050	$ 2,940	$ 11,760	$ 788	$ 0.75
DIGITAL MEDIA/MULTIMEDIA DESIGN (NEW 26/27)	355	V100100	900	$ 2,520	$ 10,080	$ 675	$ 0.75
DIGITAL PHOTOGRAPHY TECHNOLOGY	355	K100300	1050	$ 2,940	$ 11,760	$ 1,050	$ 1.00
DIGITAL PRINTING TECHNOLOGY	355	I480205	990	$ 2,772	$ 11,088	$ 990	$ 1.00
GRAPHIC COMMUNIATIONS AND PRINTING TECHNOLOGY	355	K300100	1650	$ 4,620	$ 18,480	$ 1,650	$ 1.00
TELECOMMUNICATIONS AND FIBER OPTICS TECHNICIAN	355	K600300	465	$ 1,288	$ 5,152	$ 465	$ 1.00
TELEVISION PRODUCTION TECHNOLOGY	355	K300300	1200	$ 3,360	$ 13,440	$ 1,200	$ 1.00
BUSINESS MANAGEMENT AND ADMINISTRATION CLUSTER - SUPPLY ACCOUNT 6332-0000							
ACCOUNTING OPERATIONS	352	B200100	1050	$ 2,940	$ 11,760	$ 210	$ 0.20
ADMINISTRATIVE OFFICE SPECIALIST	352	B070330	1050	$ 2,940	$ 11,760	$ 210	$ 0.20
BUSINESS MANAGEMENT & ANALYSIS	352	B060200	900	$ 2,520	$ 10,080	$ 180	$ 0.20
COURT REPORTING TECHNOLOGY	352	B600100	750	$ 2,100	$ 8,400	$ 263	$ 0.35
COURT REPORTING II	352	B700600	600	$ 1,680	$ 6,720	$ 210	$ 0.35
COURT REPORTING III	352	B700700	1500	$ 4,200	$ 16,800	$ 525	$ 0.35
LEGAL ADMINISTRATIVE SPECIALIST	352	B072000	1050	$ 2,940	$ 11,760	$ 210	$ 0.20
MEDICAL ADMINISTRATIVE SPECIALIST	352	B070300	1050	$ 2,940	$ 11,760	$ 210	$ 0.20
EDUCATION AND TRAINING CLUSTER - SUPPLY ACCOUNT 6337-0000							
CHILDCARE CENTER OPERATIONS	353	V200206	45	$ 126	$ 504	$ 9	$ 0.20

Postsecondary Workforce Education Fee Schedule for 2026-2027
CAREER CERTICATE/APPLIED TECHNOLOGY DIPLOMA PROGRAMS

PROGRAM NAME	COST CODE	PROGRAM NUMBER	PGM HOURS	RESIDENT HOURLY PAVE FEE $	NON-RESIDENT HOURLY PAVE FEE $	TOTAL LAB FEE $	LAB FEE PER HR $
EARLY CHILDHOOD EDUCATION	353	E300100	600	$ 1,680	$ 6,720	$ 450	$ 0.75
PRINCIPLES OF TEACHING	357	P131299	600	$ 1,680	$ 6,720	$ 150	$ 0.25
HEALTH CLUSTER - SUPPLY ACCOUNT 6335-0000							
CENTRAL STERILE PROCESSING TECHNOLOGY	354	H170222	650	$ 1,820	$ 7,280	$ 163	$ 0.25
DENTAL ASSISTING TECHNOLGOY AND MANAGEMENT - ATD	364	H170113	1230	$ 3,444	$ 13,776	$ 554	$ 0.45
DENTAL LABORATORY TECHNOLOGY (TEACH OUT)	354	H170108	2040	$ 5,712	$ 22,848	$ 816	$ 0.40
DENTAL LABORATORY TECHNOLOGY (NEW 26/27)	354	H700100	2040	$ 5,712	$ 22,848	$ 816	$ 0.40
ELECTROCARDIOGRAPH TECHNOLOGY	354	H170208	465	$ 1,302	$ 5,208	$ 140	$ 0.30
EMERGENCY MEDICAL TECHNICIAN - ATD	364	W170212	300	$ 840	$ 3,360	$ 528	$ 1.75
HEMODIALYSIS TECHNICIAN	354	H170207	600	$ 1,680	$ 6,720	$ 150	$ 0.25
MASSAGE THERAPY	354	H120406	750	$ 2,100	$ 8,400	$ 225	$ 0.30
MEDICAL ASSISTING (TEACH OUT)	354	H170515	1300	$ 3,640	$ 14,560	$ 715	$ 0.55
MEDICAL ASSISTING (NEW 26/27)	354	H700300	900	$ 2,520	$ 10,800	$ 495	$ 0.55
MEDICAL CODER/BILLER - ATD	364	H170530	1110	$ 3,108	$ 12,432	$ 278	$ 0.25
MEDICAL LABORATORY ASSISTING	364	H170306	465	$ 1,302	$ 5,208	$ 302	$0.65
MENTAL HEALTH TECHNICIAN	354	H180100	480	$ 1,344	$ 5,376	$ 120	$ 0.25
PATIENT CARE ASSISTANT (TEACH OUT)	354	H170692	290	$ 812	$ 3,248	$ 73	$ 0.25
PATIENT CARE ASSISTANT (NEW 26/27)	354	H700500	235	$ 658	$ 2,632	$ 59	$ 0.25
PATIENT CARE TECHNICIAN (TEACH OUT)	354	H170694	600	$ 1,680	$ 6,720	$ 210	$ 0.35
PATIENT CARE TECHNICIAN (NEW 26/27)	354	H700600	600	$ 1,680	$ 6,720	$ 210	$ 0.35
PHARMACY TECHNICIAN - ATD	364	H170700	1050	$ 2,940	$ 11,760	$ 420	$ 0.40
PHLEBOTOMY	354	H170302	165	$ 462	$ 1,848	$ 107	$ 0.65
PRACTICAL NURSING	354	H170607	1350	$ 3,780	$ 15,120	$ 608	$ 0.45
SURGICAL TECHNOLOGY (TEACH OUT)	354	H170211	1330	$ 3,724	$ 14,896	$ 798	$ 0.60
SURGINAL TECHNOLOGY (NEW 26/27)	354	H700200	1440	$ 4,032	$ 16,128	$ 864	$ 0.60
HOSPITALITY AND TOURISM CLUSTER - SUPPLY ACCOUNT 6331-000							
BAKING AND PASTRY ARTS	355	N100600	600	$ 1,680	$ 6,720	$ 510	$ 0.85
CULINARY VEGETARIAN & PLANT BASED SPECIALITY	355	N100510	600	$ 1,680	$ 6,720	$ 150	$ 0.25
PROFESSIONAL CULINARY ARTS & HOSPITALITY (TEACH OUT)	353	N100500	1200	$ 3,360	$ 13,440	$ 1,200	$ 1.00
PROFESSIONAL CULINARY ARTS & HOSPITALITY (NEW 26/27)	353	N100700	1200	$ 3,360	$ 13,440	$ 1,200	$ 1.00

Postsecondary Workforce Education Fee Schedule for 2026-2027
CAREER CERTICATE/APPLIED TECHNOLOGY DIPLOMA PROGRAMS

PROGRAM NAME	COST CODE	PROGRAM NUMBER	PGM HOURS	RESIDENT HOURLY PAVE FEE $	NON-RESIDENT HOURLY PAVE FEE $	TOTAL LAB FEE $	LAB FEE PER HR $
HUMAN SERVICES CLUSTER - SUPPLY ACCOUNT 6339-000							
BARBERING	355	I120403	900	$ 2,520	$ 10,080	$ 270	$ 0.30
COSMETOLOGY	355	D500100	1200	$ 3,360	$ 13,440	$ 360	$ 0.30
FACIALS SPECIALTY	355	I120425	220	$ 616	$ 2,464	$ 66	$ 0.30
NAILS SPECIALITY	355	I120415	180	$ 504	$ 2,016	$ 54	$ 0.30
INFORMATION TECHNOLOGY CLUSTER - SUPPLY ACCOUNT 6333-000							
APPLIED CYBERSECURITY (TEACH OUT)	352	Y100300	750	$ 2,100	$ 8,400	$ 150	$ 0.20
APPLIED CYBERSECURITY (NEW 26/27)	352	T100500	750	$ 2,100	$ 8,400	$ 150	$ 0.20
APPLIED INFORMATION TECHNOLOGY	352	Y300400	600	$ 1,680	$ 6,720	$ 120	$ 0.20
CLOUD COMPUTING & VIRTUALIZATION	352	Y100400	900	$ 2,520	$ 10,080	$ 225	$ 0.25
COMPUTER SYSTEMS AND INFORMATION TECHNOLOGY	352	Y100200	900	$ 2,520	$ 10,080	$ 405	$ 0.45
DATABASE APPLICATION DEVELOPMENT & PROGRAMMING	352	Y700300	1200	$ 3,360	$ 13,440	$ 120	$ 0.10
GAME/SIMULATION/ANIMATION PROGRAMMING	352	B082300	600	$ 1,680	$ 6,720	$ 150	$ 0.25
NETWORK SUPPORT SERVICES	352	B078000	1050	$ 2,940	$ 11,760	$ 315	$ 0.30
NETWORK SYSTEMS ADMINISTRATION	352	B079300	1050	$ 2,940	$ 11,760	$ 368	$ 0.35
WEB DEVELOPMENT	352	Y700100	1050	$ 2,940	$ 11,760	$ 263	$ 0.25
LAW & PUBLIC SAFETY AND SERVICE CLUSTER- SUPPLY ACCOUNT 6341-000							
FIREFIGHTER	357	P430211	492	$ 1,378	$ 5,510	$ 1,968	$ 4.00
MANUFACTURING CLUSTER - SUPPLY ACCOUNT 6342-000							
MACHINING TECHNOLOGIES	355	J200100	1500	$ 4,200	$ 16,800	$ 675	$ 0.45
WELDING TECHNOLOGY	355	J400400	1050	$ 2,940	$ 11,760	$ 3,150	$ 3.00
WELDING TECHNOLOGY, ADVANCED	355	J400410	750	$ 2,100	$ 8,400	$ 2,250	$ 3.00
TRANSPORTATION, DISTRIBUTION AND LOGISTICS CLUSTER - SUPPLY ACCOUNT 6344-000							
AUTOMOTIVE COLLISION TECHNOLOGY TECHNICIAN	355	T401300	1400	$ 3,920	$ 15,680	$ 2,100	$ 1.50
AUTOMOTIVE MAINTENANCE AND LIGHT REPAIR TECHNICIAN	355	T404100	600	$ 1,680	$ 6,720	$ 300	$ 0.50
AVIONICS SYSTEMS TECHNICIAN	355	T400310	1200	$ 3,360	$ 13,440	$ 300	$ 0.25
COMMERCIAL CLASS "B" DRIVING	355	I490251	150	$ 420	$ 1,680	$ 458	$ 3.05
COMMERCIAL VEHICLE DRIVING	355	I490205	320	$ 896	$ 3,584	$ 1040	$ 3.25
DIESEL SYSTEMS TECHNICIAN	355	I470605	1800	$ 5,040	$ 20,160	$ 2,430	$ 1.35
MANUFACTURER SPECIFIC AUTOMOTIVE SERVICE TECHNOLOGY	355	I470604	2400	$ 6,720	$ 26,880	$ 1,920	$ 0.80

Postsecondary Workforce Education Fee Schedule for 2026-2027
CAREER CERTICATE/APPLIED TECHNOLOGY DIPLOMA PROGRAMS

PROGRAM NAME	COST CODE	PROGRAM NUMBER	PGM HOURS	RESIDENT HOURLY PAVE FEE $	NON-RESIDENT HOURLY PAVE FEE $	TOTAL LAB FEE $	LAB FEE PER HR $
MARINE SERVICE TECHNOLOGIES	355	T400210	1350	$ 3,780	$ 15,120	$ 2,025	$ 1.50
MASTER AUTOMOTIVE SERVICE TECHNOLOGY	355	I470608	1800	$ 5,040	$ 20,160	$ 2,700	$ 1.50

2026-2027

Fee Supported Courses

Established 1915
BROWARD
County Public Schools

Fee Schedule for 2026-2027
CONTINUING WORKFORCE EDUCATION - BROWARD FIRE ACADEMY

COURSE	COURSE NUMBER	HOURS	TOTAL TUITION	TOTAL LAB FEE	AIR SUPPLY PER HR FEE	LAB FEE PER HR
Academy Entrance Ability (Physical Ability) --*Level 400*	LL000170	8	$ 62.00	$ 0.00	N/A	$ 0.00
Aerial Operator--*Level 400*	LL000170	40	$ 312.00	$ 10.00	N/A	$ 0.25
Confined Space Rescue Operations Level--*Level 500*	LL000180	24	$ 264.00	$ 16.00	$ 1.00	$ 0.65
Confined Space Rescue Technician Level--*Level 500*	LL000180	16	$ 176.00	$ 15.00	$ 1.00	$ 0.95
Countywide Ability--*Level 400*	LL000170	8	$ 62.00	$ 0.00	N/A	$ 0.00
Course Delivery FFP1740--*Level 400*	LL000170	40	$ 312.00	$ 0.00	N/A	$ 0.00
Course Design--*Level 400*	LL000170	40	$ 312.00	$ 6.00	N/A	$ 0.15
Driver/Operator--*Level 400*	LL000170	40	$ 312.00	$ 10.00	N/A	$ 0.25
Emergency Vehicle Operational Course--*Level 400*	LL000170	20	$ 156.00	$ 10.00	N/A	$ 0.50
EMS Level 1 Course--*Level 400*	LL000170	40	$ 312.00	$ 6.00	N/A	$ 0.15
Flashover--*Level 600*	LL000190	8	$ 102.00	$ 8.00	N/A	$ 1.00
Hydraulics--*Level 400*	LL000170	40	$ 312.00	$ 10.00	N/A	$ 0.25
Live Fire Refresher--*Level 400*	LL000170	8	$ 62.00	$ 15.00	N/A	$ 1.90
Live Fire--*Level 400*	LL000170	40	$ 312.00	$ 22.00	N/A	$ 0.55
Rope Operations--*Level 600*	LL000190	40	$ 510.00	$ 30.00	N/A	$ 0.75
Rope Technician--Level *600*	LL000190	40	$ 510.00	$ 30.00	N/A	$ 0.75
Structural Collapse Technician--*Level 600*	LL000190	80	$ 1,020.00	$ 376.00	$ 1.00	$ 4.70
Survival Techniques and Rescue (STAR) --*Level 400*	LL000170	40	$ 312.00	$ 46.00	N/A	$ 1.15
Trench Operations--*Level 500*	LL000180	24	$ 264.00	$ 52.00	$ 1.00	$ 2.15
Trench Technician--*Level 600*	LL000190	16	$ 204.00	$ 36.00	$ 1.00	$ 2.25
Vehicle and Machinery Operations--*Level 500*	LL000180	40	$ 440.00	$ 138.00	$ 1.00	$ 3.45
Vehicle and Machinery Technician--*Level 500*	LL000180	40	$ 440.00	$ 138.00	$ 1.00	4 3.45

Fee Schedule for 2026-2027
CONTINUING WORKFORCE EDUCATION – TECHNICAL COLLEGES

CLUSTER NUMBER	COURSE NUMBER	COURSE NAME	LEVEL	TUITION HOURLY FEE	SUPPLY FLAT FEE	SUPPLY HOURLY FEE
E91010A0		**AGRICULTURE, FOOD & NATURAL RESOURCES**				
	E91010AA	WATER DISTRIBUTION OPERATOR – LEVEL 3	200	$ 3.60	$ 100.00	
E91010C0		**ARCHITECTURE AND CONSTRUCTION**				
	E91010CA	CONSTRUCTION INSPECTOR ACADEMIC TRAINING	100	$ 2.40	$ 8.00	
	E91010CB	DRAFTING	100	$ 2.40	$ -	$ 0.15
	E91010CC	FORKLIFT	100	$ 2.40	$ 12.00	
	E91010CD	FRAMING	100	$ 2.40	$ 10.00	
E91010K0		**ARTS, A/V TECHNOLOGY AND COMMUNICATIONS**				
	E91010KA	TV PRODUCTION	100	$ 2.40	$ -	
	E91010KB	FIBER OPTIC TECHNICIAN	200	$ 3.60	$ 600.00	
E91010B0		**BUSINESS MANAGEMENT AND ADMINISTRATION**				
	E91010BA	COURT REPORTING	100	$ 2.40	$ 160.00	
E91010H0		**HEALTH SCIENCE**				
	E91010HA	IV THERAPY	100	$ 2.40	$ 30.00	
	E91010HB	PHLEBOTOMY	100	$ 2.40	$ -	$ 0.70
E91010N0		**HOSPITALITY AND TOURISM**				
	E91010NA	CULINARY ARTS	100	$ 2.40	$ -	$ 0.25
	E91010NB	BAKING & PASTRY	100	$ 2.40	$ -	$ 3.13
E91010Y0		**INFORMATION TECHNOLOGY**				
	E91010YG	INTRODUCTION TO COMPUTERS	200	$ 3.60	$ 15.00	
	E91010YH	FILEMAKER PRO	200	$ 3.60	$ 15.00	
	E91010YA	MICROSOFT EXCEL	200	$ 3.60	$ 15.00	
	E91010YB	MICROSOFT OFFICE	200	$ 3.60	$ 15.00	
	E91010YC	MICROSOFT WORD	200	$ 3.60	$ 15.00	
	E91010YD	PHOTOSHOP	200	$ 3.60	$ 15.00	
	E91010YE	WEB DESIGN	200	$ 3.60	$ 15.00	
	E91010YF	QUICKBOOKS	200	$ 3.60	$ 15.00	
E91010L0		**LAW, PUBLIC SAFETY AND SERVICE**				
	E91010LA	FIRE ACADEMY	400	$ 7.80	$ -	Varies
	E91010LB	FIRE ACADEMY	500	$ 11.00	$ -	Varies
	E91010LC	FIRE ACADEMY	600	$ 12.75	$ -	Varies
	E91010LD	FIRE ACADEMY	700	$ 17.75	$ -	Varies
E91010J0		**MANUFACTURING**				
	E91010JA	WELDING	200	$ 3.60	$ 117.00	

CLUSTER NUMBER	COURSE NUMBER	COURSE NAME	LEVEL	TUITION HOURLY FEE	SUPPLY FLAT FEE	SUPPLY HOURLY FEE
E91010M0		**MARKETING, SALES & SERVICES**				
	E91010MA	REAL ESTATE	100	$ 2.40	$ 25.00	
E91010T0		**TRANSPORTATION, DISTRIBUTION AND LOGISTICS**				
	E91010TA	CVD EXAMINER	200	$ 3.60	$ 2,500.00	$ -
	E91010TB	CVD 20 HR REFRESHER	200	$ 3.60	$ 1000.00	$ -
	E91010TC	CVD 30 HR REFRESHER	200	$ 3.60	$ 1,350.00	$ -

Fee Schedule for 2026-2027
LIFELONG LEARNING

CATEGORY NUMBER	COURSE NUMBER	CATEGORY NAME/ COURSE NAME	LEVEL	TUITION HOURLY FEE	SUPPLY FLAT FEE
LL000010		**ARTS/CRAFTS**			
	LL00001A	BEADS	100	$ 2.40	$ 31.00
	LL00001B	CLAY	100	$ 2.40	$ 23.00
	LL00001C	CROCHETING	100	$ 2.40	$ 6.00
	LL00001D	FLORAL DESIGN	100	$ 2.40	$ 112.00
	LL00001E	GLASS	100	$ 2.40	$ 37.00
	LL00001F	JEWELRY MAKING	100	$ 2.40	$ 28.00
	LL00001G	LIQUID ART	100	$ 2.40	$ 20.00
	LL00001H	MOSAIC TILE	100	$ 2.40	$ 26.00
	LL00001I	PAINTING	100	$ 2.40	$ 10.00
	LL00001J	SCRAPBOOKING	100	$ 2.40	$ 10.00
	LL00001K	SEWING	100	$ 2.40	$ 9.00
	LL00001L	THE ART OF ARCHITECTURE	100	$ 2.40	$ 5.00
	LL00001M	WOODWORKING	100	$ 2.40	$ 27.00
	LL00001O	THE ART OF LOOKING AT ART	100	$ 2.40	$ 5.00
LL000020		**BUSINESS/FINANCE/LAW**			
	LL00002B	FINANCE	100	$ 2.40	$ 5.00
	LL00002C	GRANTS	100	$ 2.40	$ 5.00
	LL00002D	SMALL BUSINESS	100	$ 2.40	$ 5.00
	LL00002E	LAW	100	$ 2.40	$ 5.00
	LL00002F	REAL ESTATE	100	$ 2.40	$ 25.00
LL000030		**CHILDREN & TEENS**			
	LL00003A	ACTING (Children)	100	$ 2.40	$ 5.00
	LL00003B	CLAY (Children)	100	$ 2.40	$ 30.00
	LL00003C	COOKING (Children)	100	$ 2.40	$ 64.00
	LL00003D	ETIQUETTE	100	$ 2.40	$ 5.00
	LL00003E	HOMEWORK ASSISTANCE	100	$ 2.40	$ 5.00
	LL00003F	MUSICAL INSTRUMENTS (Children)	100	$ 2.40	$ 7.00
	LL00003G	SWIMMING (Children)	200	$ 3.60	$ 10.00
	LL00003H	TENNIS (Children)	100	$ 2.40	$ 6.00
LL000040		**COMPUTER APPLICATIONS**			
	LL00004A	COMPUTER SKILLS 101	200	$ 3.60	$ 15.00
	LL00004B	INTRO TO COMPUTERS	200	$ 3.60	$ 15.00
	LL00004C	KEYBOARD	200	$ 3.60	$ 15.00
	LL00004D	MAC MEDIA	200	$ 3.60	$ 15.00
	LL00004E	MICROSOFT EXCEL	200	$ 3.60	$ 15.00
	LL00004F	MICROSOFT OFFICE	200	$ 3.60	$ 15.00
	LL00004G	MICROSOFT WORD	200	$ 3.60	$ 15.00
	LL00004H	PHOTOSHOP	200	$ 3.60	$ 15.00
	LL00004I	WEB DESIGN	200	$ 3.60	$ 15.00
	LL00004J	QUICKBOOKS	200	$ 3.60	$ 15.00

CATEGORY NUMBER	COURSE NUMBER	CATEGORY NAME/ COURSE NAME	LEVEL	TUITION HOURLY FEE	SUPPLY FLAT FEE
LL000050		**COOKING & CULINARY ARTS**			
	LL00005A	BAKING & PASTRY	100	$ 2.40	$ 52.00
	LL00005B	COOKING	100	$ 2.40	$ 52.00
LL000060		**DANCE & MUSIC**			
	LL00006A	DANCING	100	$ 2.40	$ 6.00
	LL00006B	MUSICAL INSTRUMENTS	100	$ 2.40	$ 8.00
	LL00006C	VOCAL PHRASING	100	$ 2.40	$ 5.00
	LL00006D	PROMPTING & PROTECTING YOUR MUSIC	100	$ 2.40	$ 5.00
	LL00006E	SONGWRITING	100	$ 2.40	$ 7.00
LL000070		**HEALTH/FITNESS/BEAUTY**			
	LL00007A	BEAUTY	100	$ 2.40	$ 5.00
	LL00007B	FITNESS	100	$ 2.40	$ 7.00
	LL00007C	HEALTH	100	$ 2.40	$ 6.00
	LL00007D	TAI CHI	100	$ 2.40	$ 6.00
	LL00007E	YOGA	100	$ 2.40	$ 6.00
LL000080		**LANGUAGES**			
	LL00008A	LANGUAGES	100	$ 2.40	$ 33.00
LL000090		**MAINTENANCE & REPAIR**	100	$ 2.40	$ 0.00
LL000100		**PARENTING**	100	$ 2.40	$ 0.00
LL000110		**RECREATION & SPORTS**			
	LL00011A	GOLF	100	$ 2.40	$ 10.00
	LL00011B	LEAGUE PREPARATION	100	$ 2.40	$ 6.00
	LL00011C	SWIMMING	100	$ 2.40	$ 9.00
	LL00011D	TENNIS	100	$ 2.40	$ 6.00
	LL00011E	URBAN SAFARI	100	$ 2.40	$ 5.00
	LL00011F	VOLLYBALL	100	$ 2.40	$ 10.00
	LL00011G	WATER POLO	100	$ 2.40	$ 10.00
	LL00011H	PICKLEBALL	100	$ 2.40	$ 10.00
LL000120		**PERSONAL ENRICHMENT**			
	LL00012D	ACTING	100	$ 2.40	$ 5.00
	LL00012E	BOOKS & MOVIES	100	$ 2.40	$ 5.00
	LL00012F	EMPLOYMENT	100	$ 2.40	$ 5.00
	LL00012G	FENG SHUI	100	$ 2.40	$ 5.00
	LL00012H	REIKI	100	$ 2.40	$ 13.00
	LL00012I	SPEAKING & GRAMMAR	100	$ 2.40	$ 5.00
	LL00012J	DATING & RELATIONSHIPS	100	$ 2.40	$ 5.00
	LL00012K	DOG OBEDIENCE	100	$ 2.40	$ 5.00
	LL00012L	HOME IMPROVEMENT	100	$ 2.40	$ 5.00
	LL00012M	FAMILY HISTORY	100	$ 2.40	$ 6.00
	LL00012N	WRITING	100	$ 2.40	$ 5.00
LL000130		**SEMINARS**	100	$ 2.40	$ 0.00
LL000140		**SPECIAL INTEREST**	100	$ 2.40	$ 0.00
LL000150		**TEEN TIME**	100	$ 2.40	$ 0.00
LL000160		**TRENDS & ISSUES**	100	$ 2.40	$ 0.00
LL000210		**SUMMER CAMPS & PROGRAMS**			

CATEGORY NUMBER	COURSE NUMBER	CATEGORY NAME/ COURSE NAME	LEVEL	TUITION HOURLY FEE	SUPPLY FLAT FEE
	LL00021A	TENNIS (SUMMER CAMP)	100	$ 2.40	$ 15.00
LL000220		**CAREER & TECHNICAL SKILLS**			
	LL00022A	MEDICAL BILLING & CODING	100	$ 2.40	$ 9.00
	LL00022B	MEDICAL OFFICE	100	$ 2.40	$ 15.00
	LL00022C	MEDICAL TERMINOLOGY	100	$ 2.40	$ 10.00
	LL00022D	WELDING	100	$ 2.40	$ 117.00
LL000230		**EXAMS & COLLEGE TEST PREP**			
	LL00023A	ACT PREP	100	$ 2.40	$ 76.00
	LL00023B	ASVAB PREP	100	$ 2.40	$ 10.00
	LL00023C	GENERAL CONTRACTOR LICENSE PREP	100	$ 2.40	$ 25.00
	LL00023D	SAT PREP	100	$ 2.40	$ 6.00
LL000240		**AMANDA'S PLACE**			
	LL00024A	DADDY AND ME	300	$ 4.80	$ 30.00
	LL00024B	MOMMY AND ME	300	$ 4.80	$ 30.00
LL000250		**AMERICAN RED CROSS SWIMMING**			
	LL00025A	GROUP	800	$ 23.25	$ 20.00
	LL00025B	PRIVATE	900	$ 27.50	$ 20.00
LL000260		**PHOTOGRAPHY**			
	LL00026A	PHOTOGRAPHY	100	$ 2.40	$ 31.00

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-09	Regular School Board Meeting
CATEGORY:	TT. Information Systems
DEPARTMENT:	Information Technology

Agenda Item Number:	TT-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY22-268 - Student Dismissal Management Software (CurbSmart)

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC) and Nutri-Link Technologies, Inc. and the budget authority in the amount of $252,000. This software application is for all Elementary School usage. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Original Agreement
- First Amendment
- Second Amendment
- TT-1 Response

FINANCIAL IMPACT:

$252,000. Funding will come from the Information Systems Division (ISD) General Fund Budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Daryl Diamond	Phone:	754-321-0330
Name:	Olen B. Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer May 26, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

FY22-268 Student Dismissal Management Software (CurbSmart)

Board Meeting Date: June 9, 2026

Requested Action: Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC) and Nutri-Link Technologies, Inc. and the budget authority in the amount of $252,000. This software application is for all Elementary School usage.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• If the School Board votes "Yes," Elementary schools will be able to participate in utilizing the CurbSmart student dismissal management system in the 2026-2027 school year. This will allow safe, secure, and equitable student dismissal operations. Additionally, it will allow for improved efficiency, accountability, and communication among staff, students, and families.
If the School Board votes "No"	• If the School Board votes "No," Individual elementary schools would have to purchase the student dismissal solution through their school budget, and it would not allow for equity for all elementary schools to have the student dismissal solution.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety • Guardrail 2: Equity • Guardrail 3: School Safety
Measurable Outcome(s)/Return on Investment	• Reduction in car line wait times, improving security and elementary school dismissal operational efficiency for students, parents, and staff.

	• Increase student dismissal management equity to elementary schools District-wide.

Background/History
The District made the decision to negotiate a District-wide license providing cost savings and allowing all elementary schools to have access to a student dismissal management application. Nutri-Link Technologies, Inc. provides CurbSmart software, a comprehensive student dismissal management application used by elementary schools to manage and streamline car line and dismissal processes. The system was initially implemented with thirty-two (32) elementary schools in 2022-2023 school year and has expanded based on operational needs and school interest annually. Previous Board actions approved the original agreement and the first renewal and amendment, allowing for continued expansion and District-wide adoption.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Agreement Term: September 13, 2022, through September 12, 2025; with the option to extend for two (2) additional one (1) year renewal periods. Second Renewal Term: September 13, 2026, through September 12, 2027. Small/Minority/Veteran/Women Business Enterprise Vendor(s): None
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III(E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitation from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and information technology.

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funding for this item will be budgeted within the FY27 budget.
2. Funding is provided by the Information Systems Division (ISD).

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
9/13/2026 – 9/12/2027	12	$252,000

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	10 Months	ISD General Fund Budget	$252,000
FY28	2 Months	ISD General Fund Budget	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This item directly impacts participating elementary schools by providing equitable continued access to the CurbSmart student dismissal management system. Schools benefit from standardized dismissal procedures, improved traffic flow, enhanced student safety, and increased staff efficiency.

School Selection /Prioritization	All elementary schools can sign up to use Curbsmart. Annually, a pivot memo is sent to all elementary school principals with information on how to contact the vendor for assistance and implementation. Elementary schools currently using CurbSmart will continue participation under the renewed Agreement. School participation is based on operational needs and school interest, with the goal of maintaining consistent District-wide coverage and equitable access.
Community/ Stakeholder Engagement	A survey was distributed to schools at the end of March 2026, with positive feedback received to date and additional responses still pending.
End-User Input	Schools currently using the Curbsmart application have provided positive feedback and plan to continue using the platform, with additional schools expressing interest in adoption.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Exhibit A: Original Agreement
Exhibit B: First Amendment
Exhibit C: Second Amendment

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Torey Alston, Chair
Lori Alhadeff, Vice Chair

Daniel P. Foganholi
Debra Hixon
Sarah Leonardi
Ryan Reiter
Nora Rupert
Manuel A. Serrano
Kevin P. Tyan

Dr. Vickie L. Cartwright
Superintendent of Schools

September 23, 2022

Michael Lobato
281 Mavericks Run
Martin, Georgia 30557

RE: FY22-268 - Student Dismissal Management Software

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Nutri-Link Technologies, Inc. This is the result of the School Board's approval on September 13, 2022, for item OO-6. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Harmoni Clealand, Purchasing Agent IV
Dr. Valerie Wanza, Associate Superintendent, Regional Offices
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2022-09-13	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	

TITLE: **FY22-268 - Student Dismissal Management Software**

REQUESTED ACTION: **Recommendation to approve the above-referenced Agreement; Contract Term: September 13, 2022 through September 12, 2025; Award Amount: $200,000; Awarded Vendor(s): Nutri-Link Technologies, Inc; User Department: Regional Offices; Small/Minority/Women Business Enterprise Vendor(s): None.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Tool Development, Implementation, & Use

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics?** **YES**

***If YES**, identify the primary metric and include the corresponding figures in the table below.*

Primary Goal & Metric:

Level	Baseline	2024 Target	Most Current

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target

***If NO**, outline below how staff intends to evaluate the success/impact of this item/initiative.*

Reduction in car pool line wait time and percentage of school's satisfaction with the application.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **NO**

Nutri-Link provides CurbSmart software which elementary schools use to simplify the school car line bringing efficiency, safety, and accountability to parents, students, and school administrators.

The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

RELATED ITEMS

EXHIBITS

- Executive Summary
- Financial Analysis Worksheet
- Agreement

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. N/A
2.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item?	**NO**
If YES, How much additional funding is necessary to implement this item?	
If NO, How much existing funding will be spent to implement this item?	$200,000

SOURCE OF FUNDS: Various school budgets.

Spending Authority

Is additional spend authority required for this item?	**YES**
If YES, How much additional spending authority is necessary to implement this item?	$200,000

Staffing

Is additional staff required in relation to the implementation of this item?	**NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-3838
Name:	Mary C. Coker	Phone:	754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Operations

Signature

Judith M. Marte, Deputy Superintendent, Operations

Electronic Signature

Form $4189 Revised 1/20

VLC/JSM

Approved in Open Board Meeting On: September 13, 2022

By: _____

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NUTRI-LINK TECHNOLOGIES, INC.
(hereinafter referred to as "NUTRI-LINK"),
whose principal place of business is
281 Mavericks Run, Martin, Georgia 30557

WHEREAS, SBBC is in need of cloud-based software that manages student dismissal and desires to procure "CurbSmart", a solution that is copyrighted by NUTRI-LINK, for this need; and

WHEREAS, NUTRI-LINK is willing to provide CurbSmart to SBBC; and

WHEREAS, Florida Administrative Code, Rule 6A -1.012, Sections 11(b), and 14 and SBBC Purchasing Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, instructional materials and computer software without competitive solicitations.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on September 12, 2025 unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and NUTRI-LINK, be extended for two (2) additional one-year periods.

2.02 **Description of Goods or Services Provided**. NUTRI-LINK will provide SBBC access to the CurbSmart software subscription, which is an application for school sites to efficiently and safely manage student dismissal.

2.03 **Cost and Payment**. The cost of CurbSmart After-School dismissal base is $2,350 per year, per school site and the optional After School Care module is an additional $500

per year, per school site. Each school site is responsible for issuing a purchase order to NUTRI-LINK with net thirty (30) day payment terms, to be pre-paid for the year.

2.04 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide NUTRI-LINK with the education records listed in this section for the following purpose(s):

1) allow SBBC to utilize the CurbSmart software to manage student dismissal
2) manage which individuals are authorized to pick student up from school
3) assign random numbering for each student to expedite student pick-up process
4) notify parents or guardians when their student is picked-up from school
5) allow parent or guardian to communicate to SBBC any pick-up changes for their student
6) identify where (location) student was released, time and the individual student was released to

(b) SBBC will provide NUTRI-LINK with the following education records via SBBC's integration application:

1) student first and last name
2) student identification number
3) student's grade
4) student's birthdate
5) parent or guardian first and last name
6) parent or guardian email address
7) first and last name of person authorized to pick up student

(c) In addition to the education records being disclosed by SBBC staff in this section, NUTRI-LINK will also have access to information input by employees in NUTRI-LINK's online platform, including name of individual picking-up student, time and location of student pick-up.

(d) NUTRI-LINK is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(e) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in NUTRI-LINK's privacy policies if any.

2.05 **NUTRI-LINK Safeguarding Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, NUTRI-LINK shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state

or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims

no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) NUTRI-LINK shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **SBBC Disclosure of Employee Records**.

(a) SBBC staff will provide NUTRI-LINK with the employee records in this section for the following purposes:

1) set up user accounts for staff
2) provision accounts with appropriate permission levels in software
3) allow staff to use application to release students or update student's records
4) allow staff with Admin permissions to set up user accounts for other staff members

(b) SBBC will provide NUTRI-LINK with the following employee records, via SBBC's integration application:

1) employee first and last name
2) employee's SBBC email address

(c) The requirements of this section shall supersede any uses and disclosures of employee records as listed in NUTRI-LINK's privacy policies.

2.07 **NUTRI-LINK Safeguarding the Confidentiality of Employee Records**.

Notwithstanding any provision to the contrary within this Agreement, NUTRI-LINK shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.08 **Inspection of NUTRI-LINK's Records by SBBC**. NUTRI-LINK shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All NUTRI-LINK's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of NUTRI-LINK directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to NUTRI-LINK's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to NUTRI-LINK pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide NUTRI-LINK reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to NUTRI-LINK's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by NUTRI-LINK to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any NUTRI-LINK's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by NUTRI-LINK in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by NUTRI-LINK. If the audit discloses billings or charges to which NUTRI-LINK

is not contractually entitled, NUTRI-LINK shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, NUTRI-LINK shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by NUTRI-LINK to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to NUTRI-LINK pursuant to this Agreement and such excluded costs shall become the liability of NUTRI-LINK.

(g) Inspector General Audits. NUTRI-LINK shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Deputy Superintendent, Teaching & Learning The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To NUTRI-LINK:	Michael Lobato 281 Mavericks Run Martin, Georgia 30557

2.10 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.11 **Background Screening**. NUTRI-LINK shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of NUTRI-LINK's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of NUTRI-LINK or its personnel providing any services under this Agreement. NUTRI-LINK shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to NUTRI-LINK and its personnel. The parties agree that the failure of NUTRI-LINK to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit NUTRI-LINK to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. NUTRI-LINK agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from NUTRI-LINK'S failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. NUTRI-LINK shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, NUTRI-LINK shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. NUTRI-LINK shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if NUTRI-LINK does not transfer the public records to SBBC. Upon completion of the Agreement, NUTRI-LINK shall transfer, at no cost, to SBBC all public records in possession of NUTRI-LINK or keep and maintain public records required by SBBC to perform the services required under the Agreement. If NUTRI-LINK transfers all public records to SBBC upon completion of the Agreement, NUTRI-LINK shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NUTRI-LINK keeps and maintains public records upon completion of the Agreement, NUTRI-LINK shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE

AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By NUTRI-LINK. NUTRI-LINK agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by NUTRI-LINK, its agents, servants, or employees; the equipment of NUTRI-LINK, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NUTRI-LINK or the negligence of NUTRI-LINK'S agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by NUTRI-LINK, SBBC, or otherwise.

2.14 **Insurance Requirements**. NUTRI-LINK shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. NUTRI-LINK shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Tech Errors & Omissions. NUTRI-LINK shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, NUTRI-LINK shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of the required insurance must be furnished by NUTRI-LINK to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit NUTRI-LINK sufficient time to remedy any deficiencies. NUTRI-LINK must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. NUTRI-LINK is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.15 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by NUTRI-LINK that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List. NUTRI-LINK further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. NUTRI-LINK acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. NUTRI-LINK further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if NUTRI-LINK (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if NUTRI-LINK is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and

attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of

such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Torey Alston, Chair

Date: SEP 13 2022

ATTEST:

_____
Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric Abend
Date: 2022.08.15 12:01:33 -04'00'

_____
Office of the General Counsel

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FOR NUTRI-LINK:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

NUTRI-LINK TECHNOLOGIES, INC.

By: _____

Print Name: Michael Lobato

Title: President

Date: 06/07/2022

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Georgia

COUNTY OF Stephens

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6/8/2022 (*date*) by Michael Terry Lobato (*name of officer or agent, title of officer or agent*) of Nutri-Link Technologies Inc. (*name of corporation acknowledging*), a GA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Georgia Drivers License (*type of identification*) as identification and who ☐☑did/☐did not first take an oath this 8th day of June, 2022.

My Commission Expires:

_____
Signature – Notary Public

Michelle Hudson
Printed Name of Notary

(SEAL)

MICHELLE HUDSON, NOTARY PUBLIC
STEPHENS COUNTY GEORGIA
MY COMMISSION EXPIRES 8/9/2022

WL-00379484
Notary's Commission No.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-08-19	Regular School Board Meeting
CATEGORY:	TT. Information Systems
DEPARTMENT:	Information Technology

Agenda Item Number:	TT-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY22-268 Student Dismissal Mgmt. Software Recommendation to Amend Current Contract for its First Renewal and Approval Add'l Spending Authority

REQUESTED ACTION:

Approve the First Renewal of the Agreement between The School Board of Broward County, Florida (SBBC) and Nutri-Link Technologies, Inc. amending various provisions of the Agreement, and approve the Additional Spending Authority of $252,000.

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement
- Financial Analysis Worksheet

FINANCIAL IMPACT:

The additional spending authority requested is $252,000.00 bringing the New Total Award Amount to $704,000 and is funded by the Information Systems Division (ISD).

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Trey Davis	Phone:	754-321-2607
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Olen B. Davis III, Chief Information Officer

Signature

Olen B. Davis III, Chief Information Officer Aug 15, 2025

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: August 19, 2025

By: Debra Hixon

School Board Chair

(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon

Debra Hixon, Chair

Date: 8-19-25

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.08.15 12:30:09 -04'00'

Office of the General Counsel

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(Corporate Seal)

FOR NUTRI-LINK:

Nutri-Link Technologies, Inc.

ATTEST:

By: _____
Signature

Corporate Secretary Signature
Print Name: JANA LOBATO
-or-

Print Name: MICHAEL LOBATO

Title: PRESIDENT

Witness Signature
Print Name: _____

Date: 08-14-2025

Witness Signature
Print Name: _____

The Following Notarization is Required for Every Agreement Without Regard to Whether the VENDOR Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Georgia
COUNTY OF Stephens

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8.15.2025 (*date*) by Maegan Holt (*name of officer or agent, title of officer or agent*) of Nutri Link Technologies Inc (*name of corporation acknowledging*), a GA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced DL (type of identification) as identification and who did first take an oath this 15th day of August, 2025.

My Commission Expires:

Notary Public Signature

(SEAL)

MAEGAN LYN HOLT NOTARY PUBLIC EXPIRES 8.21.2027 HABERSHAM COUNTY, GEORGIA

Maegan L. Holt
Printed Name of Notary

Notary's Commission No.

THIS SECOND AMENDMENT TO AGREEMENT ("SECOND AMENDMENT")
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NUTRI-LINK TECHNOLOGIES, INC.
(hereinafter referred to as "NUTRI-LINK"),
a Georgia for profit corporation,
having its principal place of business at
281 Mavericks Run, Martin, Georgia 30557

Each a "party" and together, the "parties"

RECITALS

A. **WHEREAS**, SBBC and NUTRI-LINK entered into an Agreement that commenced on September 13, 2022, and expired on September 12, 2025 ("Agreement") incorporated herein by reference; and

B. **WHEREAS,** the Agreement permits two (2) additional one-year extensions; and

C. **WHEREAS,** on August 19, 2025, SBBC and NUTRI-LINK exercised the first one-year extension from September 13, 2025 through September 12, 2026 through a First Amendment, incorporated herein by reference; and

D. **WHEREAS,** SBBC and NUTRI-LINK mutually desire to amend certain provisions of the Agreement and exercise the second and final extension of the Agreement term from September 13, 2026, through September 12, 2027, through this Second Amendment.

E. **NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement) the term of the Agreement is hereby extended from **September 13, 2026** ("Effective Date") through **September 12, 2027**, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

3.1 Provision 2.22 is **added** to the Agreement by interlineation as follows:

2.22 **Entities of Foreign Concern**. This provision shall apply if NUTRILINK has access to personal identifying information ("PII") as permitted under the Agreement while performing its obligations therein. By execution of this Agreement, the undersigned authorized representative of NUTRILINK hereby attests under penalty of perjury as follows: NUTRILINK is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in NUTRILINK; and the undersigned authorized representative of NUTRILINK declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, (by incorporation of Section 501.171(g)1, Florida Statutes), as worded or may be amended.

3.2 Provision 2.12 **replaces** the respective provision in the Agreement by interlineation as follows:

2.12 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. NUTRILINK shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, NUTRILINK shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. NUTRILINK shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the

Agreement if NUTRILINK does not transfer the public records to SBBC. Upon completion of the Agreement, NUTRILINK shall transfer, at no cost, to SBBC all public records in possession of NUTRILINK or keep and maintain public records required by SBBC to perform the services required under the Agreement. If NUTRILINK transfers all public records to SBBC upon completion of the Agreement, NUTRILINK shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NUTRILINK keeps and maintains public records upon completion of the Agreement, NUTRILINK shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4. **Cost and Payment**.

4.1 Cost. The cost to SBBC for the commodities and/or services under this Second Amendment is Two Hundred Fifty-Two Thousand and 00/100 Dollars **($252,000.00).**

4.2 Payment. Upon receipt of an appropriate invoice from NUTRI-LINK, SBBC shall pay NUTRI-LINK for satisfactory commodities received and/or services rendered under this Second Amendment paid in a lump sum with net thirty (30) calendar-day payment terms, to be prepaid for the year.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This Second Amendment; then
Second:	The First Amendment; then
Third:	The Agreement

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.08 11:49:07 -04'00'
_____
Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

NUTRI-LINK TECHNOLOGIES, INC.

Signature: _____

_____
Corporate Secretary Signature

Print Name: Michael Lobato

Title: President

-OR-

Date: 5/8/2026

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

Staff Follow Up: **26-268 (DH)**
Due Date: June 5, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: Meeting: June 9, 2026 - RSBM
TT-1: FY22-268 - Student Dismissal Management Software (CurbSmart)

Staff Follow Up: What schools are using this software?

Response: The attachment identifies the schools currently using CurbSmart and those interested in implementing the application for the 2026-2027 school year.

The vendor is reaching out to all schools that completed the form for the 2026-2027 school year and will assist them with setup before the start of the school year.

HH/OBD:dsc
Attachment

SCHOOLS USING CURBSMART SY25-26
Atlantic West Elementary
Banyan Elementary
Bayview Elementary School
Boulevard Heights Elementary
Broadview Elementary
Central Park Elementary
Challenger Elementary
Chapel Trail Elementary
Coconut Creek K-8 Academy of Excellence
Coral Cove Academy of the Arts
Coral Park Elementary
Coral Springs Elementary
Country Hills Elementary
Country Isles Elementary
Croissant Park Elementary
Cypress Elementary School
Deerfield Beach
Deerfield Park Elementary
Discovery Elementary
Dolphin Bay Elementary
Dr. Martin Luther King, Jr. Elementary
Eagle Point Elementary School
Eagle Ridge Elementary School
Embassy Creek Elementary School
Everglades Elementary
Fairway Elementary
Fox Trail Elementary
Gator Run Elementary
Griffin Elementary
Gulfstream Academy of Hallandale Beach K-8
Harbordale Elementary School
Heron Heights Elementary
Hollywood Hills Elementary
Horizon Elementary School
Indian Trace Elementary School
James S. Hunt Elementary
Liberty Elementary STEM Museum Magnet
Manatee Bay Elementary
Maplewood Elementary
Nob Hill Elementary
Norcrest Elementary
Nova Blanche Forman School

SCHOOLS INTERESTED IN USING CURBSMART SY26-27 *(updated-5-15-2026)*
Atlantic West Elementary
Banyan Elementary
Bayview Elementary
Bennett Elementary
Boulevard Heights Elementary
Broadview Elementary
C. Robert Markham Elementary
Castle Hill Elementary
Central Park Elementary
Challenger Elementary
Chapel Trail Elementary
Cooper City Elementary
Coral Cove Academy of the Arts
Coral Park Elementary
Coral Springs Elementary
Country Hills Elementary
Country Isles Elementary
Croissant Park Elementary
Cypress Elementary
Deerfield Beach Elementary
Deerfield Park Elementary
Discovery Elementary
Dolphin Bay Elementary
Dr. Martin Luther King, Jr. Elementary
Driftwood Elementary
Eagle Point Elementary
Eagle Ridge Elementary
Embassy Creek Elementary
Endeavour Primary Learning Center
Everglades Elementary
Fairway Elementary
Floranada Elementary
Forest Hills Elementary
Fox Trail Elementary
Gator Run Elementary
Griffin Elementary
Gulfstream Academy of Hallandale Beach K-8
Harbordale Elementary
Heron Heights Elementary
Hollywood Hills Elementary
Hollywood Park Elementary
Horizon Elementary

Oakland Park Elementary
Palm Cove Elementary
Panther Run Elementary
Park Lakes Elementary School
Park Ridge Elementary
Park Springs Elementary
Park Trails Elementary
Pembroke Lakes Elementary
Pembroke Pines Elementary
Pinewood Elementary
Plantation Park Elementary
Quiet Waters Elemenatry
Riverglades Elementary
Riverland Elementary
Riverside Elementary
Royal Palm STEM Museum Magnet
Sandpiper Elementary
Silver Lakes Elementary
Silver Palms Elementary
Silver Shores Steam Academy K-8
Stirling Elementary
Sunset Lakes Elementary
Sunshine Elementary School
Tamarac Elementary
Tradewinds Elementary
Village Elementary School
Virginia S. Young Montessori Elementary
Watkins Elementary
West Hollywood Elementary School
Westchester Elementary
Winston Park Elementary

Indian Trace Elementary
James S. Hunt Elementary
Larkdale Elementary
Liberty Elementary
Lloyd Estates Elementary
Manatee Bay Elementary
Maplewood Elementary
Margate Elementary
Mary M Bethune Elementary
Miramar Elementary
Mirror Lake Elementary
Nob Hill Elementary
Norcrest Elementary
North Andrews Gardens
North Lauderdale Elementary
Nova Blanche Forman Elementary
Oakland Park Elementary
Oriole Elementary
Panther Run Elementary
Park Lakes Elementary
Park Ridge Elementary
Park Springs Elementary
Park Trails Elementary
Pembroke Lakes Elementary
Pembroke Pines Elementary
Pinewood Elementary
Plantation Elementary
Plantation Park Elementary
Quiet Waters Elementary
Ramblewood Elementary
Riverglades Elementary
Riverland Elementary
Riverside Elementary
Royal Palm Elementary
Sanders Park Elementary
Sandpiper Elementary
Sheridan Hills Elementary
Silver Lakes Elementary
Silver Palms Elementary
Silver Shores STEAM Academy K-8
Stirling Elementary
Sunset Lakes Elementary
Tamarac Elementary
Tedder Elementary

Thurgood Marshall Elementary
Tradewinds Elementary
Tropical Elementary
Village Elementary
Virginia S. Young Montessori
Walker Elementary
Watkins Elementary
Welleby Elementary
West Hollywood Elementary
Westchester Elementary
Westwood Heights Elementary
Winston Park Elementary